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PINNACLE MASTER DECLARATION
(Dated March 1, 2019)

This Master Declaration for the Pinnacle Subdivision is made by Rockrose Development, LLC, a Texas limited liability company.

RECITALS

A. Declarant is in the process of developing the real property described in Exhibit "A" attached hereto and incorporated herein.

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

C. **IMPORTANT NOTICE:** EACH OWNER OF A LOT WITHIN THE PINNACLE SUBDIVISION IS AUTOMATICALLY A MEMBER OF THE PINNACLE MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC. AS A MEMBER OF THE PINNACLE MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSESSMENTS LEVIED BY THE PINNACLE MASTER ASSOCIATION, INC. AS SET FORTH IN ARTICLE 3 HEREIN.

D. **IMPORTANT NOTICE:** IN ADDITION, ALL PROPERTY WITHIN THE PINNACLE SUBDIVISION IS LOCATED IN A PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION NO. 08-01-17-1. **THE PUBLIC IMPROVEMENT DISTRICT IS SEPARATE AND APART FROM THE PINNACLE MASTER ASSOCIATION.** THE PUBLIC IMPROVEMENT DISTRICT WAS CREATED AND IS AUTHORIZED BY THE CITY OF AMARILLO TO CONSTRUCT, INSTALL, AND MAINTAIN ENHANCED PUBLIC IMPROVEMENTS WITHIN THE SUBDIVISION, 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 PID ASSESSMENTS LEVIED BY THE CITY AGAINST LOTS LOCATED IN THE PUBLIC IMPROVEMENT DISTRICT. **THE PID ASSESSMENTS ARE SEPARATE FROM AND IN ADDITION TO THE ASSESSMENTS THAT ARE PAYABLE TO THE PINNACLE MASTER ASSOCIATION, INC.** UNTIL CHANGED BY THE CITY OF AMARILLO, THE PID 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 PID ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT.

E. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO THE ASSESSMENT LIEN 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.

G. **IMPORTANT NOTICE:** THE RECORDING OF THIS DOCUMENT IN THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, SERVES AS CONSTRUCTIVE NOTICE TO ALL PERSONS THAT THE SUBDIVISION IS SUBJECT TO THE TERMS OF THE ASSOCIATION DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, THIS PINNACLE MASTER DECLARATION, THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC., AND ANY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING THE PROPERTY. ALL PERSONS ARE CONSIDERED TO HAVE NOTICE OF THE CONTENTS CONTAINED IN SUCH DOCUMENTS REGARDLESS OF WHETHER SUCH PERSONS HAVE EXAMINED SUCH DOCUMENTS. **IF YOU DO NOT UNDERSTAND THE EFFECT OF THE CONTENTS OF SUCH DOCUMENTS, CONSULT AN ATTORNEY BEFORE PURCHASING ANY PROPERTY INCLUDED IN THE SUBDIVISION.**

H. Attebury Elevators, LLC, a Texas limited liability company ("**Attebury**") is the owner of all of the Property, with the exception of a portion of the Property that is owned by Canyon Independent School District and a portion of the Property that Attebury has conveyed to Declarant. Collectively, Attebury, Declarant, and Canyon Independent School District own all of the Property.

I. A portion of the Property owned by Canyon Independent School District has been platted as Pinnacle Unit No. 1, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2015009533, Official Public Records, Randall County, Texas. The remainder of the Property owned by Canyon Independent School District has been platted as a portion of Pinnacle Unit No. 2, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's Fine No. 2016015172, Official Public Records, Randall County, Texas. A portion of Pinnacle Unit No. 2 is not included within the Property.

J. Declarant intends, but is not obligated, to plat the portion of the Property presently owned by Declarant as Pinnacle Unit No. 3, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas.

K. Attebury intends, but is not obligated, to convey the remainder of its interest in the Property to Declarant in phases, and Declarant intends, but is not obligated, to plat and develop the Property in phases.

L. All portions of the Property that are platted shall be subject to the covenants, conditions, liens, charges, and restrictions contained in this Master Declaration.

DECLARATION

A. Now, therefore, the above Recitals are adopted and the covenants, conditions, liens, charges, and restrictions contained in this Master Declaration are adopted, established, and

imposed upon the Subdivision. The Subdivision will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, charges, and restrictions. All Owners and other occupants of any Lot agree that the Subdivision is subject to the covenants, conditions, liens, charges, and restrictions contained in this Master Declaration.

