

SECOND AMENDMENT OF COLONIES MASTER DECLARATION

This Second Amendment of Colonies Master Declaration (this "Second Amendment") is executed by Rockrose Development, LLC, successor of Rockrose Development, Inc. by conversion.

RECITALS

A. WHEREAS, Rockrose Development, Inc. filed that certain *Colonies Master Declaration* dated August 28, 2001, recorded under Clerk's File No. 01-18218 of the Official Public Records of Randall County, Texas (the "Original Master Declaration");

B. WHEREAS, an amended *Colonies Master Declaration* dated October 6, 2015, recorded under Clerk's File No. 2015019215 of the Official Public Records of Randall County, Texas (the "2015 Master Declaration"), replaced the Original Master Declaration;

C. WHEREAS, the 2015 Master Declaration was amended by that certain *Amendment of Colonies Master Declaration* effective December 1, 2016, recorded under Clerk's File No. 2017001196 of the Official Public Records of Randall County, Texas (the "First Amendment");

D. WHEREAS, the 2015 Master Declaration, as amended by the First Amendment, shall be referred to herein as the "Master Declaration";

E. WHEREAS, Article 1, definition (l) of the Master Declaration defines "Declarant" as "Rockrose Development, Inc., a Texas corporation, and its successors or assigns to whom rights and powers expressly reserved herein to Declarant are conveyed or assigned in writing, but excluding any Person merely purchasing one or more Lots from Declarant";

F. WHEREAS, Rockrose Development, Inc. was converted to Rockrose Development, LLC, a Texas limited liability company, pursuant to Articles of Conversion filed with the Texas Secretary of State on April 12, 2005;

G. WHEREAS, Section 5.3 of the Master Declaration provides that "...Declarant, without the joinder of any other party, may make minor changes or amendments to this Master Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein...";

H. WHEREAS, certain errors, omissions, mistakes, and ambiguities exist with respect to Article I, definition (k) and Section 2.2 of the Master Declaration;

I. WHEREAS, more specifically, Article 1, definition (k) of the Master Declaration defines "Conversion Date" as "the date on which Developer owns in the aggregate less than 95.0% of the developed Lots and the land to be developed within the Property";

J. WHEREAS, such definition for Conversion Date (i) contains an error/mistake in that "95.0%" was intended to be "5.0%", and (ii) contains omissions/ambiguities in that it is not clear how to

calculate Declarant's ownership percentage of "the developed Lots and the land to be developed within the Property";

K. WHEREAS, an ambiguity/mistake/error also exists with respect to the use of the term "Developer" within the definition of "Conversion Date" and within Section 2.2 of the Master Declaration because it was always intended that there be only one Class "B" Member – the Declarant – and that the Conversion Date be determined based on Declarant's ownership percentage within the subdivision;

L. WHEREAS, Declarant, pursuant to its authority under Section 5.3 of the Master Declaration, is executing this Second Amendment to correct and clarify the errors/omissions/mistakes/ambiguities contained in Article I, definition (k), and Section 2.2 of the Master Declaration;

M. WHEREAS, the Master Declaration, as amended hereby, affects all real property included in the Colonies Public Improvement authorized by the City of Amarillo in Resolution No. 2-13-01-1, which property is more particularly described in Exhibit "A" attached hereto, and which property includes, but is not limited to, the real property described in Exhibit "B" attached hereto; and

N. WHEREAS, any capitalized term that is not defined herein, shall have the meaning given to such term in the Master Declaration.

AMENDMENT OF MASTER DECLARATION

NOW, THEREFORE, the above recitals are adopted and incorporated herein, and the Master Declaration is amended as follows:

1. Article 1, definition (k) is deleted and replaced with the following:
 - (k) **"Conversion Date"** means the date on which Declarant owns both: (1) less than 5.0% of the entirety of the Property based on acreage, and (2) less than 5.0% of all Lots.
2. Section 2.2 is deleted and replaced with the following:
 - 2.2 **Classes of Members.** The Association will have two classes of voting Members:
 - (a) **Class A. "Class A Members"** will be all Owners except Declarant. Class A Members will be entitled to one vote for each Lot owned by the Class A Member. If a Member owns a Lot plus a portion of an adjacent Lot, the Member will only have one vote. If a Lot is owned by more than one Owner, the number of votes attributable to the Lot will be the same as if there was only one Owner, and the vote attributable to the Lot may be cast only if—before time of the vote in question—all Owners who own the Lot have delivered to the Board a written agreement setting forth how such vote is to be cast or

designating one of such Owners to cast the vote attributable to such Lot. Any Owner who is not a natural person must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such Owner. An Owner may delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.

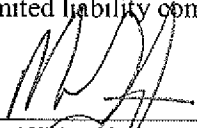
- (b) **Class B.** The sole "**Class B Member**" will be Declarant. The Class B Member will be entitled to three votes for each Lot owned by Declarant but the Class B Member will cease on the Conversion Date, and Declarant thereafter will become a Class A Member for so long as Declarant owns any Lot.

3. Other than the above-stated amendments, the Master Declaration shall continue in full force and effect as drafted.

Effective the 21st day of August, 2018.

DECLARANT:

ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

By: 
Matt Griffith, Vice President and Authorized
Representative

THE STATE OF TEXAS §
 §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 21st day of August, 2018, by Matt Griffith, Vice President and Authorized Representative of ROCKROSE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said company.


Notary Public

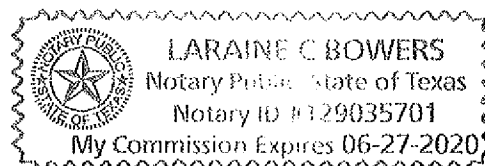


Exhibit "A"

TRACT "A"

A 119.94 acre tract of land out of the North 1/2 of Section 40, Block 9, B.S.&F. Survey, Randall County, Texas being further described by metes and bounds as follows;
 BEGINNING at a 3/8" rebar, set in the South right-of-way line of S.W. 45th Avenue from whence a nail and disc, found for the Northwest corner of said Section 40 bears N 0°11'33" E, 58.49 feet and N 89°48'27" W, (Base Bearing) 815.70 feet;
 THENCE S 89°47'46" E along the South line of said S.W. 45th Avenue for a distance of 391.44 feet to a 3/8" rebar, found in the West line of Wesley Road being the Northwest corner of The Colonies Unit No. 3, a recorded subdivision to the City of Amarillo of record in Volume 1730, page 474 of the Deed Records of Randall County, Texas;
 THENCE S 0°11'33" W along the West line of Wesley Road for a distance of 200.0 feet to a 3/8" rebar, found for the beginning of a curve to the right having a radius of 1000.0 feet;
 THENCE Southwesterly along the West line of Wesley Road for an arc distance of 408.31 feet to a 3/8" rebar, found being the point of reverse curve to the left having a radius that bears S 66°24'46" E, 1000.0 feet;
 THENCE Southwesterly along said West line of Wesley Road for an arc distance of 408.31 feet to a 3/8" rebar, found, end of said curve;
 THENCE S 0°11'33" W along the West line of Wesley Road for a distance of 271.18 feet to a 3/8" rebar, found being in the South line of Pilgrim Lane having a width of 70 feet and said point being on a curve to the left whose radius point bears N 0°11'33" E, 2124.55 feet and being the Southwest corner of The Colonies Unit No. 3;
 THENCE Northeasterly along the South line of Pilgrim Lane for an arc distance of 841.86 feet to a 3/8" rebar, found, the Southeast corner of The Colonies Unit No. 3 and being the Southwest corner of The Colonies Unit No. 2 a recorded subdivision to the City of Amarillo of record in Volume 1610, page 136 of the Deed Records of Randall County, Texas;
 THENCE N 67°29'20" E along the South line of Pilgrim Drive for a distance of 164.25 feet to a 3/8" rebar, found for the beginning of a curve to the right whose radius point bears S 22°30'40" E, 530.0 feet;
 THENCE Easterly along the South line of Pilgrim Drive for an arc distance of 617.13 feet to a 3/8" rebar, found, end of said curve;
 THENCE S 45°47'46" E along the Southerly line of Pilgrim Drive for a distance of 316.20 feet to a 3/8" rebar, found;
 THENCE N 44°12'14" E for a distance of 70.0 feet to a 3/8" rebar, found;
 THENCE N 45°47'46" W for a distance of 5.0 feet to a 3/8" rebar, found being in the Easterly line of Van Winkle Drive having a width of 70 feet;
 THENCE N 44°12'13" E along the East line of Van Winkle Drive for a distance of 1110.21 feet to a 3/8" rebar, found the beginning of a curve to the left having a radius of 715.42 feet;
 THENCE Northeasterly along the East line of Van Winkle Drive for an arc distance of 22.42 feet to a 3/8" rebar, found being in the South line of a 10 foot wide drainage easement, the beginning of a curve to the left whose radius point bears N 34°10'20" E, 740.0 feet;
 THENCE Southeasterly along the South line of said 10 foot wide drainage easement for an arc distance of 411.34 feet to a 3/8" rebar, found in the West line of Lot 1, Block 1, Second Amended Walmart Addition Unit No. 1 a recorded subdivision to the City of Amarillo of record in Volume 1547, page 67 of the Deed Records of Randall County, Texas;
 THENCE S 0°14'26" E along the West line of said Lot 1, Block 1 for a distance of 1675.40 feet to a 5/8" rebar, found, the Southeast corner of this tract;
 THENCE N 89°49'10" W for a distance of 3929.61 feet to a 3/8" rebar, found in the East right-of-way line of Loop 335 (Soncy Road);
 THENCE N 0°11'25" W along the East line of said Loop 335 for a distance of 1066.92 feet to a brass cap in concrete highway monument, found the beginning of a curve to the right having a radius of 11359.16 feet and whose center point bears N 89°50'12" E;
 THENCE Northerly along said curve and East line of Loop 335 for an arc distance of 0.73 feet to a 3/8" rebar, set for the Southwest corner of a proposed 20.00 acre tract and being in the center of a 70 foot wide proposed street;
 THENCE S 89°49'10" E along the proposed centerline of said street for a distance of 707.50 feet to a 3/8" rebar, set for the Southeast corner of said 20.00 acre tract;
 THENCE N 0°11'33" E along the East line of said 20.00 acre tract and being the proposed centerline of a 20 foot wide alley for a distance of 1230.42 feet to the POINT OF BEGINNING.

Exhibit "A"

TRACT "B"

A 78.12 acre tract of land out of the South portion of Section 40, Block 9, B. S. & F. Survey, Randall County, Texas, being further described by metes and bounds as follows:

BEGINNING at a point for the Southeast corner of the herein described tract, from which a steel fence corner post, found for the Northwest corner of the Bassett Addition Unit No. 1, a subdivision to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 903, Page 217 of the Deed Records of Randall County, Texas, bears S 89°47'00" E, 1233.37 feet;

THENCE N 89°47'00" W for a distance of 2709.57 feet to a 3/8" rebar with a cap marked "RPLS 4664", found in the East right-of-way line of Loop 335 (Soncy Road) for the Southwest corner of the herein described tract, and being the Northwest corner of a 39.062 acre tract;

THENCE N 0°09'58" W along the East right-of-way line of said Loop 335, for a distance of 730.41 feet to a cedar fence corner post, found in the South line of a City of Amarillo well site tract;

THENCE N 89°51'48" E along the South line of said well site tract, at a distance of 10.0 feet pass a 1/2" rebar, found, continue in all a total distance of 134.79 feet to a 3/4" iron pipe, found for the Southeast corner of said well site tract;

THENCE N 0°16'52" W along the East line of said well site tract, for a distance of 208.33 feet to a 1" iron pipe, found for the Northeast corner of said well site tract;

THENCE S 89°51'36" W along the North line of said well site tract, for a distance of 134.31 feet to a 1/2" rebar, found in the East right-of-way line of said Loop 335;

THENCE N 0°13'12" W along the East right-of-way line of said Loop 335, for a distance of 327.19 feet to a 1/2" rebar, found for the Southwest corner of a 15.279 acre tract, and being the Northwest corner of the herein described tract;

THENCE S 89°49'10" E along the South line of said 15.279 acre tract, at a distance of 821.69 feet pass a 3/8" rebar, found, continue in all a total distance of 2707.57 feet to the Northeast corner of the herein described tract, from which a 5/8" rebar with a cap (Dorsey), found bears S 89°49'10" E, 33.54 feet;

THENCE S 0°16'02" E for a distance of 1267.64 feet to the POINT OF BEGINNING.

SAVE & EXCEPT a 37.973 acre tract of land out of the South part of Section 40, Block 9, B. S. & F. Survey, Randall County, Texas, being further described by metes and bounds as follows:

BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664", set, from which a railroad spike in pavement, found for the Southwest corner of said Section 40 bears West, 757.73 feet and South, 1788.23 feet;

THENCE N 0°13'00" E for a distance of 1029.71 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Northwest corner of the herein described tract;

THENCE S 89°47'00" E for a distance of 1134.00 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the beginning of a 560.00 foot radius curve to the right;

THENCE Southeasterly along said curve to the right for an arc length of 594.37 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the end of curve;

THENCE S 28°58'15" E for a distance of 175.27 feet to a 3/8" rebar with a cap marked "RPLS 4664", set;

THENCE S 0°13'00" W for a distance of 260.16 feet to a 3/8" rebar with a cap marked "RPLS 4664", set;

THENCE S 29°24'16" W for a distance of 175.27 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the beginning of a 560.00 foot radius curve to the right;

THENCE Southwesterly along said curve to the right for an arc length of 236.87 feet to a 3/8" rebar with a cap marked "RPLS 4664", set;

THENCE N 89°47'00" W for a distance of 1467.71 feet to the POINT OF BEGINNING.

Exhibit "A"

TRACT "C"

A 39.062 acre tract of land out of the Southwest portion of Section 40, Block 9, B.S.& F. Survey, Randall County, Texas being further described by metes and bounds as follows:
 BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664" set in the South line of said Section 40 being the Southeast corner of this tract, whence a PK nail, found for the Southeast corner of Section 40 bears S 89°47'00" E, 4345.06 feet;

THENCE N 89°47'00" W along the South line of said Section 40 for a distance of 950.0 feet to a 1/2" rebar, found in the East right-of-way line of Loop 335 (Soncy Road) the Southwest corner of this tract, whence a railroad spike, found for the Southwest corner of said Section 40 bears N 89°47' W, 100.0 feet;

THENCE N 0°10'56" W along the East line of Loop 335 for a distance of 1648.13 feet to a brass cap highway monument, found;

THENCE N 0°09'58" W along the East line of Loop 335 for a distance of 143.01 feet to a 3/8" rebar with a cap marked "RPLS 4664" set, the Northwest corner of this tract and being the Southwest corner of a 113.813 acre tract;

THENCE S 89°47'00" E along the South line of said 113.813 acre tract for a distance of 949.96 feet to a 3/8" rebar with a cap marked "RPLS 4664", set same being the Northwest corner of a 88.216 acre tract;

THENCE S 0°10'56" E along the West line of said 88.216 acre tract for a distance of 1791.13 feet to the POINT OF BEGINNING.

SAVE & EXCEPT a 1.314 acre tract dedicated for street right-of-way purposes in a Street Deed recorded in Clerk's File No. 00610453 of the Deed Records of Randall County, Texas.

SAVE & EXCEPT a 0.726 acre (31,605.8 square feet) tract of land out of the South part of Section 40, Block 9, B. S. & F. Survey, Randall County, Texas, being further described by metes and bounds as follows:
 BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664", set, from which a railroad spike in pavement, found for the Southwest corner of said Section 40 bears West, 757.73 feet and South, 1788.23 feet;

THENCE S 89°47'00" E for a distance of 286.57 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Northeast corner of the herein described tract;

THENCE S 0°13'00" W for a distance of 110.29 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the southwest corner of the herein described tract;

THENCE N 89°47'00" W for a distance of 286.57 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Southwest corner of the herein described tract;

THENCE N 0°13'00" E for a distance of 110.29 feet to the POINT OF BEGINNING.

TRACT "D"

A 88.216 acre tract of land out of the South portion of Section 40, Block 9, B.S.&F. Survey, Randall County, Texas being further described by metes and bounds as follows:

BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664" set in the South line of said Section 40 for the Southeast corner of this tract, whence a PK nail, found for the Southeast corner of Section 40 bears S 89°47'00" E, 2198.63 feet;

THENCE N 89°47'00" W along the South line of Section 40 for a distance of 2146.43 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Southwest corner of this tract, same being the Southeast corner of a 39.062 acre tract;

THENCE N 0°10'56" W along the East line of said 39.062 acre tract for a distance of 1791.13 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Northwest corner of this tract being in the South line of a 113.813 acre tract;

THENCE S 89°47'00" E along the South line of said 113.813 acre tract for a distance of 2144.55 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Northeast corner of this tract, same being the Northwest corner of a 34.936 acre tract;

THENCE S 0°14'33" E along the West line of said 34.936 acre tract for a distance of 1791.11 feet to the POINT OF BEGINNING.

SAVE & EXCEPT a 2.956 acre tract dedicated for street right-of-way purposes in a Street Deed recorded in Clerk's File No. 00610454 of the Deed Records of Randall County, Texas.

Exhibit "A"

SAVE & EXCEPT a 2.721 acre tract of land out of the South part of Section 40, Block 9, B. S. & F. Survey, Randall County, Texas, being further described by metes and bounds as follows: BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664", set, from which a railroad spike in pavement, found for the Southwest corner of said Section 40 bears West, 1044.30 feet and South, 1787.15 feet;

THENCE S 89°47'00" E for a distance of 1181.14 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the beginning of a 560.00 foot radius curve to the right, with a circle center which bears N 36°21'38" W;

THENCE Southwesterly along said curve to the right for an arc length of 357.50 feet to a 3/8" rebar with a cap marked "RPLS 4664", set;

THENCE N 89°47'00" W for a distance of 847.43 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Southwest corner of the herein described tract;

THENCE N 0°13'00" E for a distance of 110.29 feet to the POINT OF BEGINNING.

TRACT "E"

A 34.936 acre tract of land out of the Southeast portion of Section 40, Block 9, B.S.&F. Survey, Randall County, Texas being further described by metes and bounds as follows: BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664", set in the South line of said Section 40, the Southeast corner of this tract same being the Southwest corner of the SE/4 of the SE/4 of said Section 40, whence a PK nail, found for the Southeast corner of said Section 40 bears S 89°47'00" E for a distance of 1348.63 feet;

THENCE N 89°47'00" W along the South line of said Section 40 for a distance of 850.0 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Southwest corner of this tract;

THENCE N 0°14'33" W for a distance of 1791.11 feet to a 3/8" rebar with a cap marked "RPLS 4664", set for the Northwest corner of this tract and being in the South line of a 113.813 acre tract;

THENCE S 89°47'00" E along the South line of said 113.813 acre tract for a distance of 848.43 feet to a steel fence corner post, the Northeast corner of this tract, being the Northwest corner of Bassett Addition Unit No. 1 being a recorded plat to the City of Amarillo as recorded in Volume 903, page 217 of the Deed Records of Randall County, Texas;

THENCE S 0°18'22" E along the West line of said Bassett Addition Unit No. 1 for a distance of 436.31 feet to a 1/2" rebar, found with a Galladay cap, the Southwest corner of said Bassett Addition Unit No. 1;

THENCE N 88°35'52" E for a distance of 1.08 feet to a 1/2" rebar, found for the Northwest corner of the SE/4 of the SE/4 of said Section 40;

THENCE S 0°14'33" E along the West line of said SE/4 of the SE/4 of Section 40 for a distance of 1354.83 feet to the POINT OF BEGINNING.

SAVE & EXCEPT a 1.171 acre tract dedicated for street right-of-way purposes in a Street Deed recorded in Clerk's File No. 00610455 of the Deed Records of Randall County, Texas.

Exhibit "A"

TRACT "F"

A 26.725 acre tract of land out of the East portion of Section 40, Block 9, B.S.&F. Survey, Randall County, Texas being further described by metes and bounds as follows:

BEGINNING at a 3/8" rebar with a cap marked "RPLS 4664" found in the West line of Coulter Street and being in the North line of Bassett Addition Unit No. 1 a recorded plat to the City of Amarillo of record in Volume 903 page 217 of the Deed Records of Randall County, Texas whence a PK nail, found for the Southeast corner of Section 40 bears

N 89°43'58" E, 60.0 feet and S 0°16'02" E, 1791.36 feet;

THENCE N 89°46'19" W along the North line of Bassett Addition Unit No. 1 for a distance of 1289.43 feet to a steel fence corner post the Southwest corner of this tract, same being the Southeast corner of a 113.813 acre tract;

THENCE N 0°58'01" W along the East line of said 113.813 acre tract for a distance of 961.48 feet to a 1/2" rebar, found with a Keys cap under fence, the Northwest corner of this tract;

THENCE N 89°47'18" E for a distance of 1301.12 feet to a 1/2" rebar with a Keys cap, found in the West line of Coulter Street as per right-of-way deed recorded in Volume 1607, page 184 of the Deed Records of Randall County, Texas, the Northeast corner of this tract;

THENCE S 0°16'02" E parallel to and 60 feet West of the East line of Section 40 and along the present West line of Coulter Street for a distance of 287.33 feet to the South right-of-way line of Continental Parkway;

THENCE S 89°43'58" W along the South right-of-way line of said Continental Parkway, for a distance of 60.00 feet;

THENCE N 86°19'19" W continuing along said South right-of-way line, for a distance of 290.69 feet;

THENCE S 0°16'03" E, departing said South right-of-way line, for a distance of 250.00 feet to the Southwest corner of The Colonies Unit No. 8, an Addition to the City of Amarillo, Randall County, Texas according to the recorded map or plat thereof, of record in Clerk's File Number 616566 of the Deed Records of Randall County, Texas;

THENCE S 86°19'19" E for a distance of 290.69 feet;

THENCE N 89°43'58" E for a distance of 60.00 feet to a point in the West right-of-way line of said Coulter Road;

THENCE S 0°16'02" E parallel and 60.0 feet West of the East line of said Section 40, for a distance of 433.96 feet to the POINT OF BEGINNING.

TRACT "G"

A 35.691 acre tract of land out of the South part of Section 40, in Block 9, B. S. & F. Survey, Randall County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a steel fence corner post found for the Northwest corner of the Bassett Addition Unit No. 1, an Addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 903, Page 217 of the Deed Records of Randall County, Texas;

THENCE N 89°47'00" W for a distance of 1233.37 feet to the Southwest corner of the herein described tract;

THENCE N 0°16'02" W for a distance of 1267.64 feet to the Northwest corner of the herein described tract;

THENCE S 89°49'10" E, at 33.54 feet pass a 5/8" rebar with a cap (Dorsey), found, in all a total distance of 1222.04 feet to a 5/8" rebar, found for the Northeast corner of the herein described tract;

THENCE S 0°11'19" E for a distance of 307.15 feet to a 1/2" rebar with a cap (Keys), found under a fence;

THENCE S 0°58'01" E for a distance of 961.43 feet to the POINT OF BEGINNING.

Exhibit "B"

Colonies Unit No. 5, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 00625729.

Colonies Unit No. 13, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 0212832.

Colonies Unit No. 15, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-13547.

Colonies Unit No. 18, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-28417.

Colonies Unit No. 20, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-31616.

Colonies Unit No. 22, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 04-22119.

Colonies Unit No. 25, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 200502276.

Colonies Unit No. 26, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2005027183.

Colonies Unit No. 27, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 07-011726.

Colonies Unit No. 36, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2008008022.

Colonies Unit No. 38, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 08-010420.

Colonies Unit No. 45, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2010021816.

Colonies Unit No. 50-A, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2013019263.

Colonies Unit No. 62, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2015014190.

Colonies Unit No. 70, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2018013557.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Susan B. Allen

2019002959

02/22/2019 03:17:16 PM

Fee: \$48.00

Susan B. Allen, County Clerk

Randall County, Texas

REST

AMENDMENT OF COLONIES MASTER DECLARATION

This Amendment of Colonies Master Declaration was adopted at a meeting of the Members on December 1, 2016, and was approved by the Developer in accordance with the requirements set forth in Section 5.3 of the Existing Colonies Master Declaration (as defined in Recital B below).

RECITALS

A. WHEREAS, Rockrose Development, Inc. filed that certain *Colonies Master Declaration* dated August 28, 2001, recorded under Clerk's File No. 01-18218 (the "Original Master Declaration");

B. WHEREAS, an amended *Colonies Master Declaration* dated October 6, 2015, recorded under Clerk's File No. 2015019215, replaces the Original Master Declaration (the "Existing Colonies Master Declaration");

C. WHEREAS, the Existing Colonies Master Declaration, as amended hereby, affects all real estate included in the Colonies Public Improvement authorized by the City in Resolution No. 2-13-01-1, which includes, but is not limited to, the real property described in Exhibit "A" attached hereto;

D. WHEREAS, the Members and Developer desire to amend the Existing Colonies Master Declaration as set forth herein; and

E. WHEREAS, any capitalized term that is not defined herein, shall have the meaning given to such term in the Existing Colonies Master Declaration.

AMENDMENT OF MASTER DECLARATION

NOW, THEREFORE, the above recitals are adopted and incorporated herein, and the Existing Colonies Master Declaration is amended as follows:

1. Section 2.3 of the Existing Colonies Master Declaration is deleted and replaced with the following Section 2.3:

2.3 Quorum, Voting, and Notices. Members holding 5.0% of the aggregate votes entitled to be cast by all Members—all of whom must be represented at a meeting of the Members in person, by legitimate proxy in a form approved by the Board, or by an absentee or electronic ballot—will constitute a quorum ("Quorum") for voting on all matters brought before the Members at meetings of the Association. An absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a Quorum only if it satisfies the requirements set forth in Section 4.5 of the Association Bylaws. If a Quorum is not present at a meeting, the meeting may be held with respect to all matters that do not require a vote; however, no votes shall be taken at any meeting at which a Quorum is not present. If a Quorum is not present for voting at a meeting, another meeting

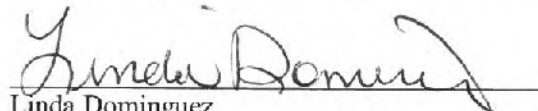
may be set for voting on the same matter or matters, in which case notice of the meeting shall be given to the Members in the same manner as was required for the initial meeting.

2. Other than the above-stated amendment, the Existing Colonies Master Declaration shall continue in full force and effect as drafted.

Effective the 1st day of December, 2016.

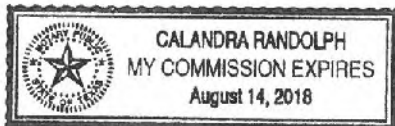
CERTIFICATE OF SECRETARY

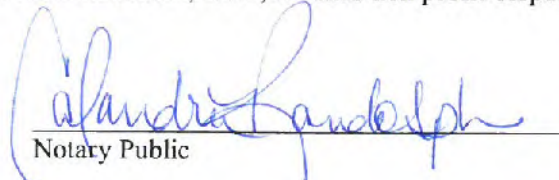
I certify that I am the duly elected and acting secretary of Colonies Master Association, Inc., and that this *Amendment of Colonies Master Declaration* was adopted at a meeting of the Members on December 1, 2016.


Linda Dominguez
Colonies Master Association, Inc. Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 17th day of January, 2017, by Linda Dominguez, Secretary of COLONIES MASTER ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public

APPROVAL BY DECLARANT AND LAND OWNERS

On behalf of Declarant and Land Owners, Rockrose Development, LLC, successor of Rockrose Development, Inc. by conversion, approves of the foregoing *Amendment of Colonies Master Declaration*.

ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

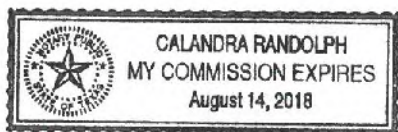
Matt Griffith, Vice President
and Authorized Representative

THE STATE OF TEXAS

§
§
§

COUNTY OF Potter

This instrument was acknowledged before me on this the 17th day of January, 2017, by Matt Griffith, Vice President and Authorized Representative of Rockrose Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



Calandra Randolph
Notary Public

Exhibit "A"

Colonies Unit No. 5, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 00625729;

Colonies Unit No. 13, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 0212832;

Colonies Unit No. 15, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-13547;

Colonies Unit No. 18, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-28417;

Colonies Unit No. 20, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 03-31616;

Colonies Unit No. 22, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 04-22119;

Colonies Unit No. 25, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 200502276;

Colonies Unit No. 26, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2005027183;

Colonies Unit No. 27, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 07-011726;

Colonies Unit No. 36, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2008008022;

Colonies Unit No. 38, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 08-010420;

Colonies Unit No. 45, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2010021816;

Colonies Unit No. 50-A, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2013019263; and

Colonies Unit No. 62, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2015014190.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

2017001196

01/20/2017 03:00 PM

Fee: 32.00

Renee Calhoun, County Clerk
Randall County, Texas

AG

**COLONIES MASTER DECLARATION****(AS AMENDED October 6, 2015)**

This amended Master Declaration for the Colonies is intended to replace that certain *Colonies Master Declaration* filed of record under Clerk's File No. 01-18218 of the Official Public Records of Randall County, Texas (the "Original Master Declaration"). This amended Master Declaration was adopted at a meeting of the Members on October 6, 2015, in accordance with the requirements set forth in Section 5.3 of the Original Master Declaration.

RECITALS

- A. Declarant is in the process of developing the following described real property:

All of The Colonies Unit 5, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, on December 29, 2000, under Document No. 00625729.

- B. Declarant desires to create a procedure and an entity to perform the functions provided in this Master Declaration and to make Assessments.

C. **IMPORTANT NOTICE:** THE PROPERTY IS LOCATED IN A PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION NO. 2-13-01-1 TO CONSTRUCT, INSTALL, AND MAINTAIN ENHANCED PUBLIC IMPROVEMENTS WHICH ARE IN ADDITION TO THE PUBLIC IMPROVEMENTS AND SERVICES THAT NORMALLY WOULD BE PROVIDED BY THE CITY. THE COSTS OF THE ENHANCED PUBLIC IMPROVEMENTS WILL BE PAID FROM SPECIAL ASSESSMENTS LEVIED BY THE CITY AGAINST LOTS LOCATED IN THE PUBLIC IMPROVEMENT DISTRICT. UNTIL CHANGED BY THE CITY OF AMARILLO, THE SPECIAL ASSESSMENT FOR THE PUBLIC IMPROVEMENT DISTRICT WILL BE BASED UPON THE NUMBER OF SQUARE FEET IN A LOT. AN OWNER OF A LOT MAY NOT AVOID PAYMENT OF THE SPECIAL ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT.

D. **IMPORTANT NOTICE:** IN ADDITION TO THE ASSESSMENT BY THE CITY FOR THE PID, EACH OWNER OF A LOT WILL BE SUBJECT TO ASSESSMENTS BY THE COLONIES MASTER ASSOCIATION, INC., A TEXAS NONPROFIT CORPORATION.

E. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN ARTICLE 3.

