

NOTICE OF PUBLIC HEARING AMARILLO CITY COUNCIL

DATE: July 28, 2026

TIME: 3:00 P.M.

PLACE: City Council Chambers, 3rd Floor, City Hall, 623 South Johnson Street Amarillo, TX 79101

The Amarillo City Council will consider in a public hearing on July 28th at 3:00 P.M., a Resolution for the establishment of the Rock Ridge Public Improvement District in the vicinity of the City of Amarillo bound on the East by North Western Street, adjacent to the South and West by Hester Road and Adjacent to the West by another subdivision, which will be considered. The particulars regarding the Public Improvement District are as follows:

The owners and developer of property in the City of Amarillo have submitted a Petition requesting the creation of the Rock Ridge Public Improvement District (PID) in accordance with Chapter 372, Texas Local Government Code, which requires a public hearing on a PID after notice.

The Resolution requesting establishment of the PID proposes the installation and maintenance of improvements that confer a special benefit to the neighborhood over and beyond the normal or typical City standard, for an improvement project listed in Section 372.003 of the Texas Local Government Code, including but not limited to landscaping, parkways, screen walls, and entrances.

The total estimated cost of the improvements proposed in the Public Improvement District is \$11,788,539.00.

The developer has planned improvements, and the cost will be reimbursed through any one or any combination of the methods described in Section 372.023(d) of the Texas Local Government Code.

The approximate boundaries of the Public Improvement District are as follows:

The approximate boundaries of such PID consists of a 254.55 acre tract of land being a portion of Section 12, Block 9, B. S. & F. Survey, Potter County TX, more specifically described in the Rock Ridge PID Petition located on the City of Amarillo website at <https://www.amarillo.gov/public-notice>.

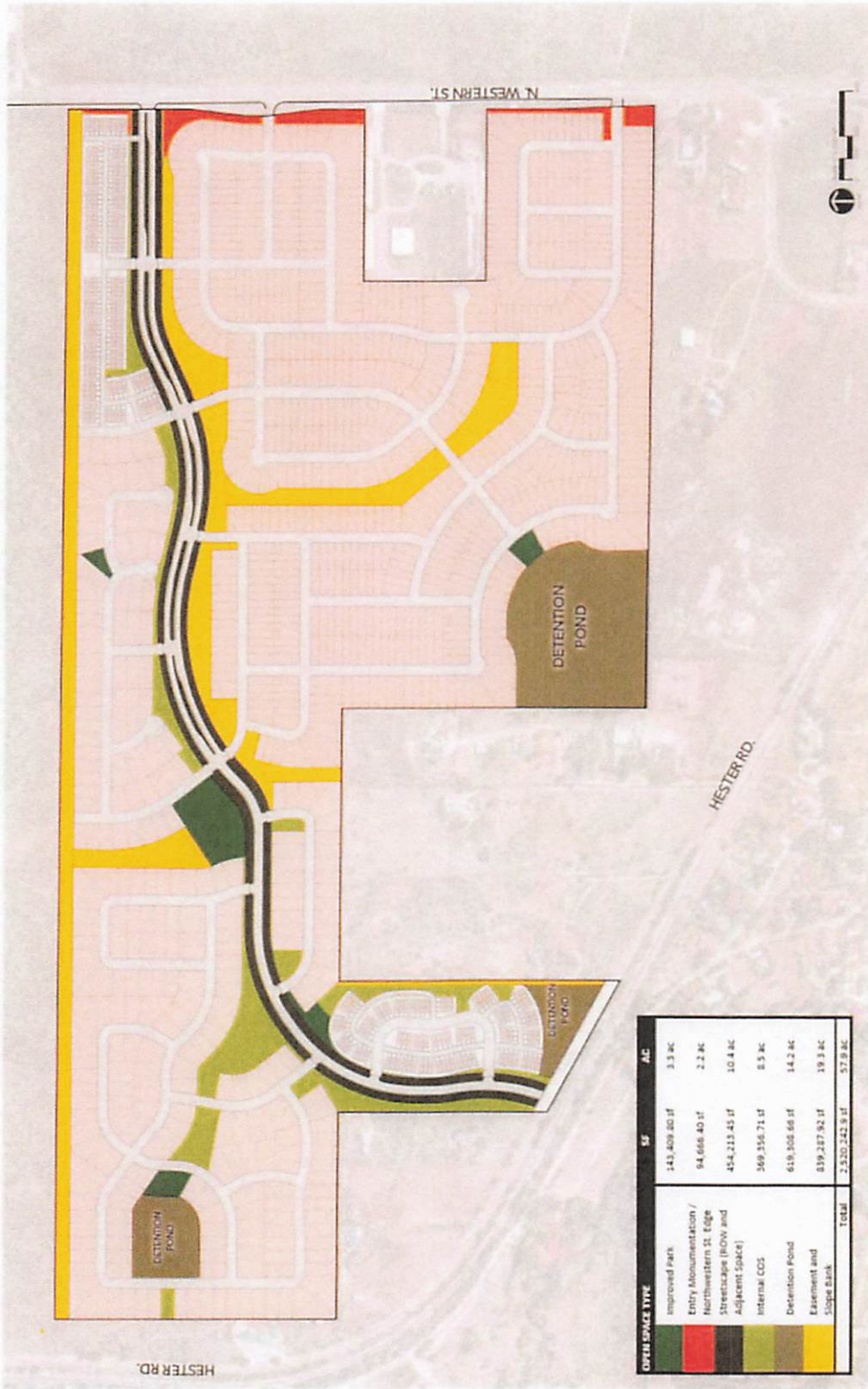
The PID will bear all costs of the improvements, maintenance, and administration of the District. No costs will be apportioned to the City of Amarillo or Potter County, Texas. The method of assessment for said costs to properties within the PID will be based on the Net Appraised Value of the Lot.

APPLICANTS: North Western Development Company, LLC and RRDC Amarillo, LP.

FOR INFORMATION CALL: City of Amarillo Public Improvement District, 806/378-6242.

Any property owner within the proposed District, or any interested party, may appear at the hearing and speak for or against the creation of the PID or the proposed improvements.

A map of the proposed district, the Petition submitted by the property owners, and the draft Service and Assessment Plan are available for public inspection in the City Secretary's Office during regular business hours and on the City's website at: <https://www.amarillo.gov/public-notice>.



**PETITION REQUESTING ESTABLISHMENT
OF PUBLIC IMPROVEMENT DISTRICT**

TO: The Mayor and City Council of the City of Amarillo, Texas

Recitals

A. North Western Development Company, LLC, a Texas limited liability company, is the owner of the real property described in EXHIBIT "A."

B. RRDC Amarillo, LP, a Texas limited partnership, is the owner of the real property described in EXHIBIT "B."

C. Developer (such term being defined in Paragraph 1 below) intends to develop said property in approximately 8 different phases.

D. Owner intends to convey each phase of the property described in EXHIBIT "A" to Developer before the Property is platted.

E. Developer will file a plat (the "Plat") of each phase with the Planning and Zoning Department of the City of Amarillo, Texas upon acquiring title. When Developer transfers a lot within a phase that has been platted to a third party, the lot will be subject to assessments as provided in this Petition.

F. Developer will create a property owners association.

Petition

This Petition requesting the establishment of a public improvement district is submitted by Owner (such term being defined in Paragraph 1 below) and Developer to the Amarillo City Council. This Petition is submitted under the authority of Chapter 372 of the Local Government Code of Texas so that the powers granted under the Act may be exercised by the City. In support of this Petition, Owner and Developer show the following:

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

- (a) "Act" means Chapter 372 of the Local Government Code of Texas.
- (b) "Administrative Costs" means publication fees, collection fees, postage, and other administrative costs incurred by the City directly attributable to the PID.

- (c) **"Advisory Board"** has the meaning set forth in Paragraph 4.
- (d) **"Assessment Method"** has the meaning set forth in Paragraph 14.
- (e) **"Assessed Tracts"** has the meaning set forth in Paragraph 3.
- (f) **"Association"** means the Property Owners Association as described in Paragraph 22 below.
- (g) **"Capital Improvements"** means improvements that confer a special benefit to the neighborhood over and above the normal or typical City standard, for a project listed in Section 372.003 of the Act.
- (h) **"City"** means the City of Amarillo.
- (i) **"City Council"** means the City Council of the City of Amarillo.
- (j) **"Common Areas"** means those areas designed as "Common Areas" on the Plat.
- (k) **"Developer"** means RRDC Amarillo, LP, a Texas limited partnership, and/or any of its successors and/or assigns to whom RRDC Amarillo, LP expressly conveys or assigns in writing, whether in whole or in part, any of its rights and/or obligations with respect to the PID, and expressly excludes any person or entity merely purchasing property within the PID from Developer.
- (l) **"Hard Costs"** means actual costs incurred by Developer for construction of the Capital Improvements.
- (m) **"Hybrid PID"** has the meaning set forth in Paragraph 25(a).
- (n) **"Maintenance"** means labor and materials for the repair and maintenance of the Capital Improvements, mowing grass, trimming trees and bushes, replanting landscaping, and other work as reasonably determined by the Management Company to keep the Capital Improvements attractive and in good condition.
- (o) **"Management Company"** shall mean a person or entity selected by the City and approved by the Association, which could be the Association itself, to provide certain services, in accordance with the Texas Procurement Laws, as set forth herein, associated with the PID.
- (p) **"Net Appraised Value"** shall mean the value of the Residential Lot which shall include all improvements constructed on such lot or attributable to such lot as determined by the Potter-Randall County Appraisal District.

- (q) **"Owner"** means North Western Development Company, LLC, a Texas limited liability company and RRDC Amarillo, LP, a Texas limited partnership, and/or any of its successors and/or assigns to whom North Western Development Company, LLC and/or RRDC Amarillo, LP expressly conveys or assigns in writing, whether in whole or in part, any of its rights and/or obligations with respect to the PID.
- (r) **"Petition"** means this Petition Requesting Establishment of Public Improvement District.
- (s) **"PID"** means the public improvement district to be created pursuant to this Petition.
- (t) **"PID Assessments"** means assessments imposed against Assessed Tracts, which are used to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon.
- (u) **"Plat"** means a map of a subdivision showing the location of individual parcels of land subdivided into lots, with streets, alleys, etc., and drawn to scale.
- (v) **"Pre-Dissolution Costs"** has the meaning set forth in Paragraph 25(a).
- (w) **"Property"** means the real property described in EXHIBIT "A" and EXHIBIT "B".
- (x) **"Residential Lot"** means all lots on which single-family detached houses, attached townhouses, houses on zero lot lines, patio homes, garden homes, and other similar houses are to be constructed which are used as single-family residences.
- (y) **"Service Plan"** has the meaning set forth in Paragraph 16.
- (z) **"Soft Costs"** means costs and fees incurred by Developer for architectural design of landscaping, design for architectural and landmark features, insurance on Capital Improvements, engineering fees applicable only to Capital Improvements, and attorneys' fees for the establishment, administration, and operation of the PID.

2. **Name.** The PID will be known as the Rock Ridge Public Improvement District.

3. **PID Assessment.** The City will be authorized to utilize the PID to assess all lots and tracts located in any platted portion of the Property, except as otherwise provided herein, (the "Assessed Tracts") to raise money to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon. The City will not assess—for the PID—the platted

portion of the Property included in streets, alleys, parks, or Common Areas. When each phase of the Property is platted and the Plat is filed in the Official Public Records of Potter County, Texas, the property within the Plat will be subject to PID Assessments beginning on January 1 of the year that follows the year during which the Plat is filed in the Official Public Records of Potter County, Texas. The property within each Plat will not be subject to PID Assessments for the year in which the Plat for such property is recorded in the Official Public Records of Potter County, Texas. Until the time that sufficient PID Assessments have been collected to pay for the cost of Maintenance, Developer shall pay for such Maintenance costs, which shall be reimbursed to Developer in accordance with Paragraph 10 below. The City should endeavor to keep the PID Assessments on the Assessed Tracts as level as reasonably possible.

4. **Advisory Board.** The City Council will appoint a PID advisory board (the "Advisory Board"). The terms of the members of the Advisory Board shall coincide with the City's fiscal year. The initial Advisory Board will consist of three members who will be suggested for approval by Developer. Unless a member is appointed to fill an unexpired term of a former member, the term for each member of the initial Advisory Board will begin on the date of his or her appointment to the Advisory Board and continue until the last day of the City's fiscal year. If on the last day of such fiscal year, Developer has not sold more than 100 Residential Lots within the PID, the initial Advisory Board shall continue serving for the subsequent fiscal year or years until such time as on the last day of a fiscal year at least 100 Residential Lots within the PID have been sold by Developer. At such time, the Advisory Board for all future fiscal years will consist of five members who will serve terms of three years each with the terms being staggered among the members as equally as possible. Such five members of the Advisory Board shall consist of:

(a) two members, other than Developer, who are lot owners in the PID and who are suggested for approval by the Association's Board of Directors;

(b) two members who are suggested for approval by Developer, unless Developer waives its right, in writing, to suggest members to serve on the Advisory Board; and

(c) one member who is suggested for approval by Owner, unless Owner waives its right, in writing, to suggest a member to serve on the Advisory Board.

At the time when Developer no longer own any residential portions of the Property or in the event that Developer waives the right to suggest members to serve on the Advisory Board, the members of the Advisory Board whom Developer had the right to suggest for approval will be suggested instead by the Association's Board of Directors.

5. **Advisory Board Services.** The Advisory Board, in collaboration with the Management Company, will recommend for approval by the Association and City Council (i) a five-year Service Plan and annual updates thereto, (ii) an annual budget setting forth in detail the proposed services and the projected costs of services, improvements, Maintenance, and Administrative Costs for the PID, (iii) service contracts, and (iv) the amount of PID Assessments. The Service Plan, when approved, will be administered by the City and the Management Company.

6. **General Nature of Proposed Improvements.** The proposed improvements to be included in the PID are the Capital Improvements, and the general nature of the proposed improvements will primarily be aesthetic in nature to enhance the lifestyle, personal pride, enjoyment, and property values within the PID. A master plan showing the proposed location of the Capital Improvements is attached hereto as EXHIBIT "C."

7. **Development Costs.** If Owners and the City agree, after required public bidding, the PID shall reimburse Developer for the Soft Costs and Hard Costs plus interest at a rate equal to the prime rate of interest published in the Money Rates column of the first issue of the Wall Street Journal published in January of each year. Interest will begin accruing on the Soft Costs and the Hard Costs on the date the City accepts each separate phase of Capital Improvements. Notwithstanding the foregoing, interest will cease accruing five years after the City accepts each separate phase of Capital Improvements. The Soft Costs to be reimbursed to Developer may not exceed 15.0% of the total Hard Costs.

8. **Regular City Services.** The proposed Capital Improvements and Service Plan applicable to the Property will be a supplement to the existing standard level of City improvements and services and will constitute an added increment to the improvements and services normally provided to the taxpayers generally. If the PID is created, the City will continue to furnish and pay for standard improvements and services in the PID at the same level as would be provided by the City to the taxpayers generally without use of any of the funds collected by the PID.

9. **Estimated Costs.** A spreadsheet showing the projected costs of the Capital Improvements is attached hereto as EXHIBIT "D." Such cost projections spreadsheet is an estimate only; the actual dates and costs may be affected by various matters, including inflation and changes in the Capital Improvements made by Developer. As shown on EXHIBIT "D", the estimated total of Hard Costs is \$11,521,039.00. The estimated total of Soft Costs is \$267,500.00 for a total estimated cost of \$11,788,539.00. An annual budget for the cost of improvements and Maintenance—within the limits of Section 372.003 of the Act—will be determined in the Service Plan recommended by the Advisory Board and adopted and amended from time to time by the City Council.

10. **Reimbursement to Developer.** Any amount of assessments received by the City for the PID in excess of (i) funds necessary to pay for Maintenance, (ii) Administrative Costs, and (iii) an amount to be held as a contingency reserve equal to at least 25.0% of the annual PID budget as determined by the Commission will be paid to Developer for reimbursement as set forth in Paragraph 7. The reimbursement to Developer will be paid quarterly as funds are available. Developer will only be reimbursed for Soft Costs and Hard Costs plus interest as provided in Paragraph 7. All payments to Developer will be applied first to accrued interest and then to principal.

11. **Payment of Surplus to Developer as Reimbursement.** Any amount of PID Assessments received by the City in excess of funds necessary for the payment of the following items (the "Surplus") will be paid to Developer as reimbursement: (i) Maintenance, (ii) Administrative Costs, (iii) an amount to be held as a contingency reserve equal to at least 25.0% of the annual PID budget as determined by the City Council, and (iv) debt service for

reimbursement payments to Developer as called for under Paragraph 10. It is the intent that in addition to the reimbursement payments to Developer called for under Paragraph 10, Developer will also receive the Surplus as a credit to the amount to be reimbursed to Developer under Paragraph 10. The payments of Surplus to Developer will be paid annually, on a first incurred, first reimbursement basis, as funds are available. All payments of Surplus to Developer will be applied first to accrued interest and then to principal.

12. **Issuance of Debt.** When the City has determined that a sufficient number of Assessed Tracts exist within the PID to generate income sufficient to amortize between 10 to 30 years the total costs of the unreimbursed Hard Costs, Soft Costs, Maintenance costs incurred by Developer, and accrued interest, the City will issue the necessary debt to provide sufficient funds to reimburse Developer therefor.

13. **PID Boundaries.** The proposed PID will include the Property and the boundaries of the proposed PID are shown on EXHIBIT "E."

14. **Method of Assessment.** At the time a Plat application is filed, Developer shall furnish the City with the number of square feet for each lot or tract lying within the Plat. Subject to Paragraph 3, PID Assessments shall be levied on tracts within the PID to pay the indebtedness for the Hard Costs, Soft Costs, Maintenance costs incurred by Developer, and accrued interest described in Paragraph 10. Until changed by the City Council, the method of establishing PID Assessments (the "Assessment Method") will be determined as follows:

- (a) **Residential Property.** Each Residential Lot will be assessed 0.2200% of the Net Appraised Value of the Residential Lot (including any and all improvements located on or attributable to the Residential Lot) for the current tax year as determined by the Potter-Randall County Appraisal District.
- (b) **Other Property.** All tracts other than those described in Subparagraphs 14(a) above will be assessed in the same manner as Residential Property.

The PID Assessments must be levied in amounts necessary to meet annual costs for Hard Costs, Soft Costs, Maintenance, Administrative Costs, reserves, and accrued interest and must continue for a period necessary to retire the indebtedness to Developer for Hard Costs, Soft Costs, costs of Maintenance incurred by Developer, and accrued interest. The PID Assessments and interest rate are to be recalculated on an annual basis based on an updated five-year Service Plan.

15. **Exemptions from Assessments.** The Advisory Board may, in its discretion, grant exemptions to non-profit organizations or entities from PID Assessments for property that will be used for non-residential purposes and in a manner that the Advisory Board determines will be beneficial to the Rock Ridge subdivision.

16. **Service Plan.** The "Service Plan" will be ongoing and will provide for:

- (a) Estimated cost and method of operating the PID to be recommended by the Advisory Board and approved by the City Council for a period of not less than five years. The City Council may, but is not obligated to, approve the recommendations of the Advisory Board. The Service Plan will be reviewed and updated each year by the Advisory Board and the City Council to establish the annual costs of the special services.
- (b) Annual costs of operating the PID to be assessed by the Assessment Method against the Assessed Tracts as established by the then current tax roll of the Potter/Randall County Appraisal District and to be collected with the ad valorem tax collections.

A summary of the potential services to be provided by the PID is described in EXHIBIT “F”; however, Owners and Developer request that the PID be authorized to engage in any activity permitted under the Act, subject to annual approval by the Advisory Board and the City Council.

17. Administration and Management. Administration and management of the PID will be by the City and the Management Company.

- (a) The power and duties of the City include:
 - i. exercising the duties set forth in the Act;
 - ii. levying and collecting PID Assessments to pay for the annual costs of operating the PID, debt service, and preparing and sending out statements for such PID Assessments on an annual basis;
 - iii. holding public hearings in accordance with Section 372.009 of the Act on the advisability of proposed improvements and services;
 - iv. making findings as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
 - v. authorizing acquisition of existing improvements or construction of new improvements and implementation of special supplemental services;
 - vi. approving the Service Plan for a period of not less than five years;
 - vii. reviewing and updating the Service Plan annually to determine the annual costs of operation of the PID and to determine the amount of the annual PID Assessment for each property owner;
 - viii. establishing by ordinance, if the City Council deems it necessary, reasonable classifications and formulas for the apportionment of

costs between various classes of property to be assessed and the methods of assessing the special benefits for various classes of improvements and services;

- ix. requesting reports from the Management Company concerning the operation of the PID;
- x. holding public hearings on proposed PID Assessments and passing on objections to such PID Assessments;
- xi. adopting ordinances levying PID Assessments, specifying the method and time for payment of PID Assessments, determining the rate of interest on unpaid PID Assessments, and fixing liens against property for unpaid assessments;
- xii. holding public hearings on supplemental PID Assessments to correct omissions or mistakes in original PID Assessments;
- xiii. making a reassessment or new assessment if an assessment is (1) set aside by a court of competent jurisdiction, (2) found excessive by the City Council, or (3) determined to be invalid by the City Council on the written advice of legal counsel;
- xiv. creating a separate PID fund within the City treasury to be used solely for the depositing of PID assessments and the paying of PID costs;
- xv. establishing the necessary administrative changes to the PID fund to cover all necessary administrative charges to not impact taxpayers in other areas of the City;
- xvi. approving contracts for services provided to the PID;
- xvii. reviewing bids for construction and awarding contracts;
- xviii. issuing debt on a per phase basis for the development and providing for repayment;
- xix. reviewing PID expenditures and processing payments; and
- xx. approving preliminary cost estimates for proposed improvements and services.

(b) The powers and duties that the City intends, but is not required, to delegate to the Management Company shall include:

- i. overseeing the maintenance of PID improvements and the provision of PID services;
- ii. obtaining preliminary cost estimates for proposed improvements and services;
- iii. making recommendations to the City as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
- iv. in collaboration with the Advisory Board, reviewing and updating the Service Plan annually to determine the annual costs of operation of the PID and to determine the amount of the annual PID Assessment for each property owner;
- v. providing any reports requested by the City concerning the operation of the PID;
- vi. making recommendations to the Advisory Board regarding PID Assessments; and
- vii. recommending service providers for services to be provided within the PID.

18. **Proposed Apportionment of Cost between PID and City.** The City shall not be obligated to provide any funds to finance the Capital Improvements. The cost of the Capital Improvements will either be paid directly from the PID Assessments or paid by the Developer who will be reimbursed from the PID Assessments.

19. **Common Areas Deed.** When Developer prepares each Plat, the Plat will show that portion of the Property that will be in the Common Areas. As soon as reasonably possible after the City accepts each phase of Capital Improvements on Common Areas, Developer will deed the Common Areas to the Association and the Association will then deed the Common Areas to the City. The deed from the Association to the City will contain a provision that if the PID is ever terminated, ownership of the Common Areas will revert to the Association.

20. **Establishment.** Owners and Developer request and concur with the establishment of the PID.

21. **Petition is Legal.** As required by Section 372.005 of the Act, this Petition is sufficient because it is signed by:

- (a) owners of taxable real property representing more than 50.0% of the appraised value of taxable real property liable for assessment under this

Petition, as determined by the current tax roll of the Potter/Randall County Appraisal District; and

- (b) record owners of real property liable for assessment under this Petition who own taxable real property that constitutes more than 50.0% of the area of all taxable real property that is liable for assessment under this Petition.

Owners are the record owner of the real property liable for assessment under this Petition. The address of Owners, the descriptions of the real property liable for assessment under this Petition, the tax account numbers, and the taxable appraised value of such property are shown on EXHIBIT "G."

22. **Property Owners Association.** Developer will create a Property Owners Association (the "Association") that—in the event the PID is terminated or dissolved—will have the authority and duty to continue the services of the PID.

23. **Master Declaration.** Developer intends to subject the Property to a Master Declaration that is in a substantially similar form to that attached hereto as EXHIBIT "H."

24. **Request.** Owners and Developer request that the City Council do the following:

- (a) determine that this Petition meets the requirements of the Act;
- (b) cause this Petition to be filed with the City Secretary;
- (c) make findings by resolution as to the advisability of the nature of the proposed improvements, the estimated cost, the boundaries of the PID, the method of assessment, and the apportionment of costs between the proposed PID and the City as a whole;
- (d) give proper notice and hold a public hearing on the advisability of establishing the PID and providing for the proposed Assessment Method;
- (e) at anytime within six months after final adjournment of the hearing, adopt a resolution authorizing establishment of the PID according to its findings and authorizing the PID to engage in any other statutorily allowed project as may be approved in a Service Plan to be adopted;
- (f) cause the resolution authorizing the PID to be duly published;
- (g) prepare an assessment roll stating the PID Assessment against each parcel of land within the PID—as determined by the Assessment Method—and cause such assessment roll to be filed with the City Secretary;
- (h) give proper notice and hold a public hearing to consider the proposed PID Assessments;

- (i) levy by ordinance the PID Assessments as special assessments on the Assessed Tracts, specify the method of payment, and prepare and send to property owners bills for such special assessments;
- (j) take all other steps necessary to establish the PID and impose the special assessments on the Assessed Tracts within the PID; and
- (k) take such other action as required by the Act.

25. **Dissolution.** The PID may be dissolved through (1) a public hearing called and held in the same manner as a hearing under Section 372.009 of the Act if a petition requesting dissolution is filed and the petition contains the signatures of at least enough property owners in the PID to make a petition sufficient under Section 372.005(b) of the Act, or (2) by such other dissolution process as the legislature may authorize. If the PID is dissolved, the following shall occur:

(a) the PID nonetheless shall remain in effect solely for the purpose of meeting obligations of indebtedness to Developer (the "Hybrid PID") for all Hard Costs, Soft Costs, and costs of Maintenance, so long as such costs were incurred by Developer prior to the dissolution of the PID (the "Pre-Dissolution Costs"), together with accrued interest on such Pre-Dissolution Costs;

(b) to the extent, due to unforeseen circumstances, Developer is not reimbursed through the Hybrid PID for any Pre-Dissolution Costs and accrued interest on such Pre-Dissolution Costs, the Association shall be responsible for the payment to Developer of such Pre-Dissolution Costs and accrued interest thereon; provided, however, the Association's obligation under this Subparagraph 25(b) shall in no way affect or limit the requirement that Developer be reimbursed through the Hybrid PID under Subparagraph 25(a);

(c) the Association will have the authority and duty to continue the services of the PID as set forth in the Master Declaration attached hereto as Exhibit "H";

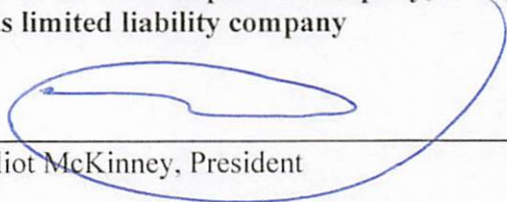
(d) the Association shall be obligated to remove or repair, at its expense, any Capital Improvements that are in disrepair and which create a hazard to the public safety as determined by the City.

26. **Exhibits.** The following exhibits are attached hereto and made a part hereof for all purposes:

Exhibit	Paragraph No.	Title
"A"	A	Real Property Owned by North Western Development Company, LLC, a Texas limited liability company
"B"	B	Real Property Owned by RRDC Amarillo, LP, a Texas limited partnership
"C"	6	Rock Ridge Master Plan
"D"	9	Cost Projection Spreadsheet
"E"	13	Map of Boundaries of PID
"F"	16	Potential Services
"G"	21	Information Regarding Owners and Property
"H"	23	Rock Ridge Master Declaration

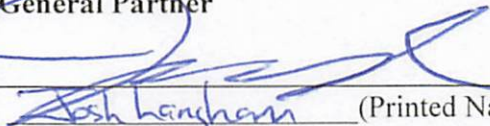
Dated the 6 day of May, 2026.

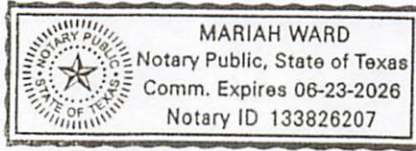
OWNER:
North Western Development Company, LLC,
a Texas limited liability company

By: 
 Elliot McKinney, President

DEVELOPER:
RRDC Amarillo, LP,
a Texas limited partnership

By: **Rock Ridge Amarillo Dev Co, LLC,**
General Partner

By: 
 Its: Josh Langham (Printed Name)
Member GP (Title)

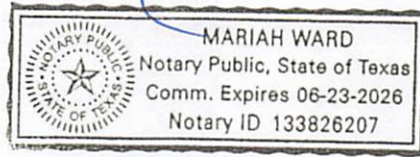


STATE OF TEXAS §
 §
COUNTY OF Pandell §

This instrument was acknowledged before me on this the 6 day of May, 2026, by Elliott McKinney, President of **North Western Development Company, LLC**, a Texas limited liability company, on behalf of said company.




Notary Public



STATE OF TEXAS §
 §
COUNTY OF Pandell §

This instrument was acknowledged before me on this the 6 day of May, 2026, by Josh Langhem, GP of **Rock Ridge Amarillo Dev Co, LLC**, General Partner for **RRDC Amarillo, LP**, a Texas limited partnership, on behalf of said limited partnership.



Notary Public

EXHIBIT "A"

Real Property Owned by **North Western Development Company, LLC, a Texas limited liability company**

FIELD NOTES for a 254.55 acre tract of land out of Section 12, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at a 3" iron pipe found at the northwest corner of said Section 12 for the northwest corner of this tract.

THENCE S. 89° 33' 47" E. a distance of 5497.91 feet a TxDot Monument found on the west right-of-way line of N. Western St. for the northeast corner of this tract.

THENCE S. 00° 08' 10" W., along said west right-of-way line, a distance of 562.78 feet to a TxDot Monument found for an angle corner of this tract.

THENCE S. 06° 57' 55" W., continuing along said west right-of-way line, a distance of 251.76 feet to a TxDot Monument found for an angle corner of this tract.

THENCE S. 00° 05' 49" W., continuing along said west right-of-way line, a distance of 100.06 feet to a TxDot Monument found for an angle corner of this tract.

THENCE S. 06° 42' 04" E., continuing along said west right-of-way line, a distance of 251.88 feet to a TxDot Monument found for an angle corner of this tract.

THENCE S. 00° 06' 45" W., continuing along said west right-of-way line, a distance of 196.76 feet to a 1/2" iron rod found for an ell corner of this tract.

THENCE N. 89° 51' 31" W. a distance of 777.92 feet to a 1/2" iron rod found for an ell corner of this tract.

THENCE S. 00° 08' 37" W. a distance of 560.26 feet to a Gresham Cap found for an ell corner of this tract.

THENCE S. 89° 52' 05" E. a distance of 778.10 feet to a 1/2" iron rod found on said west right-of-way line for an ell corner of this tract.

THENCE S. 00° 09' 13" W., along said west right-of-way line, a distance of 295.32 feet to a TxDot Monument found for an angle corner of this tract.

THENCE S. 02° 21' 19" E., continuing along said west right-of-way line, a distance of 471.60 feet to the southeast corner of this tract.

THENCE N. 89° 27' 48" W. a distance of 2723.81 feet to a 1-1/4" iron pipe found for an ell corner of this tract.

THENCE N. 00° 05' 22" W. a distance of 1392.40 feet to a 3/4" iron pipe found for an ell corner of this tract.

THENCE N. 89° 36' 13" W. a distance of 1238.19 feet to a Furman Cap found for an ell corner of this tract.

THENCE S. 00° 10' 19" E. a distance of 1286.33 feet to a Furman Cap found on the northerly right-of-way line of the Ft. Worth & Denver Railroad same being the southerly right-of-way line of Hester Road for an angle corner of this tract.

THENCE N. 60° 58' 18" W., along said northerly and southerly right-of-way lines, a distance of 684.74 feet to a 1-1/4" iron pipe found for the most southerly southwest corner of this tract.

THENCE N. 00° 02' 48" W. a distance of 958.93 feet to an RPLS 4928 Cap found for an ell corner of this tract.

THENCE N. 89° 35' 09" W. a distance of 950.69 feet to a Keys Cap found for the most westerly southwest corner of this tract.

THENCE N. 00° 04' 41" W. a distance of 1290.01 feet to the place of BEGINNING and containing 254.55 acres (11,088,227 square feet) of land.

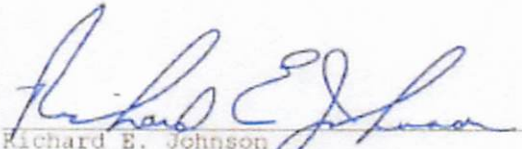
SAVE AND EXCEPT: A 17.28- acre tract of land out of Section 12, Block 9, B.S.&F. Survey, Potter County, Texas, as more particularly described on Exhibit "B" attached hereto.

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
COUNTY OF COLLINGSWORTH : Richard E. Johnson, Registered
Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 23rd day of September, A.D.,
2022.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

EXHIBIT "B"

Real Property Owned by RRDC Amarillo, LP a Texas partnership

A 17.28 acre tract of land out of Section 12, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at the northeast corner of said 17.28 acre tract of land on the west right-of-way line of N. Western Street which bears S. 89° 33' 47" E. a distance of 5499.52 feet and S. 00° 26' 13" W. a distance of 306.88 feet from a 3" iron pipe found at the northwest corner of said Section 12 for the northeast corner of this tract.

THENCE S. 00° 08' 10" W., along said west right-of-way line, a distance of 255.89 feet to a TxDOT monument found on said west right-of-way line for a corner of this tract.

THENCE S. 06° 57' 55" W., continuing along said west right-of-way line, a distance of 251.76 feet to a TxDOT monument found on said west right-of-way line for a corner of this tract.

THENCE S. 00° 05' 49" W., continuing along said west right-of-way line, a distance of 100.06 feet to a TxDOT monument found on said west right-of-way line for a corner of this tract.

THENCE S. 06° 42' 04" E., continuing along said west right-of-way line, a distance of 251.88 feet to a TxDOT monument found on said west right-of-way line for a corner of this tract.

THENCE S. 00° 06' 45" W., continuing along said west right-of-way line, a distance of 196.76 feet to a 1/2" iron rod found on said west right-of-way line for the southeast corner of this tract.

THENCE N. 89° 51' 31" W. a distance of 712.89 feet to the southwest corner of this tract.

THENCE N. 00° 08' 29" E. a distance of 129.23 feet to a corner of this tract.

THENCE N. 90° 00' 00" W. a distance of 19.94 feet to a corner of this tract.

THENCE N. 00° 00' 00" W. a distance of 50.00 feet to a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 8.50 feet to a corner of this tract.

THENCE N. 00° 00' 00" E. a distance of 530.00 feet to a corner of this tract.

THENCE N. 90° 00' 00" W. a distance of 8.50 feet to a corner of this tract.

THENCE N. 00° 00' 00" W. a distance of 50.00 feet to a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 8.50 feet to a corner of this tract.

THENCE N. 00° 00' 00" E. a distance of 189.76 feet to a corner of this tract.

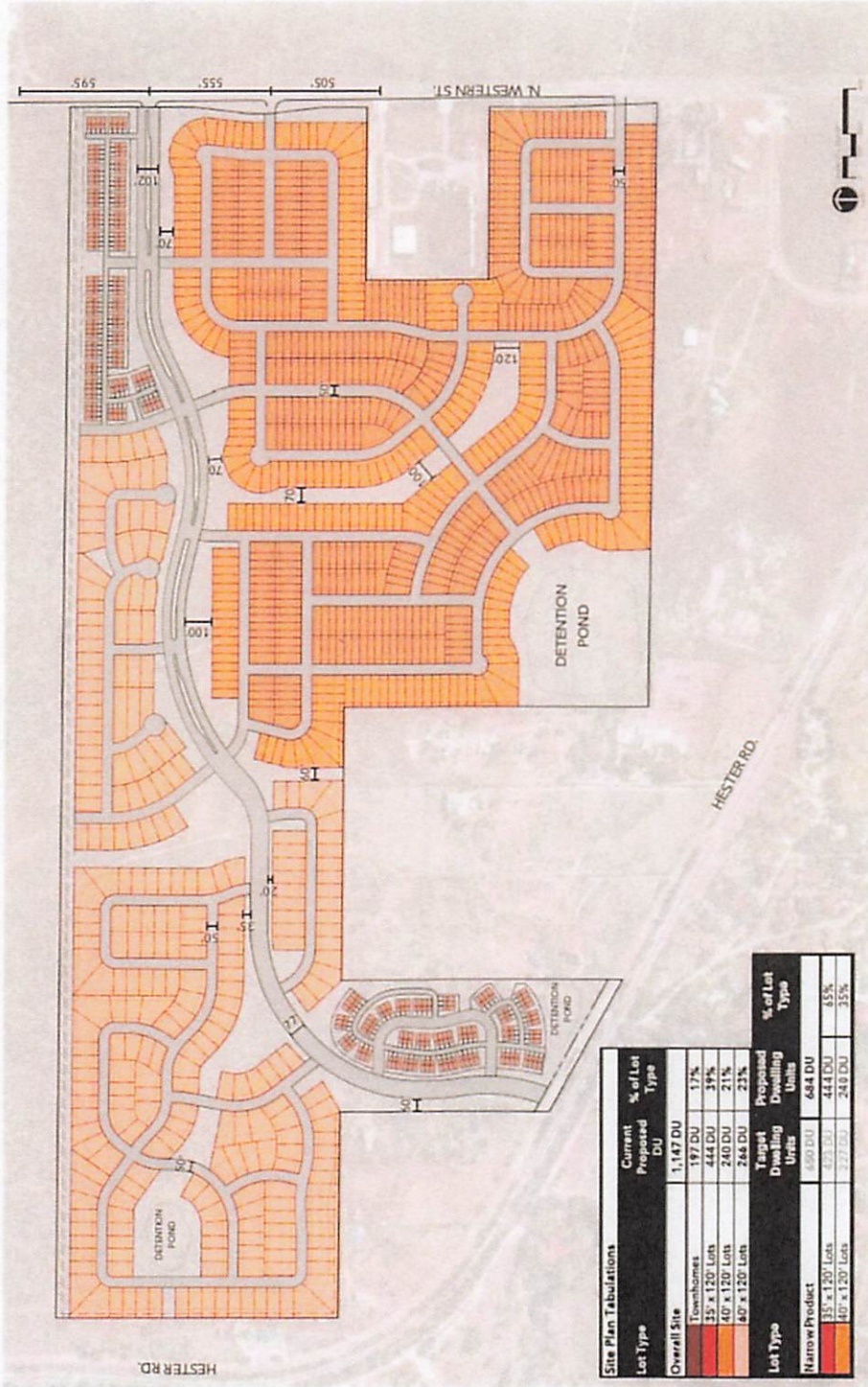
THENCE N. 90° 00' 00" W. a distance of 11.27 feet to a corner of this tract.

THENCE N. 00° 00' 00" W. a distance of 102.00 feet to the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 737.58 feet to the place of BEGINNING and containing 17.28 acres (752,792 square feet) of land.

EXHIBIT "C"

Rock Ridge Master Plan



Site Plan Tabulations		Current Proposed DU	% of Lot Type
Overall Site		1,147 DU	
Townhomes		197 DU	17%
35' x 120' Lots		444 DU	39%
40' x 120' Lots		240 DU	21%
40' x 120' Lots		266 DU	23%
Lot Type		Target Density Units	% of Lot Type
Narrow Product		600 DU	684 DU
35' x 120' Lots		423 DU	444 DU
40' x 120' Lots		277 DU	240 DU
			35%