B. The covenants, conditions, liens, charges, and restrictions contained in this Master Declaration (i) are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners, and (ii) run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

C. Each Owner and occupant of a Lot agrees to comply with the Association Documents and agrees that failure to comply may subject such Owner and/or occupant to a fine, an action for amounts due to the Association, damages, or injunctive relief.

D. Notwithstanding any contrary provision in the Association Documents, the Declarant reserves the right, during the Development Period, to facilitate the development, construction, and marketing of the Subdivision, and to direct the size, shape, and composition of the Subdivision. These rights are in addition to all other rights afforded to Declarant by the Association Documents and take precedence over any conflicting provision in the Association Documents.

E. The Association is established by the filing of a certificate of formation and is governed by the Association Documents. The Association has the powers of a nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Association Documents.

Article 1.
DEFINITIONS

The use of any of the following defined terms in their capitalized form (whether in the singular or plural form) will have the meaning designated below, while the use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

1.1 "**Affiliate**" means (i) any Person owned or controlled by Developer or by any shareholder, partner, member, or owner of Developer, and (ii) any Person owned or controlled by the Land Owner or by any shareholder, partner, member, or owner of the Land Owner.

1.2 "**Annual Membership Dues**" has the meaning set forth in Section 3.2.

1.3 "**Assessments**" has the meaning set forth in Section 3.1.

1.4 "**Association**" means the Pinnacle Master Association, Inc., a Texas nonprofit corporation.

1.5 **"Association Documents"** means this Master Declaration, the Restrictions, the Certificate of Formation of the Association, the Bylaws, any resolutions adopted by the Board or Association, and any Rules adopted by the Board.

1.6 **"Board"** means the Board of Directors of the Association.

1.7 **"Bylaws"** means the Bylaws of Pinnacle Master Association, Inc.

1.8 **"City"** means the City of Amarillo, Texas.

1.9 **"Common Areas"** means the areas designated as a "Common Area" on Plats of the Property.

1.10 **"Declarant"** means Rockrose Development, LLC, a Texas limited liability company, and its successors and/or assigns to whom any of those rights and powers that are expressly reserved to Declarant in the Association Documents are conveyed or assigned in writing, whether in whole or in part, but excluding any Person merely purchasing one or more Lots from Declarant.

1.11 **"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.

1.12 **"Developer"** means any Person who files any of the Plats in the Official Public Records of Randall County, Texas, including Declarant.

1.13 **"Development Period"** means the period beginning on the date of this Declaration and ending on the date when both of the following occur: (1) Declarant has platted all of the Property that Declarant intends to plat for residential use, and (2) Declarant owns less than 5% of all Lots that Declarant has platted for residential use.

1.14 **"Director"** means a member of the Board of Directors.

1.15 **"Enhanced Public Improvements"** means the public improvements constructed, installed, and maintained by the PID in the Common Areas including, but not limited to, the following:

(a) planting grass, trees, shrubbery, ground cover, and other vegetation;

(b) turf maintenance, which includes fertilizing, mowing, edging, trimming, and application of herbicides, as required;

(c) horticultural maintenance;

(d) installation and maintenance of irrigation systems and management of seasonal watering;

(e) seasonal planting in Common Areas;

(f) tree care, which includes fertilization, pruning, and insect disease control;

(g) water and electricity;

(h) installation and maintenance of ground lighting;

(i) construction, repair, and maintenance of enhanced drainage areas, fences, brick walls, park benches, park lighting, architectural, and landmark features;

(j) other services incidental to the installation and maintenance of landscaping; and

(k) installation, maintenance, and repair of special fencing and entrance features.

1.16 **"Land Owner"** means Attebury Elevators, LLC, a Texas limited liability company.

1.17 **"Lot"** means each Lot (each **"a Lot"** and collectively **"Lots"**) shown on the Plats, as amended from time to time, including improvements located on a Lot, except for the Common Areas. The definition of "Lot" expressly excludes any unplatted portions of the Property.

