

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

The Springs at the Escarpment

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the Effective Date shown below by WB Whitis Development, Inc., a Texas corporation ("Declarant").

RECITALS

A. The undersigned is the Declarant under that Declaration of Covenants, Conditions and Restrictions ("Declaration") dated November 5, 2009, and filed of record under Instrument Number 2009-00042897 in the Real Property Records of Bell County, Texas.

B. Declarant continues to own real property subject to the Declaration.

C. Declarant has determined that it is necessary to amend the Declaration to resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in the Declaration, as hereinafter provided.

D. In addition, Declarant has determined that further amendments are necessary to assure the orderly and uniform development of the Subdivision as a residential subdivision of good and desirable character, and that such amendments will have no material adverse effect on any right of an Owner.

NOW, THEREFORE, pursuant to the authority reserved to Declarant under Article 12.2 of the Declaration, Declarant hereby makes the following additional supplemental amendments to the Declaration as of the effective date of this Amendment:

1. Capitalized terms used herein shall have the meaning ascribed to them in the Declaration unless the context clearly indicates otherwise.

2. Section 1.9 of the Declaration is hereby amended to read as follows:

1.9 "City" means the City of Harker Heights, Texas.

3. Section 1.14 of the Declaration is hereby amended to read as follows:

1.14 "Declarant" means WB Whitis Development, Inc. and its successors and assigns as provided in Section 12.12 herein.

4. Article I of the Declaration is hereby supplemented by the addition of the following:

1.19.1 "Family" means (i) a person living alone; (ii) not more than four unrelated people living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities, together with those related to any of them by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship; or (iii) any number of people entitled to live together pursuant to Texas Property Code §202.003(b) or the Community Homes for Disabled Persons Location Act, Chapter 123, Texas Human Resources Code. The term does not include any (i) society, club, fraternity, sorority, association, lodge, combine, federation, coterie, cooperative housing, or like organization; (ii) group of individuals whose association is inherently temporary or seasonal in nature; or (iii) group of individuals who are in a group living arrangement as a result of criminal offenses.

5. Section 4.2 of the Declaration is hereby amended to read as follows:

**4.2 Rate of Assessments.** Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's location or size or the value of the dwelling; subject to the following provisions.

**a. Improved Lot, Once Occupied.** A Lot that has thereon a Dwelling that has been occupied at any time (past or current) for residential purposes shall be assessed at the full rate from the first date of such occupancy.

**b. Improved Lot, Never Occupied.** A Lot that has thereon a Dwelling that has never been occupied at any time for residential purposes shall be exempt from all assessments (annual assessments, special assessments and/or specific assessments) for a period not to exceed 18 months after it is sold by Declarant, and thereafter shall be assessed at the full rate. To qualify for this exemption, the Lot Owner must establish to the reasonable satisfaction of the Board that the Dwelling has never been occupied for residential purposes.

**c. Vacant Lot.** A Lot that does not have thereon a Dwelling shall be exempt from all assessments (annual assessments, special assessments and/or specific assessments) for a period not to exceed 12 months after it is sold by Declarant, and thereafter shall be assessed at the rate of 50% of the full rate.

**d. Lots Owned by Declarant - Exempt.** Notwithstanding any provision herein, during the Development Period all Lots owned by Declarant shall be exempt from all assessments (annual assessments, special assessments and/or specific assessments) and Declarant shall not be obligated to pay any assessments for the Lots.

**e. Lots Owned by Declarant after Development Period.** Notwithstanding any provision herein, after the Development Period all Lots owned by Declarant shall be assessed at the rate of 10% of the full rate.

6. Section 7.3 is supplemented by the addition of the following at the end of the paragraph:

However, notwithstanding any contrary provision herein, the ACA may from time to time in the exercise of its sole and absolute discretion waive the minimum

square footage requirements as to any or all of the Lots numbered 101 through 115 in Block 1 of the Subdivision.

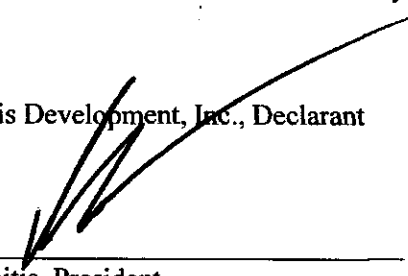
7. Article VII is supplemented by the addition of the following:

7.36 **Rental of Dwellings.** No Dwelling may be leased or rented in whole or in part for a term of less than six (6) months. All leases must be in writing, must be subject to this Declaration and the Bylaws of the Association, and must provide that failure of the tenant to comply with the Bylaws or this Declaration shall constitute a default under the lease. An Owner shall furnish a copy of each such lease to the Board upon request.

8. In the event of an inconsistency between this Amendment and the terms of the Declaration, this Amendment shall govern. Except as expressly provided herein, the Declaration has not been amended or modified, and all terms, covenants, conditions and restrictions of the Declaration shall continue in full force and effect with respect to the entire Property. Hereafter, all references to the Declaration shall be deemed to be references to the Declaration as amended and modified by this instrument. The Declaration as herein amended is hereby ratified and approved.

9. This Amendment shall be EFFECTIVE from and after the date of the notary acknowledgment shown below.

WB Whitis Development, Inc., Declarant

By:   
Bruce Whitis, President

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on May 16, 2011, by Bruce Whitis, President of WB Whitis Development, Inc., a Texas corporation, on behalf of said corporation and as the act and deed thereof.



  
Notary Public, State of Texas

Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



70 2011 00016310

Instrument Number: 2011-00016310

Recorded On: May 18, 2011

As  
Recordings

Parties: WB WHITIS DEVELOPMENT INC

To SPRINGS AT THE ESCARPMENT

Billable Pages: 3

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	19.00
Total Recording:	19.00

\*\*\*\*\* DO NOT REMOVE. 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:**

Document Number: 2011-00016310

Receipt Number: 105673

Recorded Date/Time: May 18, 2011 10:57:24A

User / Station: G Gomez - Cash Station 1

**Record and Return To:**

ATTN: GARRETT

3000 ILLINOIS AVE, STE 100

KILLEEN TX 76543



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk