

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

SECOND 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 "Original Declaration"), which was subsequently amended by that certain 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, duly recorded in Document Number 2022-65712, of the Official Public Records of Real Property, Bell County, Texas (the "First Amendment" and together with the Original Declaration, the "Declaration").

This Second 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. Paragraphs 12, 13, and 14 of Article II are deleted in their entirety.
2. The third paragraph of Article IX, which states as follows "There is created a right of ingress and egress over and across the Gated Street for the use and benefit of the Owners of Lots in the Gated Area," is deleted in its entirety.
3. Paragraph 4 of Article XIII is deleted in its entirety.
4. Paragraph 7.(4), Additional Assessment, of Article XIII is deleted in its entirety.
5. Paragraph 11 of Article XIV is deleted in its entirety.
6. The final paragraph of Article XIV, which states as follows "Notwithstanding anything to the contrary herein, the Board will establish and maintain a separate bank account for the Additional Assessments. All Additional

Assessment will go into the separate account, and all expenditures for the benefit of the Gated Area will be paid only from the separate account for the Additional Assessments,” is deleted in its entirety.

7. The final sentence of Paragraph 25 of Exhibit A of the Declaration is deleted in its entirety.
8. Paragraph 2(ii) of the First Amendment is deleted in its entirety.
9. Paragraph 2(iii) of the First Amendment is deleted in its entirety and replaced with the following:

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

The Regular 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 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 and the Initial Capital Improvement Assessment may hereinafter be referred to collectively as ‘Membership Assessment’.”

10. Paragraph 3 of the First Amendment is deleted in its entirety.
11. The Table of Assessments located at the back of the Declaration has been updated pursuant to the above amendments and is replaced with Second Amended Table of Assessments that is attached hereto and expressly made a part of the Declaration and this Amendment for all purposes.

For the avoidance of doubt, this Second Amendment is intended to remove any reference to Gated Area Lots within the Declaration and shall be construed to cause any such Lots previously within the Gated Area to be treated in the same and equal manner in all respects with the other Lots within the Subdivision.

This Second 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 Second 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 Second Amendment will be EFFECTIVE as of April 1, 2024. In the event of any conflict in the terms and provisions of the Declaration and of this Second Amendment, the terms and provisions as revised by this Second Amendment will control. Any capitalized terms not herein defined shall have the meaning ascribed to them in the Declaration.

[remainder of page intentionally left blank]

Declarant:

CODRA DEVELOPMENT, INC.

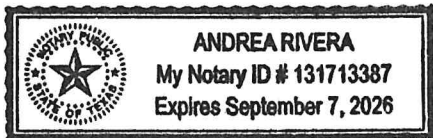
By: 

James M. Wright, President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on APRIL 23RD, 2024, 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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SECOND 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
Initial Capital Improvement Assessment	Lot Owner	\$1,000	Initial Lot Closing
Initial Annual Assessment	Lot Owner	\$385	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