

When Recorded, Return To:

Robson Ranch Denton Homeowners Association
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attn: Jack Sarsam

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROBSON RANCH DENTON RESORT COMMUNITY**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Robson Ranch Denton Resort Community is executed by Robson Ranch Denton Homeowners Association, a Texas nonprofit corporation (the "Association"), and Robson Denton Development, LP, an Arizona limited partnership ("Declarant").

Recitals

The Declaration of Covenants, Conditions and Restrictions of Robson Ranch Denton Resort Community, dated November 7, 2000 (as thereafter amended or supplemented, the "Declaration"), was recorded in the Official Public Records of Real Property of Denton County, Texas, on November 8, 2000, as Document No. 2000-R0108396. All capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Declaration.

Amendments

NOW, THEREFORE, in accordance with Section 13.2 of the Declaration, the Declaration is hereby amended as follows:

1. The following is added to the Declaration as Section 7.14 of the Declaration:

7.14 Community Improvement Fee.

(a) Establishment. In addition to the Annual Assessments and the Special Assessments provided for above, and except as otherwise provided below, upon the

conveyance or transfer of title to any Lot, the new Owner (i.e. the transferee) shall pay a fee (the “Community Improvement Fee”) to the Association in the amount set forth below. The Community Improvement Fee shall be due and payable by, and shall be the personal obligation of, the transferee as the new Owner and shall be secured by the Assessment Lien on the Lot. Except as otherwise provided below, a Community Improvement Fee shall be nonrefundable and shall be due and payable upon each transfer of title to the Lot. The Community Improvement Fee shall be deposited in the Association’s reserve fund and/or capital improvement fund, if any, and shall be used by the Association only for those purposes designated in the Association’s policies as adopted and amended by the Board from time to time for each of such funds, respectively. The portion of each Community Improvement Fee to be deposited in one or both funds for the calendar year shall be determined by the Board prior to the commencement of the calendar year. Notwithstanding the foregoing, for the first five (5) years after the date this Amendment is recorded in Denton County, all Community Improvement Fees collected by the Association shall be deposited into the Association’s reserve fund. This Section 7.14 shall be effective upon the date that is sixty (60) days following the date this Amendment is recorded in the Official Public Records of the Denton County Recorder.

(b) Amount. Upon the effective date of this Section, the Community Improvement Fee shall be an amount equal to the Annual Assessment in effect at the time of the conveyance of the Lot at issue. For each calendar year thereafter, the Board, in its sole discretion, may change the Community Improvement Fee to an amount that is equal to or less than the then applicable Annual Assessment, but under no circumstances may the Board increase the Community Improvement Fee to an amount higher than the Annual Assessment that is then in effect without the affirmative vote of a majority of the votes cast by Members in person, by proxy or by absentee ballot at an election held for such purpose, with or without a meeting, after proper notice to the Members.

(c) Exempt Transfers. No Community Improvement Fee shall be due with respect to any of the following (“Exempt Transfers”): (i) the transfer or conveyance of a Lot by gift, devise or intestate succession; (ii) the transfer or conveyance of a Lot by an Owner to the Owner’s spouse, siblings, parents or issue or to a trust for the sole benefit of such Owner or such Owner’s spouse, siblings, parents or issue; (iii) any other transfer or conveyance for nominal or de minimis consideration; or (iv) the purchase of a Lot by the former Owner of another Lot within one (1) year after the conveyance of such other Lot; provided, however, that in any case under this subsection (c), if the Board determines, in its reasonable discretion, that a material purpose of the transfer, conveyance or transaction structure was to avoid payment of the Community Improvement Fee, then upon written notice from the Association to the transferee, a Community Improvement Fee shall be due and payable with respect to such transfer or conveyance. In the event of any question or dispute regarding whether or not a particular transfer constitutes an Exempt Transfer pursuant to this subsection, the Board’s determination shall be final and binding.

(d) Refunds. If (i) the Owner of a Lot purchases another Lot, and (ii) pays the Community Improvement Fee in connection with the purchase of such other Lot, and (iii) that Owner sells either one of such Lots within one (1) year of the closing of the purchase, and (iv) a Community Improvement Fee is paid by the transferee in connection with such sale, then the Community Improvement Fee paid by the Owner referred to in clause (i) above shall be returned to that Owner without interest within thirty (30) days after the Association receives written demand and proof of the recorded conveyance reasonably satisfactory to the Association. If that Owner fails to transfer one of the two Lots within that one-year period, the Association shall retain the Community Improvement Fee and the Owner shall be deemed to have waived all rights thereto.

(e) Excluded Transfers. Notwithstanding anything to the contrary contained in this Section 7.14, the Community Improvement Fee shall not apply to any of the following (“Excluded Transfers”):

- (i) any sale or transfer by Declarant (or its successor as Declarant), its affiliate or by a trustee under a trust for the benefit of Declarant of a Lot without a completed house;
- (ii) any sale of Exempt Property; or
- (iii) the first sale (i.e. closing) of any Lot after the Lot is improved with a house for the first time.

In the event of any question or dispute regarding whether or not a particular transfer constitutes an Excluded Transfer pursuant to this subsection, the Board’s determination shall be final and binding.

(f) Partial Waiver of Management Fee. By execution of this Amendment, Declarant agrees that the 4% management fee referred to in the Declaration will not apply to the Community Improvement Fees received by the Association.

2. By its execution below, the Association hereby certifies that this Amendment was approved by Owners of 50% or more of the Lots. Based on such certification, Declarant hereby approves this Amendment as well.

3. Except as modified or amended by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect. In the extent of any inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall govern and control. The captions in the sections and subsections of this Amendment are included for convenience only and will not have any affect on the meaning or interpretation of any portion of this Amendment.

IN WITNESS WHEREOF, Robson Ranch Denton Homeowners Association and Robson Denton Development, LP have executed this Amendment this ____ day of _____, 201____.

[signatures appear on the following pages]

[Signature page to Amendment to Declaration of Covenants, Conditions and Restrictions
Of
Robson Ranch Denton Resort Community]

ASSOCIATION:

ROBSON RANCH DENTON
HOMEOWNERS ASSOCIATION,
a Texas nonprofit corporation

ROBSON RANCH DENTON
HOMEOWNERS ASSOCIATION,
a Texas nonprofit corporation

By _____
_____, President

By _____
_____, Secretary

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned notary public,
this ____ day of _____, 201____, by _____, the
President of Robson Ranch Denton Homeowners Association, a Texas nonprofit corporation, on
behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned notary public,
this ____ day of _____, 201____, by _____, the
Secretary of Robson Ranch Denton Homeowners Association, a Texas nonprofit corporation, on
behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

[Signature page to Amendment to Declaration of Covenants, Conditions and Restrictions
Of
Robson Ranch Denton Resort Community]

DECLARANT:

ROBSON DENTON DEVELOPMENT, LP, an
Arizona limited partnership

By Denton Property Management Company, an
Arizona corporation doing business in Texas
as Robson Denton Management Company, its
sole General Partner

By _____

Its _____

STATE OF ARIZONA)

County of _____) ss.

The foregoing instrument was acknowledged before me, the undersigned notary public, this ____
day of _____, 201__, by _____, the
_____ of Denton Property Management Company, an Arizona corporation doing
business in Texas as Robson Denton Management Company, the sole General Partner of Robson Denton
Development, LP, an Arizona limited partnership, for the purposes therein contained on behalf of the
limited partnership.

Notary Public

My Commission Expires:
