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Return to:
SELL AND GRIFFIN
504 S. Polk #101
Amarillo, TX 79101-2318

COLONIES UNIT No. 9
**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

Recitals

A. The Family Housing Foundation, a Texas non-profit corporation, is the owner of all the Property described in Section 1.16.

B. Declarant intends for the Property to be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in this Declaration which:

- X (1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;
- X (2) run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and,
- X X (3) inure to the benefit of each Owner of the Property.

C. Each Lot is subject to the Master Declaration described in Section 1.12.

D. **IMPORTANT NOTICE: THE PROPERTY IS LOCATED IN A TUTBURY PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION NO. 8-14-01-1 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, EACH LOT WILL BE ASSESSED 1/24TH OF ALL SPECIAL ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT. AN OWNER OF A LOT MAY NOT AVOID PAYMENT OF THE SPECIAL ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT.**

E. **IMPORTANT NOTICE: PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE ASSOCIATION AND BECOMES OBLIGATED TO PAY TO THE ASSOCIATION ASSESSMENTS (IN ADDITION TO THOSE REQUIRED UNDER THIS DECLARATION) AND WHICH MAY NOT BE AVOIDED BY AN OWNER. EACH OWNER'S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR THE SPECIFIC TERMS APPLICABLE TO AN OWNER PURSUANT TO THE MASTER DECLARATION. WHEN THE TERMS OF THE MASTER DECLARATION CONFLICT WITH THE TERMS OF THIS DECLARATION, THE TERMS OF THIS DECLARATION WILL CONTROL.**

F. **LIEN DISCLOSURE: EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN ARTICLE 3 OF THE MASTER DECLARATION.**

G. **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.

H. PLANNED DEVELOPMENT. THE PROPERTY IS LOCATED WITHIN A PLANNED DEVELOPMENT. SEE SECTION 7.0.

Declaration

Now, therefore, Declarant adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, liens, 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, 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:

X 1.0 **"Architectural Control Committee"** means Declarant until Declarant has sold all of the Lots included in the Property, and after Declarant has sold all of the Lots included in the Property, "Architectural Control Committee" means a committee of three elected by the Members of the Association. ✓ Acc

1.1 **"Association"** means the Colonies Unit No. 9 Master Association, Inc., a Texas non-profit corporation.

1.2 **"Building Plan"** has the meaning set forth in Section 5.0.

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

1.4 **"Common Areas"** means the areas designated as "Common Areas" on Plats of the Property.

1.5 **"Declarant"** means The Family Housing Foundation, a Texas non-profit 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.

1.6 **"Declaration"** means this document entitled "Colonies Unit No. 9 Declaration of Covenants, Conditions, and Restrictions".

1.7 **"Dominant Estate"** has the meaning set forth in Section 4.2.

1.8 **"Easement Areas"** mean the easements shown on the Plat.

1.9 **"Front Trees"** has the meaning set forth in Section 6.1.

1.10 **"Landscape Requirements"** has the meaning set forth in Section 6.0.

1.11 **"Landscaped Areas"** mean the following described areas:

- (1) all tracts designated as a "Common Area" on any Plat; and,
- (2) all landscaped areas located in the unpaved public rights-of-way adjacent to each Lot.

1.12 **"Lot"** means each Lot (each a **"Lot"** and collectively **"Lots"**) shown on the Plat as amended from time to time, including improvements located on the Lots, except for the Common Areas and Streets.

1.13 **"Master Declaration"** means the Colonies Unit No. 9 Master Declaration recorded in the Official Public Records of Randall County, Texas, under Document No. 0117801.

1.14 **"Owner"** means the record Owner of the fee simple title to a Lot on which there is or will be built a Residence but not including those having an interest merely as security for the performance of an obligation.

1.15 **"PID"** means the Tutbury Public Improvement District approved by the City in Resolution No. 8-14-01-1 adopted by the City Commission on August 14, 2001.

1.16 **"Plat"** means the plat recorded in the Official Public Records of Randall County, Texas, under Document No. 01-15813.

1.17 **"Property"** means the following described property:

All of The Colonies Unit No. 9, 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. 01-9058.

1.18 **"Residence"** means one detached single-family residence.

1.19 **"Servient Estate"** has the meaning set forth in Section 4.2.

1.20 **"Streets"** mean any land located in an easement or a right-of-way dedicated for motor vehicle use.

Capitalized terms used in this Declaration, to the extent not otherwise defined herein, have the same meanings as in the Master Declaration.

Article 2

Restrictions on Use of Lots

2.0 **Residential Use.** All Lots are to be used for single-family residential purposes only. No building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot and other buildings approved by the Architectural Control Committee.

2.1 **Single-Family Use.** No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household employees who are being paid a reasonable salary for their services.

~~X~~ 2.2 Restrictions on Resubdivision. No Lot may be subdivided into a lesser depth than that shown on the Plat except by City condemnation for extra width of Streets. None of the Lots may be subdivided or combined with an adjacent Lot to create one building site.

2.3 Temporary Structures. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; (ii) buildings for storage of lawn maintenance equipment may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; and (iii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Residence on that Lot.

X 2.4 Greenhouses and Gazebos. As required in Section 5.0, no greenhouse or gazebo may be placed or constructed on a Lot without the prior approval of the Architectural Control Committee.

2.5 New Construction. No prefabricated structure or any type of building may be moved onto a Lot unless otherwise approved by the Architectural Control Committee. All structures on a Lot must be constructed on the building site unless otherwise approved by the Architectural Control Committee.

2.6 Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the front driveway or front yard of any Residence on the Property, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Residence if it is visible from the Street. No such vehicle or equipment may be used as a Residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a Residence or any Common Area in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks that are in operating condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the Streets and highways of the State of Texas may be temporarily parked on the Street or in the driveway where visible from the Street.

2.7 Hazardous Materials. No vehicles of any size which transport flammable, explosive, or hazardous cargo may be kept on the Property at any time.

2.8 Prohibited Animals. No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property except dogs, cats, and other household pets to provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. No person can keep cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, snakes, or any other similar animal or fowl on a Lot. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

2.9 Outdoor Pets. No more than one outdoor pet will be permitted on each Lot. The pet must be restrained or confined on the back of the Lot inside a fenced area or within the Residence unless the pet is properly supervised and leashed and does not create a threat or a nuisance. It is the pet owner's responsibility to keep the Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from excessive barking so as not to disturb other Lot Owners. All pets must be properly supervised. Owners must clean-up and remove all pet debris when Owners are walking and exercising their dogs on public sidewalks and the Common Areas.

2.10 Uncontrolled Animals. If an Owner violates the provisions of Section 2.8 or 2.9 (e.g., *failing to control barking dogs*), Declarant, the Association, or the Owner of any Lot included in the Property may recover from the violating Owner reasonable attorney's fees and court costs incurred in enforcing the provisions of Sections 2.8 and 2.9. All such costs will be assessed as a "Special Owner Assessment" pursuant to Section 3.4 of the Master Declaration without the requirement of a Majority Vote of the Members. The Owner incurring such expense shall give notice of the expense to the Board of Directors of the Association who shall then issue a Special Owner Assessment against the violating Owner pursuant to Section 3.4 of the Master Declaration. The person incurring such attorney's fees and court costs may enforce the provisions of this section as provided (i) in Article 3 of the Master Declaration, or (ii) in Section 7.8 hereof, or (iii) by applicable law.

2.11 Junk/Trash. No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture. Trash, garbage, and other waste may not be kept on any Lot except in the City's approved containers. If trash, garbage, waste, or debris will not fit into the City approved containers, it must be temporarily contained out of site from public view until it can fit into the City approved containers or completely removed from the Property and not stored on any portion of the Property.

2.12 Antennas. Except with the written permission of the Architectural Control Committee, no antennas, discs, satellite dish, or other equipment for receiving or sending sound or video messages will be permitted on the Property which are visible from the Streets.

2.13 Prohibited Activities. No Lot or improvement may be used for retail or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section 2.13 prohibits a builder's temporary use of a Residence as a sales office, but a builder must cease using the Residence as a sales office within six months after written notice from Declarant. Nothing in this Section 2.13 prohibits an Owner's use of a Residence for quiet, inoffensive activities such as home office, tutoring, or giving music or art lessons so long as such activities (i) do not materially increase the number of cars parked on the Lot or Street or interfere with other Owners' use of Streets and the enjoyment of their Residences and yards and (ii) are in compliance with City ordinances.

2.14 Easement Protection. Within easements on each Lot, no structures, planting, or materials may be placed or permitted to remain which may: (i) damage or interfere with the installation and maintenance of utilities, (ii) change the direction of flow within drainage channels, or (iii) obstruct or retard the flow of water through drainage channels.

2.15 Signs. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than six square feet advertising the Residence for rent or sale, (ii) signs used by a builder during construction and sales periods, (iii) signs used by Declarant to advertise the Property during the development, and (iv) political signs no more than 30 days before a national, state, or local election day which must be removed within two days after such election. The Architectural Control Committee or its agents have the right to remove any sign, billboard, or other advertising structure that does not comply with this Section 2.15 and in so doing, will not be subject to any liability for trespass or any other liability in connection with such removal.

2.16 Clothes Drying/Yard Equipment. The drying of clothes in public view is prohibited. An enclosure must be constructed as required by the Architectural Control Committee to screen from public view clothes drying facilities, yard maintenance equipment, and other equipment and materials.

2.17 No Fires. Except within fireplaces in the Residence or other structures approved by the Architectural Control Committee and except for outdoor cooking on appropriate outdoor cooking equipment, no burning of anything is permitted anywhere on the Property.

2.18 No Playground Equipment on Common Areas. No trampolines, jungle gyms, swing sets, or any other type of playground equipment may be placed on the Common Areas unless it is owned and maintained by the PID or the Association.

2.19 No Vehicles in Common Areas. No golf carts, go-peds, go-carts, motorcycles, or other motorized vehicles of any type are permitted on the Common Areas or on sidewalks in the Common Areas except wheelchairs, carts, and scooters being used by the physically impaired and landscape equipment being used to maintain the Common Areas.

2.20 Parties on the Common Areas. Disruptive parties and disruptive congregations of people on the Common Areas are prohibited.

Article 3

Construction Procedures

 3.0 Front Setback Requirement. No Residence may be constructed more than five feet from the front Lot line.

3.1 Height of Residence. No Residence may be more than 2-1/2 stories in height unless otherwise approved by the Architectural Control Committee.

3.2 Garage Required. Each Residence must have a minimum of a two-car attached garage which must conform in design and materials with the main structure of the Residence. All garages must be only rear entry from the alley unless otherwise approved by the Architectural Control Committee.

3.3 Driveways. All driveways must be surfaced with concrete or a similar substance approved by the Architectural Control Committee. No circle driveway or other driveway may be constructed in the front of a Residence unless approved by the Architectural Control Committee.

3.4 New Materials. All building materials must be new; however, used brick is acceptable.

3.5 Building Materials. No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction, material must be placed only within the property lines of the Lot upon which the improvements are to be erected. Construction and use of material must progress without undue delay.

3.6 Completion of Residence. All Residences and other structures must be completed within 12 months from the date construction is commenced unless extended by the Architectural Control Committee.

3.7 HVAC Systems. All exterior heating, ventilation, and air conditioning systems ("HVAC") must be screened so the HVAC systems are not visible from Tutbury Court. If the screen around the HVAC systems is not brick, the Lot Owner must obtain the approval of the Architectural Control Committee for the design and materials for the screen around the HVAC systems. HVAC systems may not be installed in front of a Residence. HVAC systems may not be installed on the roof of a Residence where they are visible from Tutbury Court unless approved by the Architectural Control Committee. No window air-conditioning apparatus or evaporative cooler may be attached to

any front wall or front window of a Residence or at any other location where it is visible from any Street.

3.8 Underground Utilities. All utilities must be installed underground.


3.9 Minimum Floor Area. The total air conditioned living area of the Residence, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, basements and detached buildings, must be at least 2,000 square feet, but if two stores, there must be at least 1,500 square feet on the ground floor.

3.10 Exterior Walls. Unless otherwise approved by the Architectural Control Committee, the exterior walls of each building constructed on a Lot must be at least 80.0% brick, brick veneer, stone, or stone veneer, or any combination of brick and stone materials. Other masonry material, synthetic stucco, stucco, or other siding may only be used if approved by the Architectural Control Committee. All chimneys must be 100.0% brick, brick veneer, stone, or stone veneer unless otherwise approved by the Architectural Control Committee.

3.11 Gutters and Downspouts. All Residences must have at least 5-inch rain gutters on all sides with 5-inch downspouts to the ground level of a color and location required by the Architectural Control Committee.

3.12 Drainage. Each Lot shall be designed to drain water away from Residences on the adjacent Lots.

3.13 Residence Lot Lines. The side yard setback for Lots is as follows:

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- (a) A Residence must be built on a Lot line on Lot lines designated with a "Z" on the Plat (the "Zero Lot Line").¹
- (b) On each Lot line with the 5-foot easement on the side Lot line as shown on the Plat, the side yard setback is 6 feet including the 5-foot easement (the "6-Foot Setback").¹
- (c) The 6-Foot Setback must be perpetually maintained free and clear from any obstructions other than an 18-inch eave overhang encroachment, gutter downspout encroachment, normal landscaping, and approved fences and walls crossing the setback at right angles, but the approved fences or walls must be equipped with a gate.
- (d) Except as provided in Section 3.17, the wall located at the Zero Lot Line must be constructed with solid veneer brick, stone, stone veneer, or stucco from the brick ledge or ground level to the eave of the roof. If the Architectural Control Committee approves other masonry material, synthetic stucco, or other siding for the Residence, such material must extend from the brick ledge or ground level to the eave of the roof.
- (e) No portion of a Residence (*other than overhanging eaves, rain gutters, and downspouts*) may project over or into the 6-Foot Setback.

3.14 No Windows. No windows will be allowed on the West and Westerly sides of the second story level of a Residence built on Lots 27 through 40, Block 1.

¹ For example, on Lot 36, Block 1, the Zero Lot Line is the North line and the 6-Foot Setback Line is the South line.

3.15 Roof Pitch. All roofs must have a minimum pitch of 9 and 12 unless otherwise approved by the Architectural Control Committee.

X 3.16 Roof Materials. Roof colors shall consist of the following: weathered wood or similar colors. The Architectural Control Committee has the right to approve the color of all roofing materials. Unless otherwise approved by the Architectural Control Committee, all roofs must have at a minimum 320 lb. laminated shingles with at least a 30-year warranty by the manufacturer.

3.17 Courtyard. If any Residence has a courtyard on the Zero Lot Line, a solid fence at least as high as the first story exterior wall must be constructed on the Zero Lot Line out of the same material as the Residence 80.0% material as required Section 3.10.

3.18 Outbuildings. Any outbuilding to be constructed on a Lot must be in compliance with Article 5.

3.19 Irrigation System. Upon completion of a Residence, the Owner must install an automatic irrigation system in all yards visible from any Street.

X 3.20 Fences. No fence or wall will be permitted to extend nearer to a Street abutting the front Lot line than the front of the Residence, except as approved by the Architectural Control Committee. All fences visible from the Street must be constructed of the same material as the Residence 80.0% material as provided in Section 3.10 with steel gates constructed of a minimum of one and one-half inch materials under otherwise approved by the Architectural Control Committee.

3.21 Sidewalks. When building a Residence on a Lot, an Owner must build a sidewalk in a location approved by the Architectural Control Committee that complies with City ordinances and the Americans with Disabilities Act.

3.22 Portable Sanitary Systems. During construction on any Lot, each builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed. The portable sanitary system must be located at the rear of the Lot and must be timely serviced and cleaned to prevent odors.

3.23 Construction Debris. During construction on a Lot, the builder must put all construction trash which is susceptible to being blown from the construction site in a container approved by the Architectural Control Committee to prevent trash from blowing off of the construction site. The container must be located in an area approved by the Architectural Control Committee. The container must be emptied periodically so there is always room for the trash. Builders must prevent construction trash from blowing out of the container and off the construction site. Each owner of a Lot is responsible for the control of and the disposal of leftover construction material and construction debris. No construction material or construction debris may be dumped on any of the Property except the building site and must be periodically removed so that the building site is clean of construction material and debris.

3.24 Cement Washout. During construction on any Lot, each builder must coordinate with his cement contractor to conduct all cement washing only at areas designated by Declarant for disposal of excess cement. If a cement contractor dumps any excess cement at any place on the Property which is not approved by Declarant, the builder or Owner who contracted with the cement contractor must immediately remove the cement from the Property.

X 3.25 Soffit Lighting. Each Residence must have front soffit lights installed in locations required by the Architectural Control Committee.

Article 4

Easements

4.0 Utility Easements. Declarant, the Association, and providers of utility services to the Property have and are granted easements for installation, maintenance, repair, removal, and operation of utilities and drainage facilities on, under, and across the Easement Areas and for the removal of any obstruction that may be placed in Easement Areas that would constitute interference with the use of the easement or with the use, maintenance, operation, or installation of the utility. Neither the City, utility companies, Declarant, nor the Association has any obligation to repair any improvements or landscaping installed in any Easement Areas.

4.1 Other Easements. Declarant and the Association have an easement as reasonably necessary for ingress and egress at all times over and upon the Property to carry out all of their rights, functions, duties, and obligations set out in this Declaration. Any entry by Declarant or the Association upon a Lot will be made with as little inconvenience to the affected Owner as practical.

4.2 Side Yard Easements. The 5-foot easement shown on the Plat is called the "**Servient Estate**". The Lot on which a structural wall of a house is erected on the Zero Lot Line is called the "**Dominant Estate**". The purpose of the Servient Estate is for a roof overhang, gutter overhand, downspout encroachment and drainage and access for construction, maintenance, repair, and restoration of the roof, gutter system, and structural wall located on the Dominant Estate. In addition to the 5-foot easement as shown on the Plat across the Servient Estate, the Owner of the Dominant Estate will have a temporary construction easement over the 6-Foot Setback during construction of improvements on the Dominant Estate, but this additional easement will automatically terminate upon substantial completion of construction of the residence on the Dominant Estate. The rights of the Dominant Estate are subject to the rights of any other easement holder—such as a utility—and to the right of the Owner of the Servient Estate to receive prior notice from the Owner of the Dominant Estate of his intention to enter the Servient Estate. The Owner of the Dominant Estate must indemnify the Owner of the Servient Estate from all liens, claims, or liabilities arising out of or connected with the use of the Servient Estate. The Owner of the Dominant Estate will have the right at all reasonable times to enter the Servient Estate to build, repair, maintain, and restore the roof, gutter system, and any structural wall located on the Dominant Estate. The Owner of the Dominant Estate may remove fences or other materials interfering with his use of the Servient Estate, but the Owner of the Dominant Estate must replace the fence and other materials and restore—as much as reasonably possible—any landscaping damaged during use of the Servient Estate.

