

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
RESERVE AT SPRING LAKE, SECTION ONE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Zion Road Properties, LLC, a Texas limited liability company adopted a Declaration of Covenants, Conditions and Restrictions for Reserve at Spring Lake, Section One, recorded under Clerk’s File No. 20120290634 and Film Code No. ER033952095 in the Official Public Records of Real Property of Harris County, Texas (the “Declaration”); and

WHEREAS, the Declaration set forth various covenants, conditions and restrictions governing the use and occupancy of the properties within Reserve at Spring Lake; and

WHEREAS, the Article XIV, Section 1 of the Declaration provides that the Declarant shall have the right at any time and from time-to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record in Harris County, Texas.

NOW THEREFORE, the undersigned, Declarant of the Reserve at Spring Lake, executes this document memorializing the formal amendment of Article VII, Section 17 and Article X, Section 7 of the Declaration as follows:

NOW THEREFORE, Article VII, Section 17 is hereby amended to read as follows:

ARTICLE VII.

Architectural Approval

Section 17. Authority to Charge Fees.

- a. The Architectural Control Committee may charge and collect a reasonable fee for processing an application submitted to the Architectural Control Committee for approval. Such charges shall be payable at the time and place and in the manner prescribed by the Architectural Control Committee. The Architectural Control Committee also may charge and collect such other fees or deposits as are reasonable and necessary. All fees and deposits are subject to change by the Architectural Control Committee without prior notice.
- b. The Board of Directors shall charge a “Road Construction Fee” in the following amounts:
 - i. New Dwelling Unit construction: \$2,500.00.

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- ii. Improvements of permanent structures, including, but not limited to, arbors, gazebos, pergolas, patio covers & slab extensions / storage buildings / pools / outdoor kitchens / wells / driveway extensions / sports courts, etc.: \$1,500.00.
- iii. The Road Construction Fee shall be paid to the Association and collected by the Architectural Control Committee when processing an application for approval; any portion of the Road Construction Fee unpaid shall be treated in the same manner as Assessments and considered a lienable charge.

NOW THEREFORE, Article X, Section 7 is hereby amended to read as follows:

ARTICLE X.

Covenants for Assessments

Section 7. Capitalization Fees. Each Owner of a Lot, other than Declarant, a Builder or the person who built (or causes to be built) the Dwelling Unit of the Lot (whether one or more Persons and regardless of whether such Owner holds the fee interest singularly or jointly), at the time it purchases a Lot from the previous owner (i.e. at every sale beginning with the first Owner to purchase the Lot from a Builder or the person who built (or causes to be built) the Dwelling Unit of the Lot), shall be obligated to make the following contributions to the Association, which funds shall be used to defray operating costs and other expenses of the Association, including but not limited to and possible funding of reserves, as the Board shall determine in its sole discretion:

- a.) Capitalization Fee 1: payment of a Capitalization Fee in the amount of one percent (1%) of the sales prices of the Lot and all Improvements thereon, as determined by the Board, in its sole discretion.
- b.) Capitalization Fee 2: a Capitalization Fee in the amount of one-half (1/2) of the full Annual Assessment.
- c.) Capitalization Fee 1 and Capitalization Fee 2 are jointly referred to as "Capitalization Fee" herein; both Capitalization Fees are due and owing at every sale of Lot excluding sales by the Declarant, Builder, or the person who built (or caused to be built) the Dwelling Unit on the Lot.

The amendment of the Declaration set forth above shall be deemed to be part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended are hereby ratified and confirmed in each and every particular and shall continue in full force and effect pursuant to the terms of the Declaration.

DATED this 2 day of September 2020.

DECLARANT
Zion Road Properties, LLC, a Texas limited liability company

By: *[Signature]*
Gary Kolkhorst

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared GARY KOLKHORST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Zion Road Properties, LLC, a Texas limited liability company, and for the purpose stated herein.

Given under my hand and seal of office this the 2 day of September 2020.



Betty J. Pennington
NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING, RETURN TO:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PARKWAY
SUGAR LAND, TEXAS 77479

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Pages 4
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS

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