

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**After Recording, Please Return To:**  
**Judd A. Austin, Jr., Esq.**  
**Henry Oddo Austin & Fletcher, P.C.**  
**1717 Main Street**  
**Suite 4600**  
**Dallas, Texas 75201**

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RICHLAND CROSSING**

STATE OF TEXAS           §  
                                      §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT   §

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Richland Crossing was filed on August 22, 2023, as Instrument No. D223150948 in the Official Public Records of Tarrant County, Texas ("*Richland Crossing Declaration*"); and

**WHEREAS**, the Richland Crossing Declaration affects certain tracts or parcels of real property located in the City of Richland Hills, Tarrant County, Texas, more particularly described in the Richland Crossing Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes ("*Property*"); and

**WHEREAS**, Article 15, Section 15.4 of the Richland Crossing Declaration, provides that the Richland Crossing Declaration may be amended and/or changed unilaterally by RC 51 Townhome Lots, L.T.D. ("*Declarant*") for any purpose stated in Appendix B and so long as the Development Period has not expired, or Declarant owns at least one Lot; and

**WHEREAS**, the purpose of this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Richland Crossing ("*First Amendment*") is to resolve ambiguities in the Richland Crossing Declaration; and

**WHEREAS**, the Development Period has not expired and Declarant desires to amend the Richland Crossing Declaration by virtue of this First Amendment; and

**NOW, THEREFORE**, the following amendments to the Richland Crossing Declaration are hereby amended by Declarant as follows:

- Article 8, Section 8.11.3 of the Richland Crossing Declaration is hereby amended and shall read, in its entirety, as follows:

***Section 8.11.3. Working Capital Contribution. At time of transfer of a Lot by any Owner (including all buyers, builders, and all Lots purchased by builders from the Declarant), other than Declarant, a "Reserve Fund Contribution" (herein so called) shall be paid to the Association in the amount of Five Hundred and NO/100 Dollars (\$500.00). The Reserve Fund Contribution may be increased annually by action of the Declarant and/or majority vote of the Board of Directors of the Association by an additional amount equal to up to fifty percent (50%) of the then current Reserve Fund Contribution collected in the prior calendar year without joinder or consent of any other Owner or Member. Reserve Fund Contributions shall be deposited in the Association's "Operating Fund" (herein so called) during the Declarant Control Period. The Reserve Fund Contribution may be paid by the seller or buyer and will be collected at closing of the transfer of a Lot. If the Reserve Fund Contribution is not collected at closing, the buyer remains liable to the Association for the Reserve Fund Contribution until paid in full. The Reserve Fund Contribution is not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments. The Association shall have the unrestricted right to the use of funds allocated as a result of the Reserve Fund Contribution to the Operating Fund and/or Reserve Fund for any and all costs and expenses of the Association, including, without limitation (i) operating and/or administrative expenses of the Association, (ii) costs and expenses for the***

***maintenance and upkeep of any area of the grounds or Common Areas, or (iii) costs and expenses for any portion of the development, at any time and from time to time. Reserve Fund Contributions shall not be used for development-related costs and expenses, which are to be the sole responsibility of the Declarant. Declarant may but shall have no obligation to establish or subsidize a Reserve Fund for the Association.***

The terms and provisions of the Richland Crossing Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Richland Crossing Declaration. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Richland Crossing Declaration and this First Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Richland Crossing Declaration to be filed with the office of the Tarrant County, Texas Clerk.

**DECLARANT:**

**RC 51 TOWNHOME LOTS, L.T.D.,  
a Texas limited liability company**

By: Robert Maxey

Name: Robert Maxey

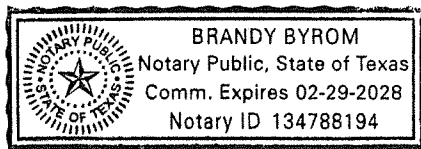
Its: Managing Member

[NOTARY TO FOLLOW]

THE STATE OF TEXAS                   §  
COUNTY OF DALLAS                   §

This instrument was acknowledged before me on this 19th day of November, 2024, by Robert Maxey, the Authorized Declarant Representative of RC 51 Townhome Lots, L.T.D. a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



  
Notary Public Signature