F. **NOTICE OF STATUTE:** EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

DECLARATION

Now, therefore, Declarant adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, liens, charges, and restrictions upon the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, charges, and restrictions:

Article 1. DEFINITIONS

The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

- (a) **"Affiliate"** means (i) any Person owned or controlled by Developer or by any shareholder of Developer and (ii) any Person owned or controlled by the Land Owners or by any shareholder, partner, or owner of the Land Owners.
- (b) **"Annual Membership Dues"** has the meaning set forth in Section 3.6.
- (c) **"Assessments"** has the meaning set forth in Section 3.1.
- (d) **"Association"** means the "Colonies Master Association, Inc., a Texas nonprofit corporation".
- (e) **"Association Documents"** means this Master Declaration, the Restrictions, the Articles of Incorporation of the Association, and the bylaws of and resolutions adopted by the Association.
- (f) **"Board"** means the Board of Directors of the Association.
- (g) **"City"** means the City of Amarillo, Texas.
- (h) **"City PID Assessments"** has the meaning set forth in Section 3.7.
- (i) **"Common Areas"** means the areas designated as "Common Areas" on Plats of the Property.
- (j) **"Common Expenses"** means:
 - (1) all costs and expenses incurred by the Association to construct, install, and maintain the Enhanced Public Improvements to the extent and standards of quality determined by the Board to be appropriate; and
 - (2) all costs and expenses to hire, employ, retain, or contract with professional management companies or personnel as the Board deems appropriate to perform the day-to-day functions of the Association; and
 - (3) Association accounting and management fees; and
 - (4) all other costs and expenses, including but not limited to reasonable attorney's fees, necessary to enforce the Association Documents and

to manage, operate, and perform the duties and functions of the Board, Architectural Control Committee, and the Association set forth in the Association Documents and to establish a reasonable reserve fund as determined by the Board.

- (k) **“Conversion Date”** means the date on which Developer owns in the aggregate less than 95.0% of the developed Lots and the land to be developed within the Property.
- (l) **“Declarant”** means Rockrose Development, Inc., a Texas corporation, and its successors or assigns to whom rights and powers expressly reserved herein to Declarant are conveyed or assigned in writing, but excluding any Person merely purchasing one or more Lots from Declarant.
- (m) **“Default Rate of Interest”** means the lesser of (i) 18.0% per annum or (ii) the maximum allowable contract rate of interest under applicable law.
- (n) **“Developer”** means any Person who files any of the Plats (*defined in (aa) below*) in the Official Public Records of Randall County, Texas, including Declarant.
- (o) **“Enhanced Public Improvements”** means the public improvements constructed, installed, and maintained in the Common Areas and the unpaved public right-of-way for Hillside and Soncy Road adjacent to the Property and in the center of the entry way off of Coulter Street onto Continental Parkway including but not limited to the following:
 - (1) planting grass, trees, shrubbery, ground cover, and other vegetation;
 - (2) turf maintenance, which includes fertilizing, mowing, edging, trimming, and application of herbicides as required;
 - (3) horticultural maintenance;
 - (4) installation and maintenance of irrigation systems and management of seasonal watering;
 - (5) seasonal planting in Common Areas;
 - (6) tree care which includes fertilization, pruning, and insect disease control;
 - (7) water and electricity;
 - (8) installation and maintenance of ground lighting;
 - (9) supplementary security service;
 - (10) construction, repair, and maintenance of enhanced drainage areas, fences, clock towers, bell towers, park benches, park lighting, architectural and landmark features;

- (11) installation, operation, and maintenance of Christmas lighting in Common Areas;
 - (12) other services incidental to the installation and maintenance of landscaping; and
 - (13) installation, maintenance, and repair of special fencing.
- (p) **“Land Owners”** mean Sam Attebury; Attebury Elevators, Inc., a Texas corporation; Sam Attebury and Julianne Attebury, Trustees of the Josephine Attebury Trust C; Attebury Farm Partnership, a Texas general partnership; and Rockrose Development, Inc., a Texas corporation.
- (q) **“Landscaped Areas”** mean the following described areas:
 - (1) all tracts designated as a “Common Area” on any Plat; and
 - (2) landscaped areas located in the unpaved public right-of-way of Hillside and Soncy Road adjacent to the Property and in the center of the entry way off of Coulter Street onto Continental Parkway.
- (r) **“Lot”** means each Lot (each **“a Lot”** and collectively **“Lots”**) shown on the Plats as amended from time to time and improvements located on a Lot, except for the Common Areas.
- (s) **“Majority Vote of the Members”** has the meaning set forth in Section 2.4.
- (t) **“Master Declaration”** means this “Colonies Master Declaration” and any amendments or modifications thereto filed in the Official Public Records of Randall County, Texas.
- (u) **“Member”** has the meaning set forth in Section 2.1.
- (v) **“Non-Member Owners”** has the meaning set forth in Section 2.1.
- (w) **“Notice of Unpaid Assessments”** has the meaning set forth in Section 3.13.
- (x) **“Owner”** means each Person who is a record owner of a fee simple interest in any Lot, but excluding any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.
- (y) **“Person”** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.
- (z) **“PID”** means the Colonies Public Improvement District authorized by the City in Resolution No. 2-13-01-1 adopted by the City Commission on February 13, 2001.
- (aa) **“Plats”** mean all Plats (each **“a Plat”** and collectively **“Plats”**) of real estate included in the PID recorded at any time in the Official Public Records of Randall County, Texas.

- (bb) **"Property"** means the real estate described in Item A under Recitals above and all other real estate included in the PID.
- (cc) **"Quorum"** has the meaning set forth in Section 2.3.
- (dd) **"Regular Assessments"** has the meaning set forth in Section 3.2.
- (ee) **"Restrictions"** means all Declarations of Covenants, Conditions, and Restrictions placed on the Property at any time and any amendments or modifications thereto.
- (ff) **"Special Group Assessments"** has the meaning set forth in Section 3.3.
- (gg) **"Special Owner Assessments"** has the meaning set forth in Section 3.4.
- (hh) **"Streets"** means the streets dedicated on the Plats for motor vehicle use.
- (ii) **"Transfer Assessment"** has the meaning set forth in Section 3.5.
- (jj) **"Transfer Certificate"** has the meaning set forth in Section 3.5.
- (kk) **"Trustee"** has the meaning set forth in Section 3.15.

Other terms used in this Master Declaration are defined in various provisions hereof.

Article 2.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 **Membership.** Each Owner, including Developer, automatically is a member of the Association (**"Member"**), except for the following which are considered **"Non-Member Owners"**:

- (a) the City is not a Member unless it owns a Lot other than the Common Areas, Landscaped Areas, Streets, or public easements;
- (b) a public school district is not a Member unless it owns a Lot other than that used as a public school; and
- (c) a utility provider is not a Member unless it owns a Lot other than utility easements.

Membership in the Association is appurtenant to and cannot be separated from ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner. The word "Owner" as used in this Master Declaration does not include any Non-Member Owner.

2.2 **Classes of Members.** The Association will have two classes of voting Members:

- (a) **Class A. "Class A Members"** will be all Owners except Developer. Class A Members will be entitled to one vote for each Lot owned by the Class A Member. If a Member owns a Lot plus a portion of an adjacent Lot, the Member will only have one vote. If a Lot is owned by more than one Owner, the number of votes attributable to the Lot will be the same as if there was only one Owner, and the vote attributable to the Lot may be cast only if—before time of the vote in question—all Owners who own the Lot have delivered to the Board a written agreement setting forth how such vote is to be cast or designating one of such Owners to cast the vote attributable to such Lot. Any Owner who is not a natural person must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such Owner. An Owner may delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.
- (b) **Class B.** The sole **"Class B Member"** will be Developer. The Class B Member will be entitled to three votes for each Lot owned by Developer but the Class B Member will cease on the Conversion Date, and Developer thereafter will become a Class A Member for so long as Developer owns any Lot.

2.3 **Quorum, Voting, and Notices.** Members holding 25.0% of the aggregate votes entitled to be cast by all Members—all of whom must be represented at a meeting of the Members in person, by legitimate proxy in a form approved by the Board, or by an absentee or electronic ballot—will constitute a quorum (a "Quorum") for voting on matters brought before the Members at meetings of the Association (provided that an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a Quorum only if it satisfies the requirements set forth in Section 4.5 of the Association Bylaws). If a Quorum is not present at a meeting, the meeting shall be adjourned and another notice of the meeting shall be given to the Members stating the date of the next meeting which must not be less than 10 days nor more than 30 days after the previous meeting. Such notice shall advise the Members that a Quorum was not present at the previous meeting and that the requirements for a Quorum at the next meeting will be 5.0% less. Notice requirements for all actions of the Association which require approval by its Members are in the Association Bylaws. The term **"Majority Vote of the Members"** means, at the time such vote is taken, a majority vote of the Members represented at a meeting at which a Quorum is present. A Majority Vote of the Members will be the act of the Members.

