

AFTER RECORDING, RETURN TO:
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
15 North Main Street
Temple, Texas 76501

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION,
a Texas nonprofit property owners' association, and of
ROSEWOOD SPRINGS,
a subdivision in the City of Killeen, Bell County, Texas

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BELL §

CODRA DEVELOPMENT, INC., a Texas corporation ("Declarant"), is the developer of that certain tract of land situated in Bell County, Texas, more particularly described as:

Lots One thru Thirty (1-30), Block Two (2), Lots One thru Fifty-four (1-54) and Drainage Tract Two (2), Block Three (3), Lots Two thru Forty-four (2-44) and Drainage Tract One (1), Block Four (4), Lots One thru Thirty-Five (1-35) and Drainage Tract Three (3), Block Five (5) all in Rosewood Springs, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat of record in Instrument No. 2021-394194 A-D, Plat Records of Bell County, Texas.

(collectively referred to herein as the "Property" and sometimes referred to as the "Subdivision").

As part of that process, Declarant created certain covenants, conditions, and restrictions that would affect the lots and the land that comprise the Subdivision, and executed and filed the "Declaration of Covenants, Conditions and Restrictions of Rosewood Springs Homeowners' Association, a Texas nonprofit owners' association (the "Association"), and of Rosewood Springs, a Subdivision in the City of Killeen, Bell County, Texas, recorded in Document Number 2021-47270, of the Official Public Records of Real Property, Bell County, Texas (the "Declaration").

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Rosewood Springs Homeowners' Association, a Texas nonprofit owners' association, and of Rosewood Springs, a Subdivision in the City of Killeen, Bell County, Texas amends the Declaration as follows:

1. Pursuant to the right of Declarant and approved by a majority vote of the Owners, the initial Annual Assessment was recalculated. Accordingly, the Declarant amends the Declaration as follows: The final paragraph of Article XIII, Paragraph (1), Annual Assessments, is replaced with the following:

"The Annual Assessment will be established by Declarant. The initial Annual Assessment for each Lot will be \$385.00. The Annual Assessment, or a pro rata portion of the initial Annual Assessment based upon the date of closing of the Lot, will be due and payable from the new owner at the closing of the initial sale of the Lot by Declarant to a third party, and each subsequent sale thereafter."

2. Pursuant to the right of Declarant and approved by a majority vote of the Board of Directors of the Association, the Membership Assessment has been recalculated. Accordingly, Declarant amends the Declaration as follows: Article XIII, Paragraph (2), Membership Assessment is hereby removed and replaced with the following:

"(2) Membership Assessment. In addition to the Annual Assessments provided for above, the Association may levy membership assessments in the following manner:

(i) On Class A membership at any time a Lot is sold by the Owner, including Declarant, to a third party ("Regular Membership Assessment") — the initial Regular Membership Assessment is set at \$250.00;

(ii) In addition to the Regular Membership Assessment, on Gated Area Lot Owners at any time a Gated Area Lot is sold by the Owner, including Declarant, to a third party ("Gated Area Lot Additional Membership Assessment") — the initial Gated Area Lot Additional Membership Assessment is set at \$75.00; and

(iii) In addition to the Regular Membership Assessment and Gated Area Lot Additional Membership Assessment, on Class A membership upon the initial sale of a Lot from Declarant to a third party ("Initial Capital Improvement Assessment") — the Initial Capital Improvement Assessment is set at \$1,000.00.

The Regular Membership Assessment and the Gated Area Lot Additional Membership Assessment will be established by the Declarant so long as the Declarant is the Owner of a Lot and thereafter determined and established by the Board. The Regular Membership Assessment and Gated Area Lot Additional Membership Assessment will be collected from the purchaser of the Lot at closing.

The Initial Capital Improvement Assessment shall only be charged upon the initial sale of a Lot from the Declarant to a third party. The Initial Capital Improvement Assessment may be adjusted by the Declarant so long as the Declarant is the Owner of a Lot. The Initial Capital Improvement Assessment will be collected from the purchaser of the Lot at closing.

The Regular Membership Assessment, the Gated Area Lot Additional Membership Assessment, and the Initial Capital Improvement Assessment may hereinafter be referred to collectively as "Membership Assessment."

3. Pursuant to the right of Declarant and approved by a majority vote of the Board of Directors of the Association, the Additional Assessment has been recalculated. Accordingly, Declarant amends the Declaration as follows: The final two sentences of Article XIII, Paragraph (4), Additional Assessment are replaced with the following:

"The initial Additional Assessment for each Lot will be \$180.00. The Additional Assessment, or a pro rata portion of the initial Additional Assessment based upon the date of closing of the Gated Area Lot, will be due and payable from the new owner at the closing of the initial sale of said Lot and each subsequent sale thereafter."

4. Pursuant to the right of Declarant and approved by a majority vote of the Board of Directors of the Association, the Transfer Fee was recalculated. Accordingly, the Declarant amends the Declaration as follows: The final sentence of Article XIII, Paragraph (6), Transfer Fee is replaced with the following:

"The initial Transfer Fee for each Lot will be \$175.00."

5. The Table of Assessments located at the back of the Declaration has been updated pursuant to the above amendments and is replaced with First Amended Table of Assessments that is attached hereto and expressly made a part of the Declaration and this Amendment for all purposes.

This Amendment is executed and accepted by Declarant pursuant to the right and authority granted to Declarant in Article XVIII of the Declaration, to amend the Declaration without the necessity of joinder of any other Lot Owner, in order to amend the above enumerated provisions and terms of the Declaration; to confirm that this Amendment does not affect any of the remaining covenants, conditions and restrictive covenants set forth in the Declaration and that such remaining covenants, conditions and restrictive covenants set forth continue in full force and effect. This Amendment will be EFFECTIVE as of August 1, 2022. In the event of any conflict in the terms and provisions of the Declaration and of this Amendment, the terms and provisions as revised by this Amendment will control. Any capitalized terms not herein defined shall have the meaning ascribed to them in the Declaration.

Declarant:

CODRA DEVELOPMENT, INC

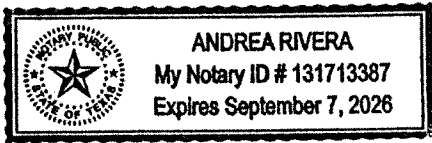
By: 

James M. Wright, President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on OCTOBER 25th, 2022, by James M. Wright, in his capacity as President of CODRA DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.




NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:
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FIRST AMENDED TABLE OF ASSESSMENTS

Type	Who	Amount	Due By
Resale Certificate Assessment	Lot Owner/Third Party Buyer (as agreed)	\$285	Upon request of Resale Certificate
Regular Membership Assessment	Lot Owner	\$250	Lot Closing
Gated Area Lot Additional Membership Assessment	Gated Area Lot Owner	\$75	Lot Closing
Initial Capital Improvement Assessment	Lot Owner	\$1,000	Initial Lot Closing
Initial Annual Assessment	Lot Owner	\$385	Annually
Additional Assessment	Gated Area Lot Owner	\$180	Annually
Special Assessment	Lot Owner	TBD	Lot Closing
Transfer Fee	Lot Owner	\$175	Lot Closing
Member Charge	Lot Owner	TBD	TBD
Late Fee on Dues	Lot Owner	\$25	Each Notice
1 st Restrictions Violation Fine	Lot Owner	TBD	See Policy Manual
2 nd Restrictions Violation Fine	Lot Owner	TBD	See Policy Manual
3 rd and All Subsequent Restrictions Violation Fines	Lot Owner	TBD	See Policy Manual

*Assessments are due and payable in accordance with the Minutes and Declaration, on a per Lot basis, beginning with the calendar year 2022.