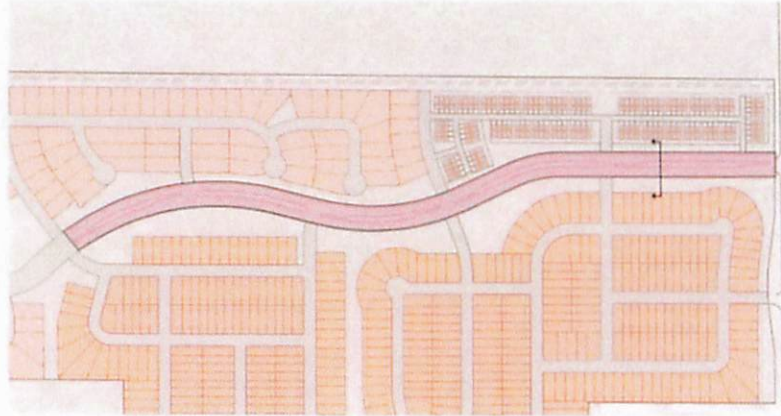
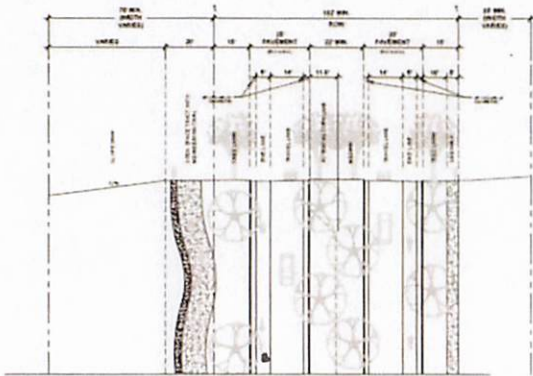
Site Plan
June 25, 2025



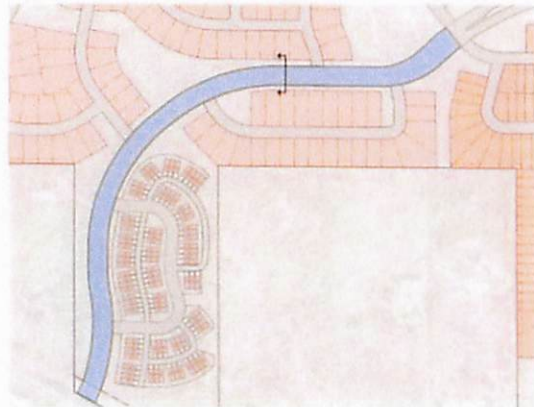
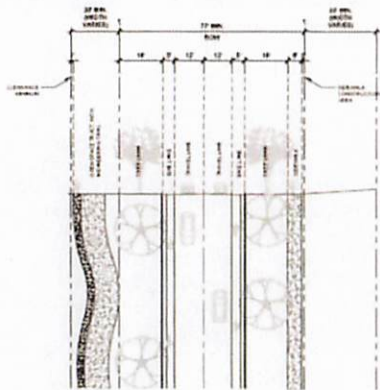
Rock Ridge, Amarillo, TX
Llano Real Estate



102' PARKWAY R.O.W



77' PARKWAY R.O.W



ROCK RIDGE PID SERVICE PLAN
Proposed Revenue Expense Worksheet

		Proposed														
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
REVENUE	EST HOUSES CLOSED	-	-	87	167	152	139	179	148	132	124	124	124	124	0	0
EST. COMPLETED HOME VALUE		-	-	15,225,000	44,450,000	71,050,000	64,375,000	121,650,000	173,200,000	199,500,000	224,400,000	-	-	-	-	-
Average Completed Home Value/acre Est @ \$175,000 2027-2031		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Average Completed Home Value/acre Est @ \$300,000 2032 ON		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.2200%		\$0.00	\$0.00	\$0.00	\$13,495.00	\$87,790.00	\$156,310.00	\$209,525.00	\$176,438.00	\$181,040.00	\$439,120.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00
Total		\$0.00	\$0.00	\$0.00	\$13,495.00	\$87,790.00	\$156,310.00	\$209,525.00	\$176,438.00	\$181,040.00	\$439,120.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00
EXPENSE																
OFFSITE IMPROVEMENTS		\$1,013,074.00	\$1,013,074.00													
COMMON AREA PER PHASE	CA-SF 2,522,124.00 57.6 \$149,350.00 \$8,457,865.00 \$3.75		\$ 480,647.00	\$ 1,475,050.50	\$ 1,350,804.50	\$ 591,525.00	\$ 1,612,364.50	\$ 2,151,319.50	\$ 540,018.50	\$ 1,281,564.50						
SIGNAGE & FITTING		\$400,000.00		\$400,000.00												
SOFT COSTS																
- LEGAL		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
- DESIGN & ENGINEERING		\$ 41,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
ADMINISTRATION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction of Entry (estimates (2))		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$1,013,074.00	\$935,647.00	\$1,502,550.50	\$1,378,404.50	\$669,026.00	\$1,639,764.50	\$2,178,519.50	\$668,185.50	\$1,663,064.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CASH FLOW PER YEAR		-\$1,013,074.00	-\$935,647.00	-\$1,502,550.50	-\$1,344,909.50	-\$511,236.00	-\$1,483,454.50	-\$1,968,994.50	-\$691,747.50	-\$1,282,024.50	\$439,120.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00	\$492,080.00
CUMULATIVE CASH		-\$1,013,074.00	-\$1,948,721.00	-\$3,451,271.50	-\$4,796,181.00	-\$5,307,417.00	-\$6,790,871.50	-\$8,759,866.00	-\$9,361,624.50	-\$10,633,649.00	-\$10,194,529.00	-\$9,699,449.00	-\$9,198,369.00	-\$8,698,289.00	-\$8,197,209.00	-\$7,696,129.00

EXHIBIT "F"

Potential Services

1. Turf maintenance, which includes mowing, edging, trimming, and application of herbicides as required.
2. Horticultural maintenance.
3. Irrigation maintenance and management of seasonal watering schedules.
4. Seasonal planting in applicable areas.
5. Tree care, which includes tree fertilization, pruning, and insect disease control.
6. Water and electricity.
7. Ground lighting maintenance.
8. Supplementary security service.
9. Other services incidental to the maintenance of landscaping.
10. Special fencing, maintenance, and repair in and along entry ways, parks, and open spaces.
11. Maintenance of the Capital Improvements.

EXHIBIT "G"

Information Regarding Owners and Property

1. Owners' Addresses:

**North Western Development Company, LLC
7639 Hillside Suite 300
Amarillo Texas 79119**

**RRDC Amarillo, LP
7639 Hillside Suite 300
Amarillo Texas 79119**

2. Description of Real Property

- a. The property owned by North Western Development Company, LLC is described in EXHIBIT "A".
- b. The property owned by RRDC Amarillo, LP is described in EXHIBIT "B".

3. Tax Account Numbers

- a. The tax account number for the property owned by North Western Development Company, LLC is 199888.
- b. The tax account number for the property owned by RRCD Amarillo, LP is 318129.

4. Taxable Appraised Value

- a. The current taxable appraised value of the property owned by North Western Development Company, LLC and RRDC Amarillo, LP is \$717,510.00. Said property values are still combined by the Potter Randall Appraisal District and a copy of such Property Summery Report is attached hereto as Exhibit "G-1".

GENERAL INFO

ACCOUNT

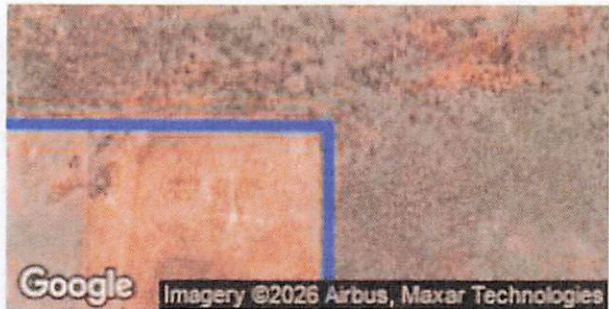
Property ID: 199888
 Geographic ID: R-370-0120-2010.0
 Type: R
 Zoning:
 Agent:
 Legal Description: SECT 12 B S & F BLK 0009, IRRG TR
 BEG NW COR OF SECT, 221.8900
 ACRES
 Property Use: 3000

OWNER

Name: NORTH WESTERN DEVELOPMENT
 COMPANY LLC
 Secondary Name:
 Mailing Address: 7639 Hillside Rd Ste 300 Amarillo TX
 79119-8386
 Owner ID: 447579
 % Ownership: 100.000000
 Exemptions:

LOCATION

Address:
 Market Area:
 Market Area CD: 50010.00
 Map ID: K09



PROTEST

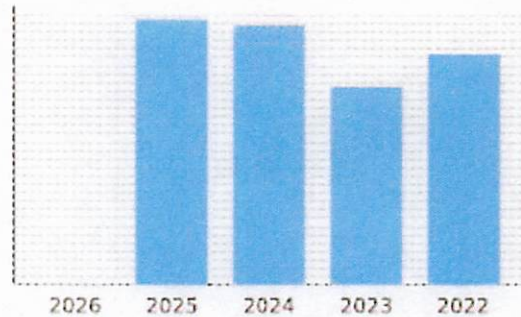
Protest Status:
 Informal Date:
 Formal Date:

VALUES

CURRENT VALUES

Land Homesite: N/A
 Land Non-Homesite: N/A
 Special Use Land Market: N/A
 Total Land: N/A
 Improvement Homesite: N/A
 Improvement Non-Homesite: N/A
 Total Improvement: N/A
 Market: N/A
 Special Use Exclusion (-): N/A
 Appraised: N/A
 Value Limitation Adjustment (-): N/A
 Net Appraised: N/A

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	\$717,510	\$68,511	\$707,521	\$78,500	\$0	\$78,500
2024	\$717,510	\$68,108	\$708,523	\$77,095	\$8,487	\$68,608
2023	\$717,510	\$49,684	\$708,762	\$58,432	\$0	\$58,432
2022	\$19,250	\$48,936	\$0	\$68,186	\$0	\$68,186

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
P	POTTER COUNTY	N/A	N/A	N/A
J	PANHANDLE GROUNDWATER	N/A	N/A	N/A
BP	AMARILLO ISD POTTER COUNTY	N/A	N/A	N/A
CP	AMARILLO JC POTTER COUNTY	N/A	N/A	N/A
FP	CITY OF AMARILLO POTTER COUNTY	N/A	N/A	N/A

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
3050	Rural Acre G	176.0200	7,667,431	\$0.07	N/A	N/A
3050	Rural Acre G	45.8700	1,998,097	\$0.07	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
10/10/22	WD	WARRANTY DEED	WYATT DOUGLAS B MD	NORTH WESTERN DEVELOPMENT				2022OPR001 4086
10/2/95	WD	WARRANTY DEED	CRAIG J PAUL FOUNDATION	WYATT DOUGLAS B MD	2531	0	177	0

EXHIBIT "H"

Rock Ridge Master Declaration

ROCK RIDGE MASTER DECLARATION

(Dated _____, 2026)

This Master Declaration for the Rock Ridge Subdivision is made by RRDC Amarillo, LP, a Texas limited partnership (“Declarant”).

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 ROCK RIDGE SUBDIVISION IS AUTOMATICALLY A MEMBER OF THE ROCK RIDGE MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF ROCK RIDGE MASTER ASSOCIATION, INC. AS A MEMBER OF THE ROCK RIDGE MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSESSMENTS LEVIED BY THE ROCK RIDGE MASTER ASSOCIATION, INC. AS SET FORTH IN ARTICLE 3 HEREIN.

D. **IMPORTANT NOTICE:** IN ADDITION, ALL PROPERTY WITHIN THE ROCK RIDGE SUBDIVISION IS LOCATED IN A PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION NO. _____. THE PUBLIC IMPROVEMENT DISTRICT IS SEPARATE AND APART FROM THE ROCK RIDGE 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 ROCK RIDGE 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 POTTER 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 ROCK RIDGE MASTER DECLARATION, THE BYLAWS OF ROCK RIDGE 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. North Western Development Company, LLC, a Texas limited liability company ("**NWDC**") is the owner of all of the Property, with the exception of a portion of the Property that NWDC has conveyed to Declarant. Collectively, NWDC, and Declarant all of the Property.

I. Declarant intends, but is not obligated, to plat the portion of the Property presently owned by Declarant as Rock Ridge Unit No. 1, an addition to the City of Amarillo, out of Section 12, Block 9, B.S.&F. Survey, Potter County, Texas.

J. NWDC 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.

K. 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 Rock Ridge 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 Rock Ridge 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 RRDC Amarillo, LP, a Texas limited partnership, 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 Potter 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 North Western Development Company, 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 “Rock Ridge Master Declaration” and any amendments or modifications thereto filed in the Official Public Records of Potter 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 Rock Ridge Public Improvement District authorized by the City in Resolution No. _____ adopted by the City Council on _____, 2026.

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 in the Official Public Records of Potter 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 NWDC 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 \$75.00 and the Association's fee for preparing the Resale Certificate is \$.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. _____ 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 its duties pursuant to City of Amarillo Resolution No. _____ 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. _____ 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 Potter 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 Potter 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 Potter 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 Underwood Law Firm, PC, Attn: Todd W. Boykin, 500 S. Taylor, Suite 1200, 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 Potter 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 Potter 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 Potter 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 Potter 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 Potter 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 Potter 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 Potter 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 Potter 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 Potter 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 7639 Hillside, Suite 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 Potter 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 Rock Ridge 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 Rock Ridge 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 _____ day of _____, 2026.

**RRDC Amarillo, LP,
a Texas limited partnership**

**By: Rock Ridge Amarillo Dev Co, LLC,
General Partner**

By: _____
_____(Printed Name)
Its: _____(Title)

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by _____ of **Rock Ridge Amarillo Dev Co, LLC, General Partner for RRDC Amarillo, LP, a Texas limited partnership**, on behalf of said limited partnership.

Notary Public

Exhibit "A"