1.18 **"Majority Vote of the Members"** means, at the time a vote is taken, a vote of more than one-half of the votes represented at a meeting (whether represented in person, by legitimate proxy in a form approved by the Board, or by an absentee or electronic ballot in a form approved by the Board) at which a Quorum of Members is present, taking into consideration the number of votes attributable to Class A Members and Class B Members as set forth in Section 2.2.

1.19 **"Master Declaration"** means this "Pinnacle Master Declaration" and any amendments or modifications thereto filed in the Official Public Records of Randall County, Texas.

1.20 **"Member"** has the meaning set forth in Section 2.1.

1.21 **"Necessary Association Expenses"** means those costs and expenses which are necessary for the upkeep or management of the Subdivision or Association, which include, but are not limited to, the following:

(a) costs and expenses incurred to maintain any services and improvements within the Common Areas that are in addition to the Enhanced Public Improvements; and

(b) costs and expenses to hire, employ, retain, or contract with professional management companies, personnel, accountants, consultants, managers, and/or contractors to manage and operate the Association, but the Directors will not receive any compensation for serving in such capacity; and

(c) the payment of general and administrative costs, including accounting fees and legal fees; and

(d) the purchase of a policy or policies of insurance as provided in Section 4.6; and

(e) costs and expenses incurred to manage, operate, and perform the duties and functions of the Board, the Architectural Control Committee, any other committees, and the Association as set forth in the Association Documents; and

(f) attorneys' fees for the management and operation of the Association or for the enforcement of the Association Documents; and

(g) 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; and

(h) the establishment of a reasonable reserve fund as determined by the Board.

1.22 **"Non-Member Owner"** has the meaning set forth in Section 2.1.

1.23 **"Notice of Unpaid Assessments"** has the meaning set forth in Section 3.14.

1.24 **"Owner"** means each Person who is a record owner of a fee simple interest in any Lot, but excluding (i) any Non-Member Owner and (ii) any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.

1.25 **"Person"** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.26 **"PID"** means the Pinnacle Public Improvement District authorized by the City in Resolution No. 08-01-17-1 adopted by the City Council on August 1, 2017.

1.27 **"PID Assessments"** has the meaning set forth in Section 3.8.

1.28 **"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.

1.29 **"Property"** means the real estate described in Exhibit "A" and all other real estate included in the PID.

1.30 **"Quorum of Members"** has the meaning set forth in the Bylaws.

1.31 **"Regular Assessments"** has the meaning set forth in Section 3.3.

1.32 **"Resale Certificate"** has the meaning set forth in Section 3.6.

1.33 **"Restrictions"** means all Declarations of Covenants, Conditions, and Restrictions placed on any portion of the Property at any time and any amendments or modifications thereto.

1.34 **"Rules"** has the meaning set forth in Section 4.3(l).

1.35 **"Special Group Assessments"** has the meaning set forth in Section 3.4.

1.36 **"Special Individual Assessments"** has the meaning set forth in Section 3.5.

1.37 **"Subdivision"** means all portions of the Property covered by a Plat and any other property made subject to this Declaration.

1.38 **"Streets"** means any paved surface located in a City right-of-way dedicated for motor vehicle use, generally located along the front of the homes. Alleys, on the other hand, are paved surfaces within City right-of-ways and are generally located along the rear of homes. For the purpose of the "Street" definition, alleys are NOT "Streets".

1.39 **"Transfer Assessment"** has the meaning set forth in Section 3.6.

1.40 **"Trustee"** has the meaning set forth in Section 3.16.

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 so long as Developer is a record owner of a fee simple interest in any Lot, automatically is a member of the Association (**"Member"**), except for the following, each of which is considered a **"Non-Member Owner"**:

(a) the City is not a Member unless it owns a Lot other than the Common Areas, Streets, alleys, park site, or public easements;

(b) a public school district is not a Member unless it owns a Lot other than one that is used for public school purposes; 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 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 Member owns more than one Lot and such Lots have been consolidated into a single building site with the prior written approval of Declarant, the consolidated building site shall be considered one Lot for voting purposes. If a Lot is owned by more than one Owner, each Owner is a Member; however, only one vote may be cast for each Lot. In the event more than one vote is cast per Lot, none of the votes cast for such Lot shall be counted. 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 plus eight votes for each acre of Property that has not been platted in which either Declarant or Attebury has a property interest; provided, however, the Class B Membership will cease and convert to a Class A Membership when the Development Period ends.