2.4 **No Cumulative Voting.** There will be no cumulative voting.

Article 3. ASSESSMENTS

3.1 **Covenants for Assessments.** The Owner of a Lot, by acceptance of a deed or other conveyance document (*whether or not any agreement to pay Assessments is included in such deed or document*), will be deemed to covenant and agree to pay to the Association, or to any Person designated by the Association, all of the following assessments (collectively the **"Assessments"**):

- (a) Regular Assessments as provided in Section 3.2;
- (b) Special Group Assessments as provided in Section 3.3;
- (c) Special Owner Assessments as provided in Section 3.4;

- (d) Transfer Assessment as provided in Section 3.5;
- (e) Annual Membership Dues as provided in Section 3.6; and
- (f) City PID Assessments as provided in Section 3.7.

3.2 Regular Assessments. “Regular Assessments” will be determined, allocated, and expended for 12-month periods that coincide with the annual budget period of the PID, and each such 12-month period will constitute a fiscal year of the Association. If there is no annual PID budget period, the fiscal year of the Association will be a calendar year. Regular Assessments will be used to pay Common Expenses. Regular Assessments for each fiscal year of the Association will be set by the Board 30 days before the expiration of the preceding fiscal year or as soon thereafter as reasonably possible. Regular Assessments will be allocated among the Owners (*including Developer*) in the same manner and proportion as the costs and expenses of the PID are assessed by the City against the Owners. If the City for any reason has not made PID assessments before the time the Board determines that Regular Assessments are necessary for the payment of Common Expenses, the Board may levy Regular Assessments and allocate them in an equitable manner as determined by the Board. The Board has the right at any other time to levy Regular Assessments to pay Common Expenses not paid or scheduled to be paid by PID to be allocated on the same basis as the City last allocated them, or if the City has not previously made such allocation, the allocation will be established by the Board in an equitable manner. If the City fails to make a PID assessment for any fiscal year, unless approved by a Majority Vote of the Members (*with the Class B Member only having one vote for this purpose for each Lot owned by the Class B Member*):

- (a) the first Regular Assessments thereafter levied may not exceed in the aggregate 110.0% of the last year's PID assessments by the City; and
- (b) Regular Assessments thereafter may not exceed in the aggregate 110.0% of the prior year's Regular Assessments.

Should a surplus from Assessments—other than necessary reserves—exist at the end of any fiscal year, the Board must reduce the next year's Regular Assessments by an amount equal to such surplus.

3.3 Special Group Assessments. With the approval of a Majority Vote of the Members (*with the Class B Member having only one vote for this purpose for each Lot owned by the Class B Member*), the Board may levy at any time by **written** notice to Owners “**Special Group Assessments**” to pay any unanticipated expenses that normally would have been paid by Regular Assessments. Special Group Assessments will be allocated in the same manner as Regular Assessments.

3.4 Special Owner Assessments. The Board may levy “**Special Owner Assessments**” against an Owner to pay the costs and expenses:

- (a) to maintain improvements and landscaping on a Lot if the Owner of the Lot fails to properly maintain the improvements and landscaping;
- (b) to repair and replace the Enhanced Public Improvements if they are damaged or destroyed, directly or indirectly, by the acts or omissions of an Owner or its agents, contractors, employees, or occupants or visitors of an Owner, as determined by the Board; and

- (c) of reasonable attorney's fees and court costs incurred to enforce the Association Documents and for the collection of the Assessments.

3.5 **Transfer Assessment.** Each Owner—except Developer—must pay or cause to be paid to the Association a “**Transfer Assessment**” each time title to a Lot is transferred. If title to a Lot is transferred because of a foreclosure, the Transfer Assessment must be paid by either the lender foreclosing on a Lot or the buyer at the foreclosure sale. Upon receipt of the Transfer Assessment, the Association or its designee will issue a “**Transfer Certificate**”. Until changed by the Board, the Transfer Assessment is \$50.00. The buyer of a Lot must furnish the Association with the owner information required in Section 5.7.

3.6 **Annual Membership Dues.** Until changed by the Board, “**Annual Membership Dues**” will be \$120.00. When a Lot is purchased from Developer, the Annual Membership Dues will be prorated and collected as of the date of the sale for the remainder of the calendar year. Thereafter, Annual Membership Dues will be due and payable as provided in Section 3.8. If a Member owns a Lot plus a portion of an adjacent Lot, the Member will owe the full amount of the Annual Membership Dues on the whole Lot and the prorated portion of the Annual Membership Dues on the partial Lot as determined by the Board.

3.7 **City PID Assessments.** Each Owner must pay or cause to be paid to the City, its successors and assigns, all Assessments pursuant to Chapter 372 of the Texas Local Government Code as then in effect (the “**City PID Assessments**”).

3.8 **Due Date of Assessments.** Regular Assessments and Annual Membership Dues are payable within 30 days after an invoice is mailed to an Owner. The due date of Special Group Assessments or Special Owner Assessments will be fixed in the written notice levying such Assessment, but such due date will not be earlier than 15 days after the date of such notice. A Transfer Assessment is due before the deed conveying the Lot is filed in the Official Public Records of Randall County, Texas. City PID Assessments are due on or before December 31 of each year. Each Owner, if requested by the holder of a first lien on the Lot owned by such Owner, must pay the Assessments to such lienholder as a part of the escrow amounts included in monthly mortgage payments. The lienholder will be obligated to pay the Assessments to the extent it has funds in escrow for such purpose.

3.9 **Alternative Payment Schedule.** The Board shall provide a delinquent Owner with an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest. Owners will be provided an alternative payment plan to repay the balance due in at least three equal monthly installments of principal, with interest accruing at the rate charged all delinquent owners, and reasonable costs associated with administering the payment plan. The Board shall not be required to (1) provide a payment plan for any amount that extends more than 18 months from the date of the Owner's request for a payment plan; (2) enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the Owner's default under the previous payment plan; (3) make a payment plan available to an Owner after the period for cure described by Texas Property Code Section 209.0064(b)(3) expires; and/or (4) allow an Owner to enter into a payment plan more than once in any 12-month period.

3.10 **Personal Obligation for Payment of Assessments.** The Assessments are personal obligations of the Owner of each Lot. No Owner may exempt himself from liability for Assessments. If an Owner does not pay an Assessment in full when due, such Owner must pay interest on the unpaid Assessment from the due date until paid at the Default Rate of Interest together with all costs and

expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees. A service charge in an amount established by the Board may be charged for each check for an Assessment which is returned unpaid. The Board may reject any partial payment and demand full payment, or the Board may accept partial payment without waiving any rights to the remaining balance. The obligation of an Owner to pay Assessments remains the personal obligation of the Owner, and such obligation will not pass to transferees from such Owner unless expressly assumed by the transferees; but the lien securing the Assessments provided for below will be unaffected by the transfer of any ownership interest in a Lot. In the event of any transfer of any ownership interest in a Lot, it will be the obligation of the transferring Owner to disclose the existence of all sums due and owing the Association to the transferee, the title company designated to handle such transaction, the financing entity, and any other party involved in the transaction. Such disclosure must be given before the date on which the transaction is to be consummated. A copy of the disclosure must also be sent to the Association or its designee at the same time.

3.11 Assessment Lien. All future Assessments and all unpaid Assessments, together with interest from the due date until paid at the Default Rate of Interest and together with the costs and expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees and court costs, are secured by a continuing contractual lien (the "**Assessment Lien**") against the affected Lot. The Assessment Lien encumbers each Lot and is binding on the Owner thereof and the Owner's heirs, successors, devisees, personal representatives, and assigns. The Assessment Lien attaches to each Lot as of the date of this Master Declaration and on Lots included in future Plats as of the date future Plats are recorded in the Official Public Records of Randall County, Texas, and is superior to all liens other than:

- (a) a deed of trust or mortgage lien against the Lot;
- (b) any sale and leaseback agreement or lease and subleaseback agreement whereby an Owner transfers a Lot and simultaneously acquires a possessory interest under a lease or other agreement with the transferee;
- (c) the lien securing real estate taxes; and
- (d) the lien securing assessments to pay costs and expenses of the PID;

but the liens described in (a) and (b) above will be inferior and subordinate to the lien provided for in this Section 3.11 to the extent of any unpaid Assessments described in a Notice of Unpaid Assessments recorded in the Official Public Records of Randall County, Texas, before the date the liens described in (a) or (b) above are recorded.