Article 5

Architectural Control

5.0 Authority. No Residence, building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, placed, maintained, altered, reroofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans and specifications, and a plot plan (collectively the "**Building Plan**") have been submitted to and approved in writing by the Architectural Control Committee, but if the exterior color scheme is not being changed from the color scheme previously approved by the Architectural Control Committee, it will not be necessary to obtain approval from the Architectural Control Committee. The Architectural Control Committee

may refuse to approve a Building Plan which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the enjoyment of Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, Declarant will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

5.1 Plan Submittal. A complete copy of the Building Plan must be submitted in duplicate to the Architectural Control Committee or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by the Architectural Control Committee or its designee. The Building Plan must be submitted at least 15 days before commencement of staining or painting or commencement of construction of the improvements or reroofing. The Building Plan must—if at all possible—show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used on the exterior. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the Architectural Control Committee upon request.

5.2 Multiple Submissions of Building Plan. If the Building Plan submitted to the Architectural Control Committee does not include all the information required in Section 5.1 at the first submittal, the remaining information must be submitted to the Architectural Control Committee within 45 days after the date of the first submittal. If all the information required in Section 5.1 is not included in the Building Plan submitted to the Architectural Control Committee the second time, no future submittal of the Building Plan will be considered or approved unless the person submitting the Building Plan pays the Architectural Control Committee a non-refundable submission fee as established by the Architectural Control Committee which may not exceed \$250.00 per submission.

5.3 Approval Procedure. When the Building Plan meets the approval of the Architectural Control Committee, the Architectural Control Committee will sign and mark "APPROVED" on one Building Plan and return it to the person furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by the Architectural Control Committee, the Building Plan will be returned marked "NOT APPROVED" and will be accompanied by a statement of the reasons for disapproval signed by a representative of the Architectural Control Committee. Any exterior modification of an approved Building Plan must again be submitted to the Architectural Control Committee for approval. The Architectural Control Committee's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Architectural Control Committee. If the Architectural Control Committee fails to approve or disapprove the Building Plan within 15 days after the date of submission of all information required, written approval of the proposal will not be required and compliance with this Article 4 will be deemed to have been completed. In case of a dispute about whether the Architectural Control Committee responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the Architectural Control Committee received it.

5.4 Standards. The Architectural Control Committee shall use its best efforts to promote and insure a high level of architectural design, quality, harmony, taste, and conformity throughout the Property consistent with this Declaration. The Architectural Control Committee will have sole discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the Architectural Control Committee is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The Architectural Control Committee, from time to time, may publish and promulgate bulletins regarding architectural standards which shall be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of this Declaration.

5.5 Rules and Regulations. The Architectural Control Committee may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conduct its proceedings, including the formulation of guidelines to govern construction and maintenance of improvements and for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. The Architectural Control Committee may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

5.6 Arbitration. An Owner aggrieved by a decision of the Architectural Control Committee regarding the Owner's Lot will have the right to submit the Architectural Control Committee's decision to arbitration. To do so, within 15 days following the date of the Architectural Control Committee's decision, the Owner must give the Architectural Control Committee written notification of the Owner's intention to submit the decision to arbitration; otherwise, the right to arbitration is waived. Within 10 days of the notice to the Architectural Control Committee, the Owner must appoint an architect, the Architectural Control Committee must appoint an architect, and the two appointed architects must, within 10 days of their appointment, select a third architect. The three architects must (i) have been licensed as an architect under the laws of the State of Texas for more than 10 years, (ii) have practiced architectural drafting of residential house plans for at least three years, and (iii) not have prepared the Building Plan. The architects will serve as an arbitration board to review the decision of the Architectural Control Committee. The decision of two of the arbitration board will be final and binding upon the Owner and the Architectural Control Committee. The prevailing party must pay the fee of the architect appointed by that party and the losing party must pay the fees of the other two architects.

5.7 Deviation. The Architectural Control Committee may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Architectural Control Committee's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The Architectural Control Committee may require an Owner to pay the Association a reasonable fee in an amount solely determined by the Architectural Control Committee for granting a request for a variance.

5.8 Liability Limitation of the Architectural Control Committee. The members of the Architectural Control Committee and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the Architectural Control Committee have no liability for decisions made by the Architectural Control Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the Owner of the Lot. The Architectural Control Committee has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of this Declaration, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 6

Landscaping

6.0 Landscape Requirements. Unless otherwise approved by the Architectural Control Committee or the Association, each Owner must comply with the landscape requirements set forth in this Article 6 (the "Landscape Requirements").

6.1 Trees. For the purposes of this Article 6, approved trees (the "Front Trees") are:

- (a) Cedar Elm (*Ulmus crassifolia*);
- (b) Red Oak (*Quercus texana* or *shumardi*);
- (c) Lace Bark Elm (*Ulmus parvifolia*); and,
- (d) Green Glory Locust (*Gleditsia triacanthos inermis* [sterile only]).

6.2 Tree Measurements. If the Front Trees are single trunked, they must be at least 5-inch caliper as measured at a point six inches above the surface of the root ball. If the Front Trees are multi-trunked trees, at least one of the trunks must be at least 5-inch caliper as measured at a point six inches above the root ball. All Front Trees must comply with criteria as set forth in the latest edition of the American Standards for Nursery Stock as published by the American Association of Nurserymen.

6.3 Tree Location and Number. The Owner of each Lot must plant at least two Front Trees in the front yard of the Lot. The Front Trees must be placed on each Lot to comply with line of site requirements of the City. The Architectural Control Committee will have the sole right to designate the location of Front Trees along Tutbury Court.

6.4 Landscaping. Except for sidewalks, patios, driveways, and other landscape approved by the Architectural Control Committee, all yards visible from any Street must be covered with shrubbery, live ground cover, or sod as required by the Architectural Control Committee. A Lot Owner may plant trees other than the Front Trees anywhere on the Lot except Front Trees must be planted in the front yard as required by the Architectural Control Committee.

6.5 Completion of Landscaping. Landscape Requirements must be completed within 180 days after the first to occur of the following: (i) substantial completion of the Residence, (ii) issuance of the final certificate of occupancy by the City, or (iii) occupancy of the Residence. An Owner will have no right to change the location of Front Trees as originally designated by the Architectural Control Committee.

6.6 Maintenance of Landscaping. Each Owner must comply with the Landscape Requirements at the Owner's own cost and expense. The Owner's maintenance obligation will include, but will not be limited to responsibility for:

- (a) replacing dead or damaged Front Trees with live Front Trees in the front yard in the same locations as originally designated by the Architectural Control Committee;
- (b) watering and fertilizing all landscaping;
- (c) pruning trees;
- (d) mowing grass;
- (e) edging grass along sidewalks;
- (f) insect control for all landscaping;

- (g) maintaining the yards in a sanitary and attractive manner; and,
- (h) maintaining the irrigation system in good operating condition.

Grass, weeds, and vegetation on each Lot must be mowed at regular intervals to maintain the Lot in a neat and attractive manner. The Owners of all Lots with completed homes must not permit weeds or grass to grow more than four inches high. Upon failure of any Owner to maintain any Lot or replant trees as required, the Association, Declarant, or its assigns may, at its option, replant trees and have the grass, weeds, and vegetation cut as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to reimburse the Association or Declarant for the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section 3.4 of the Master Declaration without the necessity of a vote by the Members.

6.7 Lot Appearance. Owners of all Lots without completed Residences must keep their Lots reasonably free of weeds and debris and must maintain the Lots in a neat and attractive manner.

Article 7

General Provisions

7.0 Planned Development. The Property is located in a "planned development" and all construction on the Lots must comply with all requirements shown on the Plat and other requirements of the City.

7.1 Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referred to therein or not.

7.2 Maintenance of Improvements. Each Lot Owner must:

- (a) maintain the exterior of the Residence, buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
- (b) replace worn and rotten parts;
- (c) regularly repaint or restain all exterior painted and stained surfaces; and,
- (d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

7.3 Common Areas. The Common Areas may be used by the Owners of the Lots as a park for recreational purposes. The Declarant or the Association may from time to time promulgate and enforce reasonable rules and regulations for the use of the Common Areas.

7.4 Mortgages. The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof encumbered by such mortgage or deed of trust, but the provisions will be binding as to Lots acquired by foreclosure, trustee's sale, or otherwise, only as to any breach occurring after such acquisition of title.

7.5 Term. This Declaration will run with and bind title to the Property and will remain in full force and effect for 30 years after this Declaration is recorded in the Official Public Records of Randall County, Texas. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Section 7.13.

7.6 Severability. If any condition, covenant, or restriction 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 restriction, each of which will remain in full force and effect.

7.7 Binding Effect. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each person acquiring any part of the Property and each person owning any land included in the PID. This instrument, when executed, will be filed for record in the Official Public Records of Randall County, Texas, so that each Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

7.8 Enforcement. Declarant, the Association, and the Owner of any Lot included in the PID have an easement and the right to have this Declaration faithfully carried out and performed with reference to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof and to recover damages. The Owner of each Lot has the right and easement to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others, regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner. Failure to enforce this Declaration will not be deemed a waiver of the right to do so thereafter.

7.9 Other Authorities. If other authorities, such as the City, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities must be met. Other authorities' imposition of lesser requirements than those set forth herein do not supersede or diminish the requirements herein.

7.10 Address for Plan Submission. Any plan submission, notice, or correspondence to the Architectural Control Committee must be made at the following address:

5701 I-40 West
Amarillo, TX 79106

7.11 Address for Notices or Correspondence. Any notices or correspondence to an Owner of a Lot must be addressed to the Street address of the Lot. Any notice or correspondence to Declarant must be made at the following address:

5701 I-40 West
Amarillo, TX 79106

7.12 Change of Address. Declarant or the Architectural Control Committee may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Randall County, Texas.

7.13 Amendment. At any time, the Owners of legal title to at least 51.0% of the Lots (as shown by the Official Public Records of Randall County, Texas) may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of Declarant. Declarant will be under no obligation to consent to any amendment of this Declaration.

7.14 Assignability. Declarant and its successors and assigns may assign their rights, privileges, duties, and obligations hereunder by documents signed by Declarant or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which documents must be recorded in the Official Public Records of Randall County, Texas.

7.15 Joinder of Lienholder. PNB Financial Bank is a lienholder on the Property (the "Lienholder"). The Lienholder joins in the execution of this Declaration to subordinate its liens to this Declaration.

7.15 Approvals. All consents and other evidences of approval by Declarant or the Architectural Control Committee must be in writing and signed by Declarant or the Architectural Control Committee before they are binding.

7.16 Attorney's Fees. If attorney's fees are incurred for the enforcement of this Declaration, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs. Attorney's fees assessed against an Owner may be collected as a Special Owner Assessment as provided in Section 3.4 of the Master Declaration without the necessity of a vote by the Members.

7.17 Time. Time is of the essence.

7.18 Gender. When the context requires, singular nouns and pronouns include the plural.

Dated the 27th day of September, 2001.

DECLARANT:

The Family Housing Foundation,
a Texas non-profit corporation

By: Ronald H. Boyd
Ronald H. Boyd, President

APPROVED BY LIENHOLDER:

PNB Financial Bank

By: Steve Bowen

Name: Steve Bowen

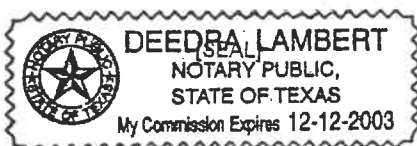
Title: Senior Vice President

THE STATE OF TEXAS

COUNTY OF Potter

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This instrument was acknowledged before me on this the 4th day of October, 2001, by Ronald H. Boyd, President of The Family Housing Foundation, a Texas non-profit corporation, on behalf of said corporation.



Deedra Lambert

Notary Public

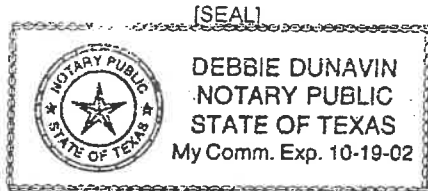
Printed Name: _____

Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF RANDALL§
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This instrument was acknowledged before me on this the 2ND day of October, 2001, by STEVE BOWEN [PRINTED NAME], SENIOR VICE PRESIDENT [TITLE] of PNB National Bank, a national banking corporation, on behalf of said corporation.



Notary Public

Printed Name: DEBBIE DUNAVINCommission Expires: 10-19-021
6

FILED FOR RECORD

Sue Wicker Bartolino

County Clerk, Randall County, Texas

By: J. Howell Deputy

October 04, 2001 - 04:19 P

This document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS
COUNTY OF RANDALL }
I hereby certify that this instrument was FILED on the date and time affixed hereon by me and was duly RECORDED IN

the Official Public Records of Randall County, Texas, as stamped hereon by me.



SUE WICKER BARTOLINO
County Clerk, Randall County, Texas

By: J. Howell
Deputy

Return to:
THE FAMILY HOUSING FOUNDATION
5701 I-40 WEST
Amarillo, TX 79106

01 21805

AMENDMENT No. 1
TO COLONIES UNIT No. 9
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECITALS

A. The Family Housing Foundation, a Texas non-profit corporation ("**Declarant**"), filed an instrument entitled "Colonies Unit No. 9 Declaration of Covenants, Conditions, and Restrictions" in the Official Public Records of Randall County, Texas, under Document No. 01-17802 (the "**Restrictions**").

B. The ownership of the Lots in the Colonies Unit No. 9, Amended, 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 01-15813, is:

<u>Lot Nos.</u>	<u>Block No.</u>	<u>Owners</u>
41, 42	1	Panhandle Overland, Inc. P.O. Box 7066 Amarillo, TX 79114
28, 34	1	Howard Cassada, CASSADA INVESTMENTS, L.L.C. dba Tascosa Homes 21 Didrickson Lane Amarillo, TX 79124
49	1	Wayne L. Hawkins and wife, Linda K. Hawkins 4220 Arden Road Amarillo, TX 79110
36, 37	1	Standefer Construction, Inc. 1763 S. Avondale Amarillo, TX 79106
30, 31, 32, & 33	1	Thomason Ward 5701 I-40 West Amarillo, TX 79106
29	1	Malcolm Bryant and wife, Jo Ann Bryant 6309 Sunlake Drive Amarillo, TX 79124
44, 45, & 46	1	D.W. Rufenacht & Associates, L.L.C. P.O. Box 19297 Amarillo, TX 79114

43	1	Bob Damon, dba Bob Damon Builder 519 Melody Lane Amarillo, TX 79118	0
35	1	Craft Masters, Inc. 519 Melody Lane Amarillo, TX 79118	
39	1	Susan Sheridan 7609 Sleepy Hollow Amarillo, TX 79121	
27, 38, 40, 47, 48, & 50	1	The Family Housing Foundation 5701 I-40 West Amarillo, TX 79106	2

C. The plat of the Property was amended but Section 1.17 of the Restrictions contained incorrect recording information for the plat.

D. The Owners and Declarant desire to amend and add to the Restrictions.

AMENDMENT

Now, therefore, for and in consideration of the above recitals which are incorporated below as if repeated verbatim, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Declarant and Owners agree as follows:

1. Amendment. Section 1.17 of the Restrictions is amended to show the plat was amended and the correct recording information as follows:

"1.17 "Property" means the following described property:

All of The Colonies Unit No. 9, Amended, 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. 01-15813."

2. Windows. The following is added to Article 3 of the Restrictions:

"No windows will be allowed in walls on the Zero Lot Line side above the first floor of the Residence. All windows in walls constructed on the Zero Lot Line side of the first floor of a Residence, unless otherwise approved by the Architectural Control Committee, must not open and must be permanently opaque and of such material that cannot be seen through."

3. Definitions. Capitalized terms used in this Amendment No. 1, to the extent not otherwise defined herein, have the same meanings as in the Restrictions.

4. Ratification. Except as herein provided, all terms of the Restrictions remain the same.

Dated the 31st day of October, 2001.

OWNERS:

Panhandle Overland, Inc.

By: Richard W. Fowler

Printed Name: Richard W. Fowler

Title: owner

Howard Cassiada
Howard Cassiada, dba Tascosa Homes

CASSIADA INVESTMENTS, L.L.C.

Wayne L. Hawkins
Wayne L. Hawkins

Linda K. Hawkins
Linda K. Hawkins

Standefer Construction, Inc.

By: Jim Standefer - Pres.

Name: Jim Standefer

Title: Pres.

Thomason Ward
Thomason Ward

Malcolm Bryant
Malcolm Bryant

Jo Ann Bryant
Jo Ann Bryant

D.W. Rufenacht & Associates, L.L.C.

By: Dale W. Rufenacht

Name: Dale W. Rufenacht

Title: Member

Bob Damon
Bob Damon, dba Bob Damon Builder

Craft Masters, Inc.

By: Bob W. Damon

Name: Bob W. Damon

Title: Pres.

Susan Sheridan
Susan Sheridan

OWNER AND DECLARANT:

The Family Housing Foundation,
a Texas non-profit corporationBy: Ronald H. Boyd
Ronald H. Boyd, President

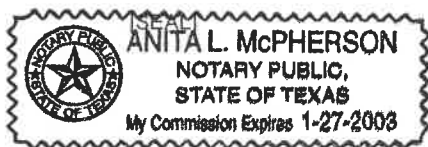
THE STATE OF TEXAS

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COUNTY OF POTTER

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This instrument was acknowledged before me on this the 21 day of November, 2001, by Panhandle Overland, Inc. [PRINTED NAME], Richard Fowler [TITLE], of Panhandle Overland, Inc., a Texas corporation, on behalf of said corporation.



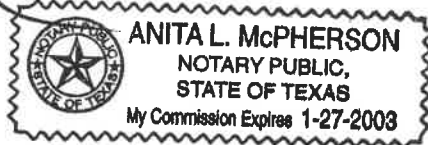
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 16th day of November, 2001, by Howard Cassiada, dba Tascosa Homes.
CASSADA TRULST MOUNTS, L.L.C. [SEAL]



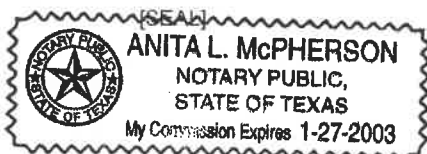
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 13th day of November, 2001, by Wayne L. Hawkins.



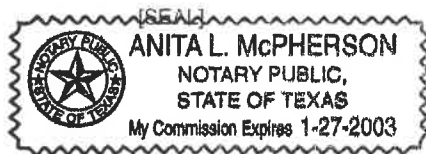
Anita L. McPherson
Notary Public
Printed Name: Anita McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 13th day of November, 2001, by Linda K. Hawkins.



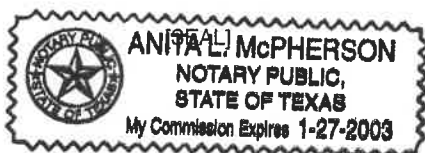
Anita L. McPherson
Notary Public
Printed Name: Anita McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 13th day of November, 2001, by MIKE STALDIFOR [PRINTED NAME], PRESIDENT [TITLE], of Standefor Construction, Inc., a Texas corporation, on behalf of said corporation.



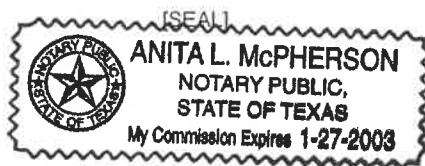
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 7 day of November, 2001, by Thomason Ward by Rick Thomason



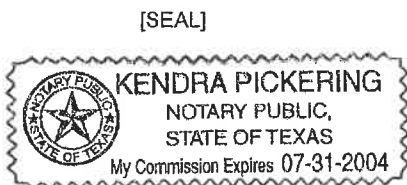
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 27th day of November, 2001, by Malcolm Bryant.



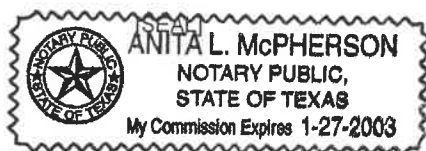
Kendra Pickering
Notary Public
Printed Name: Kendra Pickering
Commission Expires: 7-31-04

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 27 day of November, 2001, by **Jo Ann Bryant**.



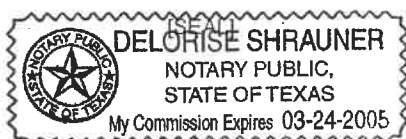
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 20th day of November, 2001, by DW Rufenacht [PRINTED NAME], member [TITLE], of **D.W. Rufenacht & Associates, L.L.C.**, a Texas limited liability company, on behalf of said company.



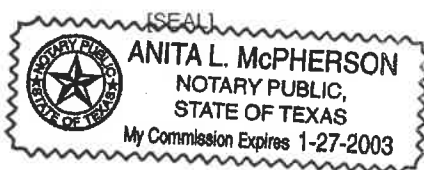
Delorise Shrauner
Notary Public
Printed Name: Delorise Shrauner
Commission Expires: 3-24-2005

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 5th day of November, 2001, by **Bob Damon, dba Bob Damon Builder**.



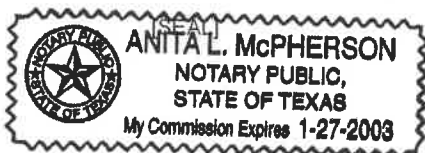
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 5th day of November, 2001, by Bob Damon [PRINTED NAME], President [TITLE], of **Craft Masters, Inc.**, a Texas corporation, on behalf of said corporation.



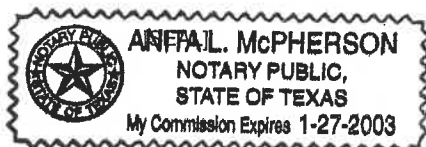
Anita L. McPherson
Notary Public
Printed Name: Anita L. McPherson
Commission Expires: 1-27-2003

THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 19 day of November, 2001, by **Susan Sheridan**.



Anita L. McPherson
Notary Public
Printed Name: Anita McPherson
Commission Expires: 1-27-2003

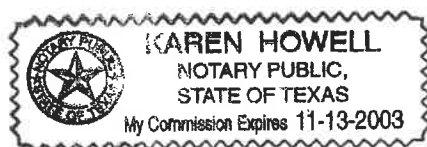
THE STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me on this the 13th day of November, 2001, by **Ronald H. Boyd**, President of **The Family Housing Foundation**, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]



Karen Howell
Notary Public
Printed Name: KAREN HOWELL
Commission Expires: 11-13-03

STATE OF TEXAS }
COUNTY OF RANDALL }

I hereby certify that this instrument was FILED on the date and time affixed hereon by me and was duly RECORDED IN

the Official Public Records of Randall County, Texas, as stamped hereon by me.

SUE WICKER BARTOLINO
County Clerk, Randall County, Texas

by R. Baker Deputy

FILED FOR RECORD

Sue Wicker Bartolino
County Clerk, Randall County, Texas
By: J. Howell Deputy

December 04, 2001 - 01:33 P

This document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

**AMENDMENT NO. 2
TO COLONIES UNIT NO. 9
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

Recitals

A. The Family Housing Foundation, a Texas non-profit corporation ("**Declarant**"), filed an instrument entitled "Colonies Unit No. 9 Declaration of Covenants, Conditions, and Restrictions" in the Official Public Records of Randall County, Texas, under Document No. 01-17802 (the "**Restrictions**").

B. The Restrictions were amended by document entitled "Amendment No. 1 to Colonies Unit No. 9, Declaration of Covenants, Conditions, and Restrictions" recorded in the Official Public Records of Randall County, Texas, under Document No. 0121805

C. The Family Housing Foundation, a Texas non-profit corporation, (the "**Foundation**") was the Declarant in the Restrictions.

D. The Foundation does not own any Lots covered by the Restrictions and desires to release all of its rights thereunder.

Release

Now, therefore, in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Foundation agrees as follows:

1. Assignment. The Foundation assigns all of its rights under the Restrictions to the Colonies Unit No. 9 Master Association, Inc., a Texas non-profit corporation.

2. Release. The Foundation waives and releases all of its rights under Section 7.13 of the Restrictions to approve amendments to the Restrictions.

3. Definitions. Capitalized terms in this Amendment No. 2, to the extent not otherwise defined herein, have the same meanings as in the Restrictions.

Dated the 31st day of August, 2004.

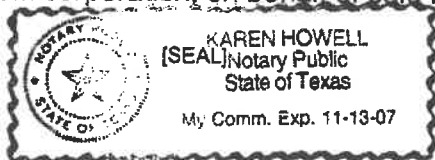
THE FAMILY HOUSING FOUNDATION,
a Texas non-profit corporation

By: Ronald H. Boyd
Ronald H. Boyd, President

THE STATE OF TEXAS
COUNTY OF POTTER

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This instrument was acknowledged before me on this the 28th day of September, 2004, by **Ronald H. Boyd**, President of **THE FAMILY HOUSING FOUNDATION**, a Texas non-profit corporation, on behalf of said non-profit corporation.



Karen Howell
Notary Public
Printed Name: KAREN HOWELL
Commission Expires: 11-13-07

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sue Wiener Bartolino

August 11, 2005 01:49:36 PM

2005016616

FEE \$14.00

Sue Wicker Bartolino County Clerk

Randall County TEXAS

01 2516
Return to:
DONNA DeRIGHT
City Secretary, City of Amarillo, Texas
P. O. Box 1971
Amarillo, Texas 79186

RESOLUTION NO. 243-01-1

A RESOLUTION CONDUCTING A PUBLIC HEARING ON A PETITION REQUESTING ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT TO BE LOCATED IN A SUBDIVISION KNOWN AS "THE COLONIES" IN THE VICINITY OF SONCY, COULTER, SOUTHWEST 45TH, AND HILLSIDE STREETS; CONCERNING ADVISABILITY OF CREATING SUCH DISTRICT; ESTIMATED COST; METHOD AND APPORTIONING OF ASSESSMENTS; BOUNDARIES OF SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owners and developer of property in the City of Amarillo have submitted a petition requesting establishment of a Public Improvement District for the comprehensive development of said property as is set out in the petition; and

WHEREAS, Chapter 372, Texas Local Government Code requires a public hearing on a Public Improvement District after notice; and

WHEREAS, the City Commission finds that notice of a public hearing has been published in the manner required by law; and

WHEREAS, the City Commission finds that the public hearing called for consideration of this resolution should be closed; therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AMARILLO:

SECTION 1. The public hearing called for consideration of the Public Improvement District is hereby closed and the City Commission finds the following:

A. The petition requesting establishing of a Public Improvement District appears to be in due order and in compliance with requirements of state law.

B. The petition proposes constructing of landscaping and green areas above that generally provided in the rights-of-way of platted subdivisions in the City of Amarillo and provides for additional maintenance for both permanent and seasonal plantings in the green areas as well as berms, fences, entrances and security services. Further, the petition proposes that the Public Improvement District be authorized to engage in any other statutorily allowed project, as may be approved in a service plan to be adopted.

C. The Developers initial total estimated cost for the improvements proposed in the Public Improvement District is \$3,024,155. The actual cost may be affected by inflation or changes

in improvements actually made. The Developer's estimated cost and administrative expenses during the first year of operation beginning October 1, 2001 are:

Cost of Maintenance	\$11,175	0
Administration and Operation Expense	1,000	
Reserve for Maintenance and Operation	3,045	—
Developer Reimbursement of Project Costs	17,192	2
Totals	<u>\$32,412</u>	
Round to	\$32,410	

The cost of capital improvements and maintenance in subsequent years will be determined annually in the service plan.

D. The boundaries of the Public Improvement District are shown on the attached Exhibit "1."

E. The Public Improvement District will bear all costs of the improvements, maintenance, and administrative costs.

F. The method of assessment of costs of the improvements to properties within the Public Improvement District is as follows:

- (a) Residential Property. Each Residential Lot will be assessed based upon the number of square feet located within the Residential Lot.
- (b) Church Property. The first 20 acres of the Property sold for construction of Churches will be excluded from assessments. All other tracts on which a Church or Churches are built will be assessed at an amount equal to the square footage assessment on Residential Lots.
- (b) Multi-Family Property. Multi-Family Tracts will be assessed at an amount equal to 120.0% of the per square footage assessments on Residential Lots.
- (c) Commercial Property. Property to be used for commercial, general retail, neighborhood services, offices, office condominiums, and other non-residential and non-church purposes will be assessed at an amount equal to 150.0% of the per square footage assessments on Residential Lots.

G. The terms, limitations, conditions, duties, and obligations of both the City and landowners, as stated in the petition are adopted and incorporated herein by reference. In the event of a change or conflict between this resolution and the petition, the term of this resolution prevail.

01 2516
Return to:
DONNA DeRIGHT
City Secretary, City of Amarillo
P. O. Box 1971
Amarillo, Texas 79186

H. The obligation to reimburse developer for cost of improvements shall be payable from
and secured solely by assessments made and collected from property within the Public Improvement
District. The City may (but is not required to) issue revenue bonds or other obligations to provide
funds to reimburse the developer, provided that the City is satisfied and finds that: (1) there are
sufficient homeowners within the Public Improvement District who are subject to and timely paying
the assessment to indicate that debt repayment is not primarily dependent on petitioners or a limited
number of homeowners; and (2) both current and anticipated immediately collectable assessments
(those not requiring use of liens or other extraordinary collection effort) made within the Public
Improvement District are sufficient to fund current maintenance, operations, and the debt service
requirements; and (3) current and anticipated revenue from Public Improvement District immediately
collectable assessments (and other credit enhancement by petitioners or developer) render debt
issuances marketable upon favorable terms acceptable to the City. The City has no obligation to
issue debt to reimburse the petitioners or developer unless the three conditions above are met and
terms or conditions of the debt can be negotiated to City's sole satisfaction.

1. The improvements proposed in the petition requesting establishment of the Public
Improvement District are in the best interests of the citizens of Amarillo and will add amenities to
the quality of life without any additional cost to the taxpayers of Amarillo. Therefore the
improvements proposed in the petition are beneficial and advisable.

SECTION 2. The foregoing having been found to be beneficial to and in the best interests
of the citizens of Amarillo, the Public Improvement District to be known as the Colonies is hereby
approved, authorized and established.

SECTION 3. In the event this resolution or any part hereof is found to be invalid, such
invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall
continue to be in full force and effect.

SECTION 4. All resolutions or parts thereof that conflict with this resolution are hereby
repealed, to the extent of such conflict.

SECTION 5. Publication. Pursuant to Tex. Local Gov. Code Sec. 372.010(b) Notice of
passage of the resolution shall be published one (1) time in a newspaper of general circulation in this
city and its extraterritorial jurisdiction.

SECTION 6. Effective Date. This resolution is effective upon and after its passage. Provided, however, actual construction of an improvement shall not begin until after the twentieth (20th) day after the date of publications, as provided in Tx. Loc. Gov. Code § 372.010(c).

INTRODUCED AND PASSED by the City Commission of the City of Amarillo, Texas, this 13th day of February, 2001.

ATTEST:

Donna DeRight
Donna DeRight, City Secretary

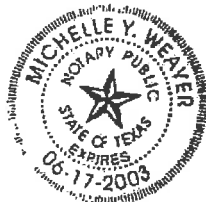
Kel Seliger
Kel Seliger, Mayor

THE STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, the undersigned authority, a notary public, in and for Potter County, Texas, on this day personally appeared Kel Seliger, Mayor of the City of Amarillo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of February, 2001.



Michelle Y. Weaver
Notary Public, Potter County
Texas

City Secretary's Office
Box 1971
Amarillo, Tx 79105-1971

FILED FOR RECORD -
Sue Wacker Bartolino
County Clerk, Randall County, Texas
By: Michelle Y. Weaver Deputy

February 21, 2001 - 09:50 A

This document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.