2.3 **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) Annual Membership Dues as provided in Section 3.2;

(b) Regular Assessments as provided in Section 3.3;

(c) Special Group Assessments as provided in Section 3.4;

(d) Special Individual Assessments as provided in Section 3.5;

(e) Transfer Assessments as provided in Section 3.6;

(f) Any fines levied against an Owner as provided in Section 3.7; and

(g) PID Assessments as provided in Section 3.8, in the event the PID is terminated or dissolved, or if the PID fails to collect PID Assessments, collects inadequate PID Assessments, and/or fails to perform its duties.

3.2 **Annual Membership Dues.** "**Annual Membership Dues**" may be used to pay any expenses set forth in an annual budget approved by the Board, including, but not limited to, Necessary Association Expenses and other expenses of the Association. Until changed by a Majority Vote of the Members, Annual Membership Dues will be $120.00 per Lot per year. If a Member owns more than one Lot and such Lots have been consolidated into a single building site with the prior written approval of Declarant, the consolidated building site shall be considered one Lot for the purpose of determining such Member's Annual Membership Dues. During the Development Period, Declarant shall be exempt from Annual Membership Dues. When a Lot is purchased from Declarant, the Annual Membership Dues will be prorated and collected as of the date of the sale for the remainder of the Association's fiscal year. Thereafter, Annual Membership Dues will be due and payable as provided in Section 3.9.

3.3 **Regular Assessments.** To the extent necessary in the Board's opinion, "**Regular Assessments**" may be assessed solely for the purposes of paying Necessary Association Expenses. Regular Assessments will be determined, allocated, and expended for 12-month periods that coincide with the fiscal year of the Association. 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 in the same manner and proportion as the costs and expenses of the PID are assessed by the City against the Owners. Should a surplus from Regular 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. During the Development Period, Declarant shall be exempt from Regular Assessments. When a Lot is purchased from Declarant, Regular Assessments will be prorated and collected as of the date of the sale for the remainder of the Association's fiscal year. Thereafter, Regular Assessments will be due and payable as provided in Section 3.9.

3.4 **Special Group Assessments.** With the approval of a Majority Vote of the Members *(with the Class B Member, for such purpose, having only one vote 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 Annual Membership Dues or Regular Assessments. Special Group Assessments will be allocated among Owners in the same manner as Regular Assessments. During the Development Period, Declarant shall be exempt from Special Group Assessments.

3.5 **Special Individual Assessments.** Subject to the notice requirements set forth in the Bylaws, the Board may levy "**Special Individual Assessments**" against an Owner to pay the costs and expenses:

(a) to maintain improvements and landscaping on such Owner's 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, occupants or visitors, as determined by the Board; and

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

3.6 **Transfer Assessments.** Each Owner—except Declarant—must pay or cause to be paid to the Association a "**Transfer Assessment**" and a fee for preparing a "**Resale Certificate**" each time title to a Lot is transferred. If title to a Lot is transferred because of a foreclosure, the Transfer Assessment and the fee for the preparation of the Resale Certificate must be paid by either the lender foreclosing on a Lot or the buyer at the foreclosure sale. Upon receipt of the Transfer Assessment and the fee for the preparation of the Resale Certificate, the Association or its designee will issue a Resale Certificate. Until changed by the Board, the Transfer Assessment is $50.00 and the Association's fee for preparing the Resale Certificate is $250.00. The buyer of a Lot must furnish the Association with the owner information required in Section 5.10.

3.7 **Fines.** Subject to the notice requirements set forth in the Bylaws, the Board may levy reasonable fines against an Owner for a violation of the Association Documents.

3.8 **PID 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 City, or its successors and/or assigns, all assessments pursuant to City of Amarillo Resolution No. 08-01-17-1 and Chapter 372 of the Texas Local Government Code as then in effect (the "**PID Assessments**"). In the event the PID is terminated or dissolved or if the PID fails to collect PID Assessments, collects inadequate PID Assessments, and/or fails to perform it duties pursuant to City of Amarillo Resolution No. 08-01-17-1 and Chapter 372 of the Texas Local Government Code as then in effect, the Association will have the authority and duty to continue the services of the PID, to perform the duties of the City as set forth in City of Amarillo Resolution No. 08-01-17-1 and Chapter 372 of the Texas Local Government Code, and to meet the obligations of indebtedness to Declarant for its hard costs, soft costs, costs of maintenance, and accrued interest, whether such costs are incurred by Declarant while the PID is in effect or following the termination or dissolution of the PID. In such event, the Board shall levy PID Assessments against the Owners and allocate them among the Owners on the same basis as the City last allocated them, or if the City has not previously made such allocation, the allocation shall be established by the Board in an equitable manner. In the event that such PID Assessments are

levied by the Board, they shall be deemed "Assessments" subject to the Assessment Lien described in Section 3.12 below.

3.9 **Due Date of Assessments.** Annual Membership Dues and Regular Assessments are payable within 30 days after an invoice is mailed to an Owner. The due date of Special Group Assessments, Special Individual Assessments, and fines 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. PID Assessments are due on or before January 31 of each year. Each Owner, if requested by the holder of a deed of trust lien on the Lot owned by such Owner, must pay the Assessments and PID 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 and PID Assessments to the extent it has funds in escrow for such purpose.

3.10 **Alternative Payment Schedule.** Upon request by a delinquent Owner, the Board shall provide such delinquent Owner with an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent 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.

3.11 **Personal Obligation for Payment of Assessments.** The Assessments are personal obligations of the Owner of each Lot. No Owner is exempt from liability for Assessments; provided, however, the Declarant is exempt from Assessments during the Development Period. If an Owner does not pay an Assessment in full when due, such Owner must pay a late fee of $50.00 (or such other amount as set by the Board) plus 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 attorneys' fees. A service charge in an amount established by the Board may be charged for each check for an Assessment that is returned unpaid. The Board may reject any partial payment of Assessments and demand full payment, or the Board may accept partial payment without waiving any rights to the remaining balance. 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. At the same time, a copy of the disclosure must also be sent to the Association or its designee at the address reflected in the latest management certificate filed of record for the

Association. Notwithstanding any agreement to the contrary, a transferring Owner remains personally liable for all sums that are due and owing to the Association at the time of a transfer and the transferee is also liable for such sums. In other words, the transferring Owner and the transferee Owner are jointly and severally liable to the Association for such sums. Further, the Assessment Lien provided for below will be unaffected by the transfer of any ownership interest in a Lot.

3.12 **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 attorneys' 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) the lien securing real estate taxes; and

(b) the lien securing assessments to pay costs and expenses of the PID.

3.13 **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.

3.14 **Unpaid Assessments.** To evidence unpaid Assessments, the Association may prepare and record in the Official Public Records of Randall County, Texas, 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 late fees owed to the Association;

(d) the amount of costs and expenses of collection incurred by the Association, including, but not limited to, reasonable attorneys' fees;

(e) the name of the Owner of the affected Lot; and

(f) a description of the affected Lot.

If such a notice is recorded, it must also be sent to the Owner of the affected Lot. 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. The Association must record—at the affected Owner's expense—a release of any recorded Notice of Unpaid Assessments when the Assessments, interest, late fees, recording fee for the release, and all collection costs, including reasonable attorneys' fees, have been paid in full.

3.15 **Certificate of Assessment.** Upon request by an Owner, the Association must furnish, at the Owner's expense, a certificate setting forth any unpaid Assessments owed by an Owner.

3.16 **Enforcement.** The Assessment Lien may be enforced by judicial foreclosure or by expedited foreclosure proceedings, pursuant to the provisions of Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes), and each Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited foreclosure is not required if the Owner of the Lot to be foreclosed agrees in writing to waive expedited foreclosure, and in such event the Assessment Lien may be enforced by non-judicial foreclosure through a public sale according to Section 51.002, Texas Property Code, as then amended, without the necessity of the Association first obtaining a court order under Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736. 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, Developer conveys the Lots to Todd W. Boykin, Trustee, whose address is Burdett, Morgan, Williamson & Boykin, LLP, Attn: Todd W. Boykin, 701 S. Taylor, Suite 440, LB 103, Amarillo, Texas 79101, and to his successors ("**Trustee**"), in trust, and Developer warrants and agrees to defend title to the Lots by, through, and under Developer, but not otherwise.

3.17 **Notice and Opportunity to Cure for Certain Other Lienholders.** The Association may not foreclose its Assessment Lien unless it has first: (1) provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust that is recorded in the Official Public Records of Randall County, Texas; and (2) provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

3.18 **Enforcement Rights.** The Association has the following rights to enforce payment of Assessments after obtaining a court order under Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736 (unless the Owner of the Lot to be foreclosed agrees in writing to waive expedited foreclosure, in which case the court order shall not be necessary):

(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.

3.19 **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, late fees, attorneys' 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.

3.20 **General Foreclosure Provisions.**

(a) If a Lot is sold by the Trustee 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.

3.21 **Notice After Foreclosure Sale.** After the Association conducts a foreclosure sale of an Owner's Lot, the Association, must send to the Owner and to each lienholder of record, not

later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot Owner and lienholder to redeem the property under Texas Property Code Section 209.011. The notice must be sent by certified mail, return receipt requested, to (1) the Lot Owner's last known mailing address, as reflected in the records of the Association; (2) the address of each holder of a lien on the Lot that is subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located; and (3) the address of each transferee or assignee of a deed of trust described by the preceding subdivision (2) who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent management certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must file an affidavit in the Official Public Records of Randall County, Texas, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

3.22 **Right of Redemption After Foreclosure Sale.** The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing the Association's Assessment Lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Texas Property Code Sections 209.010 and 209.011. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's Assessment Lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period. The provisions set forth in Texas Property Code Section 209.011 shall govern the right of redemption.

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 collecting and disbursing Assessments subject to the provisions of Article 3.

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 adopt an annual budget;

(b) to enter into agreements or contracts on behalf of the Association;

(c) to borrow funds, secured by an assignment or pledge of Assessments if required, necessary for the management and operation of the Association;

(d) to maintain one or more bank accounts in the name of the Association;

(e) to sue or to defend in any court on behalf of the Association;

(f) to make, or cause to be made, any required tax returns, reports, or other filings on behalf of the Association;

(g) 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 Individual Assessments, whichever is applicable;

(h) to change the amount of the Transfer Assessment;

(i) to change the amount of Regular Assessments;

(j) to enforce the Association Documents;

(k) to levy reasonable fines against Owners for violations of the Association Documents;

(l) to adopt and enforce reasonable rules (**"Rules"**) governing the Subdivision so long as such Rules do not conflict with any other provision of the Association Documents and/or any applicable federal, state or local law, ordinance, regulation, or rule;

(m) 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 Declarant; and

(n) 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 attorneys' 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 Individual 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, the Common Areas, and/or 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 the Common Areas and/or the 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 Individual 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 after the date this Master Declaration is 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 effectuate the purpose and intent of this Master Declaration. 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 **Amendment or Termination.** Subject to Section 5.5, this Master Declaration may be amended or terminated, in whole or in part, by a written agreement signed by the Owners (as shown by the Official Public Records of Randall County, Texas) of legal title to at least sixty percent (60.0%) of all Lots in the Subdivision. Such amendment or termination must be approved by said Owners within sixty (60) days of the date the first Owner executes such amendment or termination; otherwise, such amendment or termination shall fail. Further, subject to Section 5.5, those Members entitled to cast not less than sixty percent (60.0%) of all of the votes of the Association may also vote in writing to amend or terminate this Master Declaration, in person, or by proxy or absentee ballot if either or both of such voting methods are authorized by the Board, at a meeting of the Members duly called for such purpose. Any amendment or termination shall become effective when an instrument is filed for record in the Randall County, Texas, Official Public Records, accompanied by a certificate, signed by the President or Secretary of the Board of Directors, stating that the required number of Members approved said amendment or termination by written agreement or cast a written vote, in person or by proxy or absentee ballot, in favor of said amendment or termination.

5.4 **Minor Changes or Amendments or Amendments to Comply with Law.** The Board (by a majority vote of the Directors in an open meeting for which prior notice was given to Members) and the Declarant shall each have the authority (without the joinder of the other,

except to the extent required by Section 5.5, and without the joinder of any other party, except to the extent required by Section 5.5) to make (i) minor changes or amendments to this Master Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein; (ii) make changes required by any governmental agency; and/or (iii) bring this Master Declaration into compliance with any changes in Texas law that are required to be followed.