3.12 Disclosure. ALL LOTS ARE CONVEYED AND ACCEPTED BY THE OWNER THEREOF SUBJECT TO THE ASSESSMENT LIEN. THE ASSESSMENT LIEN ATTACHES TO ALL LOTS AND IS SUPERIOR TO ANY HOMESTEAD RIGHTS THAT MAY BE ASSERTED BY THE PURCHASERS OF LOTS.

3.13 Unpaid Assessments. To evidence unpaid Assessments, the Association may prepare a written notice of unpaid Assessments ("**Notice of Unpaid Assessments**") setting forth:

- (a) the amount of the unpaid Assessments;
- (b) the amount of interest owed thereon computed at the Default Rate of Interest from the due date;

- (c) the amount of costs and expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees;
- (d) the name of the Owner of the affected Lot; and
- (e) a description of the affected Lot.

Such notice must be sent to the Owner of the affected Lot and recorded in the Official Public Records of Randall County, Texas. The Association must record—at the affected Owner's expense—a release of any recorded Notice of Unpaid Assessments when the Assessments, interest, and all collection costs, including reasonable attorney's fees, have been paid in full.

3.14 Certificate of Assessment. Upon request by an Owner, the Association must furnish a certificate setting forth any unpaid Assessments owed by an Owner.

3.15 Enforcement. The Assessment Lien may be enforced by judicial foreclosure or by non-judicial foreclosure through a public sale according to Section 51.002, Texas Property Code, as then amended. In addition, the Association may institute suit against the Owner of the affected Lot to obtain a judgment for all sums due and owing to the Association. The Association may purchase any Lot at foreclosure and may acquire, hold, lease, mortgage, convey, or otherwise deal with such Lot. For value received and to secure payment of the Assessments, at the time of the Original Master Declaration, Developer conveyed the Lots to Garland D. Sell, Trustee, whose address is 504 South Polk, Suite 101, Amarillo, Texas 79101-2318, and to his successors (“**Trustee**”), in trust, and Developer warranted and agreed to defend title to the Lots by, through, and under Developer, but not otherwise. If a Notice of Unpaid Assessments is filed and the Owner of the affected Lot pays the delinquent Assessments according to the terms hereof, the Notice of Unpaid Assessments will have no further effect.

3.16 Enforcement Rights. The Association has the following rights to enforce payment of Assessments non-judicially:

- (a) The Association may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- (b) If an Owner defaults in payment of an Assessment and the default continues after the Association gives the Owner notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then the Association may:
 - (1) request Trustee to foreclose the lien, in which case, the Association or the Association's agent will give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and
 - (2) purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited on the Assessments.

3.17 Trustee's Duties. If requested by the Association to foreclose a lien, Trustee will:

- (a) either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;

- (b) sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) from the proceeds of the sale, pay, in this order:
 - (1) expenses of foreclosure, including a reasonable commission to Trustee;
 - (2) to the Association, the full amount of the Assessments, interest, attorney's fees, and other charges due and unpaid;
 - (3) any amounts required by law to be paid before payment to Owner; and
 - (4) to the Owner, any balance.

3.18 General Foreclosure Provisions.

- (a) If a Lot is sold under this Master Declaration, the Owner must immediately surrender possession to the purchaser. If the Owner fails to do so, the Owner will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- (b) Recitals in any Trustee's deed conveying the Lot will be presumed to be true.
- (c) Proceedings under this Master Declaration, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

**Article 4.
ASSOCIATION BOARD OF DIRECTORS**

4.1 Creation of Board. The Association will be governed by the Board elected by a Majority Vote of the Members. The size and composition of the Board, its method of election, and its duties and authorities will be as provided herein and in the Association Documents. The Board will exist and function solely for the benefit of the Property, the Association, and the Members.

4.2 Use of Assessment Funds. The Board will be responsible for setting, collecting, and disbursing Assessments except City PID Assessments. The Board has the authority to spend funds from Assessments for:

- (a) the payment of Common Expenses;
- (b) the employment of personnel, accountants, consultants, managers, or contractors to manage and operate the Association; but the directors of the Association will not receive any compensation for serving in such capacity;
- (c) the purchase of a policy or policies of insurance insuring the Association and its directors, officers, employees, and representatives against any liability incident to the management and operation of the Association;
- (d) the purchase of fidelity bonds as provided in Section 4.6(c);

- (e) the payment of general and administrative costs necessary for the management and operation of the Association or for the enforcement of the Association Documents;
- (f) the payment of costs incurred in the exercise and performance of the rights and obligations of the Association by its directors, officers, employees, and representatives;
- (g) the payment of attorney's fees and other costs for the enforcement of the terms hereof and the Restrictions; and
- (h) the payment of other reasonable expenses.

4.3 Additional Authorities and Duties of the Board. The Board has the following additional authorities and duties, including the right to spend funds from Assessments to pay the costs thereof:

- (a) to enter into agreements or contracts on behalf of the Association;
- (b) to borrow funds, secured by an assignment or pledge of Assessments if required, necessary for the management and operation of the Association;
- (c) to maintain one or more bank accounts in the name of the Association;
- (d) to sue or to defend in any court on behalf of the Association;
- (e) to make, or cause to be made, any tax returns, reports, or other filings on behalf of the Association;
- (f) to adjust the amount of, collect, and use insurance proceeds for the purposes for which they were intended and, if the insurance proceeds are insufficient, to provide full reimbursement through the imposition of Special Group Assessments or Special Owner Assessments, whichever is applicable;
- (g) to change the amount of the Transfer Assessment;
- (h) to change the amount of the Annual Membership Dues;
- (i) to enforce the Association Documents;
- (j) to maintain books and records with respect to the business of the Association and with respect to the levy, collection, receipt, administration, expenditure, and disposition of Assessments and other funds of the Association according to sound accounting practices, and to permit any Owner to inspect and copy the same upon reasonable notice during normal business hours at an office of the Association or Developer; and
- (k) to perform such other duties and functions as are necessary to carry out the rights, duties, and obligations of the Association.

4.4 Affiliated Contracts. The Association may contract with any Owner, including without limitation Developer or an Affiliate, for performance of services which the Association is obligated or

authorized to perform. All such contracts must be at competitive rates then prevailing for such services and upon other terms and conditions and for the consideration as the Board considers advisable and in the best interest of the Association provided the level of service received is consistent with that available from unrelated third parties.

4.5 **Liability Limitations.** No Owner or director, officer, employee, or representative of the Association will be personally liable for the debts, obligations, or liabilities of the Association, regardless of how the debts, obligations, or liabilities are evidenced. The directors, officers, employees, and representatives of the Association will not be liable for any act or omission (*even if such act or omission constitutes negligence*) unless the act or omission constitutes willful misconduct or bad faith and, to the extent not covered by insurance, the Association must indemnify such directors, officers, employees, and representatives from and against all cost, expense, loss, or liability, including but not limited to reasonable attorney's fees suffered or incurred by such persons as a direct or indirect result of their having served the Association in their respective capacities. The cost of the indemnity set forth above may be allocated among the Owners as Special Group Assessments or Special Owner Assessments, whichever is applicable. The right to indemnification set forth above will not be exclusive of any other rights to which a director, officer, employee, or representative may be entitled at law or in equity.

4.6 **Insurance.** The Association may obtain and maintain:

- (a) liability insurance covering directors, officers, employees, and representatives of the Association and the Enhanced Public Improvements in such coverages, amounts, and with such endorsements as the Board considers to be necessary and reasonable;
- (b) errors and omissions insurance for directors, officers, employees, and representatives of the Association;
- (c) fidelity bonds for directors, officers, employees, and representatives of the Association; and
- (d) casualty insurance on Enhanced Public Improvements.

