

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE LA PALOMA DEVELOPMENT UNIT NOS. ONE
AND FOUR**

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LA PALOMA DEVELOPMENT UNIT NOS. ONE AND FOUR (the "**Amendment**") is made and entered into effective as of the 14th day of December, 2021, by the undersigned Secretary of the La Paloma Homeowner's Association, Inc. (the "**Association**").

RECITALS

A. La Paloma Development Unit No. 1 ("Unit 1") is a residential subdivision in the City of Amarillo, Texas out of Section 23 Block 9, B.S.&F. Survey, Potter County, Texas, according to the recorded plat thereof.

B. La Paloma Golf Club Planned Development Unit No. 4 ("Unit 4") is a residential subdivision in the City of Amarillo, Texas out of Sections 12 and 23, Block 9, B.S.&F. Survey, Potter County, Texas, according to the recorded plat thereof.

C. The property in Unit 1 is subject to that certain Declaration of Covenants, Conditions and Restrictions for La Paloma Golf Club Planned Development Unit No. 1 ("**Unit 1 Declarations**") dated March 17, 1999, recorded in Volume 2848, Page 633 of the Official Public Records of Potter County, Texas.

D. The property in Unit 4 is subject to that certain Declaration of Covenants, Conditions and Restrictions for La Paloma Golf Club Planned Development Unit No. 4 ("**Unit 4 Declarations**") dated December 7, 2000, recorded in Volume 3021, Page 803 of the Official Public Records of Potter County, Texas.

E. In accordance with Article VIII, Section 8.2 of the Unit 1 Declarations, the Unit 1 Declarations may be amended by the Secretary of the Association executing an instrument in writing reflecting that two-thirds of the total votes of the Association approved of such amendment.

F. In accordance with Article VIII, Section 8.2 of the Unit 4 Declarations, the Unit 4 Declarations may be amended by the Secretary of the Association executing an instrument in writing reflecting that two-thirds of the total votes of the Association approved of such amendment.

G. The undersigned Secretary certifies that not less than two-thirds of the votes of the Association desire to amend the Unit 1 Declarations and Unit 4 Declarations.

AMENDMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned members of the Association agree as follows:

1. The Unit 1 Declarations and the Unit 4 Declarations are hereby amended by adding the following provisions to Article II, Section 2.1:

Q. Short Term Rentals. An Owner may not enter into an agreement with any third-party to allow such third-party to reside at or occupy the Lot or any Improvement thereon, for a term shorter than 28 days. For any rental with a term longer than 28 days, the Owner shall enter into a written agreement with the third-party tenant, and shall furnish a copy of the written agreement to the Board prior to the commencement of the rental term. For clarity, this provision is meant to prohibit the listing of any Lot or Improvement on VRBO, Airbnb, or other similar home share or short-term rental platform.

R. Solar Energy Devices. Notwithstanding anything to the contrary contained in the Declarations, but subject to terms of this paragraph, Owners may install solar energy devices on the roof of an Improvement on a Lot. Prior to installing a solar energy device, an Owner shall obtain written approval by the Architectural Control Committee. As used herein, the term "solar energy device" has the meaning assigned to it under Section 171.107 of the Texas Tax Code and 202.010 of the Texas Property Code. Any solar energy device shall be installed by a contractor licensed to install solar equipment.

2. The Unit 1 Declarations and the Unit 4 Declarations are hereby amended by adding the following provisions to Article II, Section 2.2:

D. Continuing Landscaping. All Owners shall have a continuing obligation to maintain the lawn, trees, and other landscaping in a manner consistent with the Minimum Construction Standards. In the event an Owner fails to maintain the landscaping, the Architectural Control Committee shall issue a written warning of violation to the Owner, specifically stating the violations. If the Owner fails to remedy its violation within 15 days from the date of the notice, the Architectural Control Committee may, in its sole discretion, fine the Owner as permitted by this Declaration or hire a landscaping company to cure the Owner's violation. The Association shall have an implied license to enter onto the Lot and cure an Owner's violation of this section following the notice required herein.

3. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

5. This Amendment may be signed in counterparts and each counterpart will be considered an original, but all of which, when taken together, will constitute one instrument.

6. As modified by this Amendment, the terms and provisions of the Declaration will remain in full force and effect.

[Signature Page(s) to Follow]

Carlene Lennard, the Secretary of La Paloma Homeowner's Association, Inc. certifies that the foregoing Amendment has been approved by not less than 2/3 of the Members of the Association, whose signatures have been attached to this Amendment.

Carlene Lennard

By: Carlene Lennard, Secretary of La
Paloma Homeowner's Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF Potter §

This instrument was acknowledged before me on this 24th day of May 2022, by Carlene Lennard, Secretary of La Paloma Homeowner's Association, Inc. a Texas not-for-profit corporation, on behalf of said corporation.

Jensin Johnson
Notary Public, State of Texas



FILED and RECORDED

Instrument Number: 2022OPR0007401

Filing and Recording Date: 05/24/2022 04:46:08 PM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Potter County, Texas.



A handwritten signature in black ink, which appears to read "Julie Smith". The signature is written in a cursive, flowing style.

Julie Smith, County Clerk
Potter County, Texas

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