5.5 **Written Approval of Amendment by Declarant, Land Owner, and Public School District.** In addition to the requirements for an amendment or termination under Section 5.3 or Section 5.4:

(a) during the Development Period, no amendment or termination will be effective without the written approval of Declarant; and

(b) until Plats of 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 Owner; and

(c) no amendment changing the definition of "Owner" or "Non-Member Owner" or which creates an obligation applicable to any public school district, and specifically of Canyon Independent School District, shall be effective without the express written consent of such public school district.

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 by this Section and has been recorded in the Official Public Records of Randall County, Texas.

5.6 **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 attorneys' fees and court costs from the non-prevailing party.

5.7 **Abatement and Enjoinment of Violations by Owners.** The breach of any provision in the Association Documents will give the Board and its agents the right, in addition to any other rights set forth in the Association Documents, to do the following:

(a) enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist contrary to the intent and meaning of the Association Documents, and the Board and its agents will not be deemed guilty in any manner of trespass; and to expel, remove, and put out, using such force as may be necessary in so doing without being liable to prosecution or any damages therefor; and

(b) enjoin, abate, or remedy by appropriate legal proceedings the continuance of any breach.

5.8 **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. Any statute of limitations for the Association or Developer to take action to enforce the Association Documents or the Restrictions shall not begin to run until the Association or Developer has actual notice of the matter to be enforced.

5.9 **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.

5.10 **Owner Information.** Except for those Owners who purchase Lots from Declarant, any Person, on becoming an Owner of a Lot, must furnish to the Association or its designee, at the address reflected in the latest management certificate filed of record for the Association, 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 and unless the Transfer Assessment and any other fees or costs associated with the transfer are first paid to the Association. Each Owner must furnish to the Association written notice of a mailing address and an email 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.

5.11 **Additional Property.** The Land Owner or Declarant 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.

5.12 **Notices.** Unless otherwise provided in the Association Documents, 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;

(b) for notice to Declarant, to 7830 Hillside Road, Unit 300, Amarillo, TX 79119, or to such other address specified by Declarant in a document recorded for such purpose in the Official Public Records of Randall County, Texas; and

(c) for notice to the Association, to the address reflected in the latest management certificate filed of record for the Association.

5.13 **Mortgagees.** The holder of a mortgage or deed of trust lien affecting a Lot will, upon written request to the Association and upon payment of a reasonable processing fee, be notified in writing by the Association of any default under the Association Documents by the Owner of the encumbered Lot, and the mortgage or deed of trust lien holder has the right to cure the default within the times herein provided for cure by the Owner.

5.14 **Actions of Declarant, Developer, Board, and Association.** Wherever the phrases "Declarant 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", "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, 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, the Board, or the Association, as the case may be, unless the Association Documents specifically provide to the contrary.

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

5.16 **Conflicts.** Notwithstanding anything contained herein to the contrary, should all or part of this Pinnacle Master Declaration be in conflict with the Texas Business Organizations Code, Texas Property Code, or any other Texas law, such Act or law will control. Should any part of this Pinnacle 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 1st day of March, 2019.

ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Matt Griffith, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Randall §

This instrument was acknowledged before me on this the 9th day of April, 2019, by Matt Griffith, Vice President of Rockrose Development, LLC, a Texas limited liability company, on behalf of said company.

LARAINE C BOWERS
Notary Public, State of Texas
Notary ID #129035701
My Commission Expires 06-27-2020

Laraine C Bowers
Notary Public

ATTEBURY ELEVATORS, LLC,
a Texas limited liability company

By: Suzanne Boyce
Suzanne Boyce, President

THE STATE OF TEXAS §
§
COUNTY OF Randall §

This instrument was acknowledged before me on this the 9th day of April, 2019, by Suzanne Boyce, President of Attebury Elevators, LLC, a Texas limited liability company, on behalf of said company.

LARAINE C BOWERS
Notary Public, State of Texas
Notary ID #129035701
My Commission Expires 06-27-2020

Laraine C. Bowers
Notary Public

CANYON INDEPENDENT SCHOOL DISTRICT

By: Darryl Flusche

Printed Name: Darryl Flusche

Title: Superintendent, Canyon ISD

THE STATE OF TEXAS §

§

COUNTY OF Randall §

This instrument was acknowledged before me on this the 9th day of April, 2019, by Darryl Flusche (name), Superintendent (title) of Canyon Independent School District, on behalf of said school district.