All insurance policies must be issued by financially sound companies licensed to do business in Texas. The Association must use net insurance proceeds for the purpose the insurance was obtained, and any proceeds still remaining must be deposited by the Association in its reserve fund. Should insurance proceeds be insufficient to fully satisfy any loss or damage, the Association may levy Special Group Assessments or Special Owner Assessments, whichever is applicable, to cover such deficiency.

Article 5. GENERAL PROVISIONS

5.1 **Binding Effect and Duration.** The provisions hereof run with title to all Lots, bind all Owners and occupants of all Lots, and inure to the benefit of and are enforceable by Developer, any Affiliate, the Association, and any Owner, and their respective heirs, executors, legal representatives, successors and assigns, and will be effective for a period of 60 years from the date the Original Master Declaration was recorded in the Official Public Records of Randall County, Texas. This Master Declaration will thereafter extend automatically for successive periods of 10 years unless changed by an amendment or termination as provided in Section 5.3.

5.2 **Interpretation.** The provisions hereof must be liberally interpreted and, if necessary, be extended or enlarged by implication to make them fully effective. The Board has the right to resolve all questions arising under or in connection with the Association Documents and the right to construe and interpret their provisions. Any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, will be binding on the Owners. The provisions hereof must be given full force and effect notwithstanding the existence of any zoning ordinance, building codes, or other applicable regulations which are less restrictive. The effective date of this Master Declaration will be the date it is recorded in the Official Public Records of Randall County, Texas. The captions of each Article and Section hereof are inserted only for convenience and are not intended to be used to define, limit, extend, or otherwise modify the Article or Section to which they refer. This Master Declaration is construed under and according to the laws of the State of Texas.

5.3 **Amendments.** This Master Declaration may be amended or terminated, in whole or in part, by a Majority Vote of the Members; but:

- (a) until the Conversion Date, no amendment or termination will be effective without the written approval of Developer; and
- (b) until Plats on all of the Property have been recorded in the Official Public Records of Randall County, Texas, no amendment or termination will be effective without the written approval of the Land Owners.

Notwithstanding the foregoing, Declarant, without the joinder of any other party, may make minor changes or amendments to this Master Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein or to make changes required by any governmental agency. No amendment or termination will be effective until a written instrument setting forth the terms thereof has been executed by the parties whose approval is required as set forth above and has been recorded in the Official Public Records of Randall County, Texas.

5.4 **Enforcement.** Developer, any Affiliate, the Association, and any Owner have the right, but not the obligation, to enforce the provisions hereof. Enforcement may be made by proceedings at law or in equity. The rights, powers, and remedies provided herein are cumulative, and the exercise by any party of any particular right, power, or remedy will not be deemed an election of remedies and will not preclude such party from resorting to other rights, powers, or remedies. With respect to any litigation hereunder or under the Association Documents, the prevailing party will be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

5.5 **No Waiver or Obligation to Enforce.** No delay or failure by an aggrieved party to invoke any right, power, or remedy available to it for a breach of the Association Documents or the Restrictions will be considered a waiver by that party of such right, power, or remedy upon the recurrence or continuance of the breach or the occurrence of a different breach. Neither Developer nor an Affiliate nor the Association nor their respective officers, directors, employees, or representatives will be obligated to take any action to enforce the Association Documents or the Restrictions.

5.6 **Severability.** If any condition, covenant, or provision herein contained is invalid which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction—such invalidity will not affect any other condition, covenant, or provision, each of which will remain in full force and effect.

5.7 **Owner Information.** Except for those Owners who purchase Lots from Developer, any Person, on becoming an Owner of a Lot, must furnish to the Association or its designee a true and correct copy of the original of the recorded instrument vesting that Person with an interest or ownership in the Lot. A Person will not be deemed to be a Member entitled to vote at any annual or special meeting of Members unless this requirement is first met. Each Owner must furnish to the Association written notice of an address for receiving notices pursuant to the Association Documents. Each Owner must notify the Association in writing of the name and address of all Persons occupying any Lot in which the Owner has an interest. It is the responsibility of the Owner and any occupant of a Lot to keep the required information current and to advise the Association of any changes. Absent any other written notice, notices to an Owner may be sent to the street address of the Lot owned by such Owner.

5.8 **Additional Property.** The Land Owners may in the future, without the joinder of any other Person, subject additional tracts of land to this Master Declaration by recording in the Official Public Records of Randall County, Texas, supplements to this Master Declaration containing the descriptions of the additional tracts of land.

5.9 **Notices.** Any notice required in the Association Documents to be given will be deemed to have been given when hand delivered with written evidence of receipt or when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed:

- (a) for notice to an Owner, to the address of the Owner as shown on the records of the Association at the time of the mailing; and
- (b) for notice to Developer or the Association: 3905 Bell Street, Amarillo, TX 79109, or to such other address specified by Developer or the Association in a document recorded for such purpose in the Official Public Records of Randall County, Texas.

5.10 **Mortgagees.** The holder of a mortgage affecting a Lot will, upon written request to the Association, be notified in writing by the Association of any default under the Association Documents by the Owner of the mortgaged Lot, and the mortgage holder has the right to cure the default within the times herein provided for cure by the Owner.

5.11 **Actions of Declarant, Developer, Board, and Association.** Wherever the phrases "Declarant may", "Developer may", "the Board may", or "the Association may" appear in the Association Documents, such phrases mean, respectively; "Declarant will have the right and authority, in its sole discretion", "Developer will have the right and authority, in its sole discretion", "the Board will have the right and authority, in its sole discretion", and "the Association will have the right and authority, in its sole discretion". Wherever the Association Documents provide for a determination, decision, consideration, opinion, belief, judgment, declaration, or other similar action to be given or rendered by Declarant, Developer, an Affiliate, the Board, or the Association, such determinations, decisions, considerations, opinions, beliefs, judgments, declarations, or other actions will be given or rendered in the sole discretion of Declarant, Developer, the Affiliate, the Board, or the Association, as the case may be, unless the Association Documents specifically provide to the contrary.


5.12 **Gender.** When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

5.13 **Conflicts.** Notwithstanding anything contained herein to the contrary, should all or part of this Colonies Master Declaration be in conflict with the Texas Nonprofit Corporation Act, Texas Property Code, or any other Texas law, such Act or law will control. Should any part of this Colonies Master Declaration be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, will be valid and operative.

Dated the 6th day of October, 2015.

CERTIFICATE OF SECRETARY

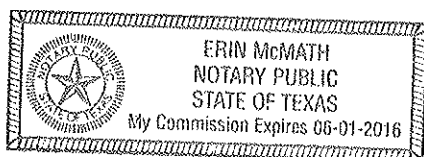
I certify that I am the duly elected and acting secretary of Colonies Master Association, Inc., and that this *Colonies Master Declaration* (as amended October 6, 2015) was adopted at a meeting of the Members on October 6, 2015.




Lori L. Williams
Colonies Master Association, Inc. Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 6 day of October 2015, by Lori L. Williams, Secretary of COLONIES MASTER ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.





Notary Public

APPROVAL BY DECLARANT AND LAND OWNERS

On behalf of Declarant and Land Owners, Rockrose Development, LLC, successor of Rockrose Development, Inc. by conversion, approves of the foregoing *Colonies Master Declaration* (as amended October 6, 2015).

ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Matt Griffith, Vice President
and Authorized Representative

THE STATE OF TEXAS

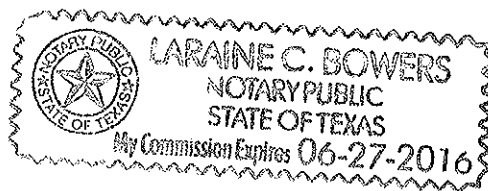
COUNTY OF _____

Randall

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This instrument was acknowledged before me on this the 27th day of October, 2015, by Matt Griffith, Vice President and Authorized Representative of Rockrose Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Laraine C. Bowers
Notary Public



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

2015019215

11/03/2015 11:19 AM

Fee: 80.00

Renee Calhoun, County Clerk
Randall County, Texas

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