

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF STERLING RIDGE SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STERLING RIDGE OWNERS ASSOCIATION, INC. in Walker County, Texas ("**Amendment**") is made this 1st day of July, 2021, by CTX DEVELOPMENT COMPANY, a Texas corporation ("**Declarant**").

WHEREAS, CTX Land Investments, LLC recorded the First Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sterling Ridge Subdivision, dated May 16, 2016, in the Official Public Records of Walker County, Texas, at Volume 1223, page 353 ("**Declaration**"); and

WHEREAS, CTX Land Investments, LLC subsequently assigned its rights as the Declarant under the Declaration to Declarant pursuant to that certain Assignment and Assumption of Declarant's Rights, dated January 24, 2017, in the Official Public Records of Walker County, Texas, at Volume 1327, Page 177; and

WHEREAS, pursuant to Section 9.03(A) of the Declaration, Declarant may amend the Declaration, acting alone, prior to the Transition Date, as defined therein; and

WHEREAS, the Transition Date has not yet occurred; and

WHEREAS, the Declarant desires to amend the Declaration to revise all relevant sections of the Declaration as reflected herein; and

WHEREAS, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below:

1. Section 1.04 of the Declaration is hereby amended and restated to read as follows:

"1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of the Declaration, including, but not limited to, any regular annual assessment, special assessment, and Working Capital Assessment."

2. Section 7.01(A) is hereby amended and restated to read as follows:

7.01 Assessments.

"(A) The Association may from time to time levy Assessments against each Lot whether or not improved. Except for special assessments and Working Capital Assessments (defined below), the level of Assessments shall be equal and uniform between all Lots. It is provided, however, that no Assessments hereunder shall be levied against Declarant or an affiliate of Declarant, including, without limitation, Stylecraft Builders, Inc."

3. Section 7.02 of the Declaration is hereby amended and restated to read as follows:

"7.02 Regular Annual Assessments. The initial annual Assessment shall be \$350.00 per Lot, subject to revision by the Board as set forth herein without the necessity of an amendment to this Declaration. Thereafter, prior to the beginning of each fiscal year, the Board shall estimate expenses, including all debt service (whether owed to Declarant, an affiliate of Declarant, or otherwise) to be incurred by the Association during such year in performing its functions under this Declaration. Assessments sufficient to pay such estimated expenses plus a prudent reserve shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association in the time and manner directed by the Board at its sole discretion, either (a) annually, at the beginning of the fiscal year, or (b) during the fiscal year in equal monthly installments on or before the first day of each month, or (c) in other convenient installments."

4. Section 7.025 of the Declaration is hereby added to read as follows:

"7.025 Working Capital Assessment. Each Owner (other than Declarant or an affiliate of Declarant) of a Lot shall pay a working capital assessment (the "Working Capital Assessment") to the Association in an amount equal to one-half of the regular annual Assessment, as set by the Board pursuant to Section 7.02 of this Declaration, at the time of any transfer of such Lot as described herein. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee at the closing of any transfer of a Lot (including any transfer from Declarant to the initial Owner (unless to an affiliate of Declarant), and any transfer from one Owner of a Lot to a subsequent Owner of a Lot). The Association may use the Working Capital Assessments collected hereunder to discharge operating expenses or for any other purpose allowed under this Declaration. Notwithstanding the foregoing, the following transfers, in addition to those already described, will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the Declarant, if prior to the Transition Date, and thereafter the Board shall make the determination regarding the application of the exemption, and such determination shall be binding and conclusive without regard to any contrary interpretation of this Section 7.025. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article 7 and will not be considered an advance payment of such Assessments. The Board shall have the power to waive the imposition of any Working Capital Assessment attributable to any Lot in connection with a transfer of such Lot by the recordation of a waiver notice, which waiver may be temporary or permanent, and which may be granted at the sole discretion of the Board."

5. The first sentence of Section 7.03 of the Declaration is hereby amended and restated to read as follows:

"7.03 Special Assessments. In addition to the regular annual Assessments and Working Capital Assessments provided for above, the Board may levy special Assessments whenever, in the Board's opinion, such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under this Declaration."

6. The first sentence of Section 7.04 of the Declaration is hereby amended and restated to read as follows:

"7.04 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments."

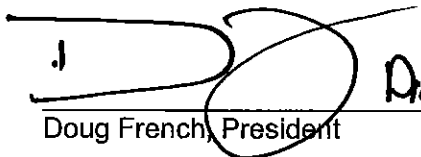
7. Except as amended herein, the Declaration remains in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, Declarant has executed this Amendment this 1st day of July, 2021.

DECLARANT:

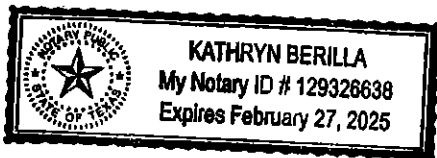
CTX Development Company
a Texas corporation

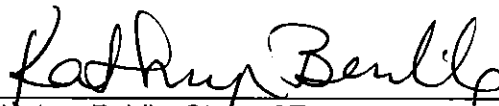
By:  Pres.
Doug French, President

STATE OF TEXAS

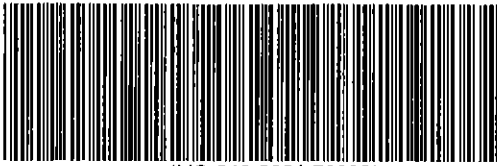
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 1 day of July, 2021, by Doug French, President of CTX Development Company, a Texas corporation, on behalf of such entity, and in the capacity herein stated.




Notary Public, State of Texas

After Recording, Return To:
West, Webb, Allbritton & Gentry, P.C.
Attn. Bryan Hanna
1515 Emerald Plaza
College Station, Texas 77845



VG-240-2021-70202

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 70202

Real Property

RESTRICTIVE COVENANTS

Recorded On: July 09, 2021 10:54 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Instrument Number: 70202
Receipt Number: 20210709000013
Recorded Date/Time: July 09, 2021 10:54 AM
User: Jessica D
Station: Recording

Record and Return To:

WEST, WEBB, ALLBRITTON & GENTRY, P.C.
1515 EMERALD PLAZA
COLLEGE STATION TX 77845-1515



STATE OF TEXAS
COUNTY OF WALKER

I hereby certify that this Instrument was FILED In the Instrument Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French
Walker County Clerk
Walker County, TX