CONNIE JEAN HAYNES
Notary Public, State of Texas
Comm. Expires 09-13-2020
Notary ID 129122901

Connie Jean Haynes

Notary Public

Exhibit "A"

A 510.66 acre tract of land being a portion of Section 3, Block 9, B.S. & F. Survey, Randall County, Texas, as determined from previous surveys by Robert Keys and Associates on this 17th day of February, 2016, and said tract of land being further described by metes and bounds as follows:

Commencing at the southwest corner of said Section 3, from whence a 1/2 inch iron rod, found in reference, bears N. 00° 24' 45" W., (Directional Control GPS Observation WGS-84 – the west line of Section 3), 49.72 feet;

Thence S. 89° 44' 14" E., 795.82 feet along the south line of said Section 3 to the southwest and **BEGINNING CORNER** of this tract of land;

Thence N. 00° 27' 11" W., at 50.00 feet pass a 1/2 inch iron rod with a cap stamped "HBD", found, a total distance of 1553.19 feet along the east monumented right-of-way line of Raider Road (Bell Street) as dedicated in error by that certain right-of-way easement recorded in Volume 1312, Page 144 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the left with a radius of 1160.00 feet,

Thence Northwesterly, along said curve and east monumented right-of-way line of Raider Road (Bell Street), an arc distance of 635.52 feet with a chord of N. 16° 08' 56" W., 627.60 feet to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the end of said curve;

Thence N. 31° 50' 31" W., 787.80 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the right with a radius of 1160.00 feet;

Thence Northwesterly, an arc distance of 568.51 feet with a chord of N. 16° 08' 39" W., 562.84 feet along said curve and the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the end of said curve;

Thence N. 00° 24' 45" W., 186.71 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the most westerly northwest corner of this tract of land;

Thence S. 89° 44' 47" E., 1996.95 feet along the south right-of-way line of Attebury Drive as dedicated by Hollywood South Unit No. 2, an addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 782, Page 303 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod, found at a jog in the north line of this tract of land;

Thence N. 00° 16' 33" W., 1607.90 feet along the east right-of-way line of Valleyview Drive, as dedicated by said Hollywood South Unit No. 2 to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northwest corner of this tract of land;

Thence N. 87° 12' 15" E., 3225.25 along the south right-of-way line of Hollywood Road (Loop 335) as described in that certain instrument recorded under Clerk's File No. 2013021946 of the Official Public Records of Randall County, Texas to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northeast corner of this tract of land;

Thence S. 48° 20' 55" E., 107.10 feet along a cut-off corner of the south right-of-way line of said Hollywood Road (Loop 335) to a TxDot Right-of-Way Monument with an aluminum cap, found at a jog in the north line of this tract of land;

Thence S. 85° 38' 44" E., 40.13 feet to the east line of said Section 3 and the most easterly northeast corner of this tract of land;

Thence S. 00° 12' 47" E., 5255.92 feet to the southeast corner of said Section 3 and of this tract of land, from whence a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found in reference, bears N. 38° 41' 13" W., 64.29 feet;

Thence N. 89° 44' 14" W., 1018.83 feet along the south line of said Section 3 to a jog in the south line of this tract of land;

Thence N. 00° 07' 52" W., at 50.00 feet pass a 2-1/2 inch steel fence post, found at the southeast corner of a 11.43 acre tract of land known as Sundown Elementary School (deed not found), a total distance of 990.05 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northeast corner of said 11.43 acre tract of land;

Thence N. 89° 42' 16" W., 530.00 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northwest corner of said 11.43 acre tract of land;

Thence S. 00° 07' 52" E., at 940.36 feet pass a 1/2 inch iron rod with cap stamped "HBD", found at the southwest corner of said 11.43 acre tract of land, a total distance of 990.36 feet to the south line of said Section 3 and a jog in the south line of this tract of land;

Thence N. 89° 44' 14" W., 3041.10 feet along the south line of said Section 3 to the **POINT OF BEGINNING.**

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Susan B Allen

2019005996
04/12/2019 01:07 PM
Fee: 112.00
Susan B. Allen, County Clerk
Randall County, Texas
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