



SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TASCOCITA UNIT NO. 6

THIS AMENDMENT, made on the date hereinafter set forth by the Declarants defined below, but effective for all purposes as of March 8, 2024.

RECITALS:

WHEREAS, there was heretofore filed of record by Long Range, LLC, the Declarant, that certain Declaration of Covenants, Conditions, and Restrictions dated March 8, 2024, recorded at Document No. 20240002670 of the Official Public Records of Potter County, Texas;

WHEREAS, there was heretofore filed of record by the Declarant, that First Amendment to the Declaration, recorded at Document No. 20240003253 of the Official Public Records of Potter County, Texas, as corrected by that certain correction instrument recorded as Document No. 20240003448 of the Official Public Records of Potter County, Texas.

WHEREAS, there was heretofore filed of record by the Declarant, that Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated effective March 8, 2024, recorded at Document No. 20240005777 of the Official Public Records of Potter County, Texas, (the "**Declarations**").

WHEREAS, Section 8.10 of the Declaration provides that 51.0 percent of the owners of the Lots may amend said Declarations;

WHEREAS, Declarant owns more than 51.0 percent of the Lots and desires to amend the Declarations as provided herein;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated hereby reference.
2. **Definitions.** Terms not otherwise defined herein, or as otherwise amended by this Amendment, shall have the meaning set forth in the Declarations.
3. **Paragraph 2.8 Dogs and Cats.** Paragraph 2.8 is hereby deleted in its entirety and replaced by the following.

"2.8 Dogs and Cats. No pets may be kept that interfere with the quietude, health, or safety of the Property. No more than a total of three (3) dogs or cats will be permitted on a Lot, provided that no pit bulls or mastiffs or part pit bull or mastiff will be permitted on a Lot. Dogs must be restrained or confined in the Building Site or the Landscaped Area inside a fenced area or within the Residence unless accompanied by and under the control of a person. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris.

All pets must be properly tagged for identification and vaccinated against rabies. Owners of dogs must keep the dogs from barking so as not to disturb any other Owner.

4. **Paragraph 5.6 Shrubs.** Paragraph 5.6 is hereby deleted in its entirety and replaced by the following:

“5.6 **Shrubs.** The Owner of each Lot must plant (a) at least three (3) shrubs that are twelve (12) inches tall in front of the Residence, or (b) shrubs the number and size of which have been approved by the ACC.”

5. **Miscellaneous.**


- a. **Entire Agreement.** The Declarations, as amended by this Amendment, contains the entire agreement of the parties and supersedes all other agreements, oral or written, heretofore made with respect to the subject matter hereof and the transactions contemplated hereby.
- b. **Severability.** Any provisions hereof prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall be ineffective as to such jurisdiction, without affecting any other provision of this Amendment, or shall be deemed to be severed or modified to conform with such law, and the remaining provisions of this Amendment shall remain in force, provided that the purpose of this Amendment can be effected. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Amendment be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- c. **Counterparts.** This Amendment may be executed in counterparts. All counterparts together constitute one agreement binding on all the parties to this Amendment even if not all the parties to this Amendment have signed the original or the same counterparts. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, and that single counterpart constitutes the original counterpart instrument. All counterpart pages must be read as though one and have the same force and effect as if all of the parties had executed a single signature page.

[Signature pages follow]

EXECUTED on this 17 day of April, 2025.

DECLARANT:

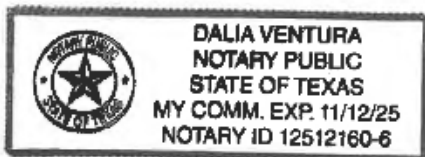
Long Range, LLC, a Texas limited liability company

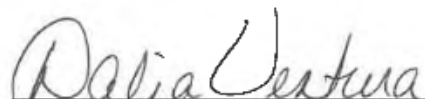

Craig Cooper, President

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on this 17 day of April, 2025, by Craig Cooper, President of Long Range, LLC, a Texas limited liability company, on behalf thereof.




Notary Public, State of Texas

Return to:

Tascocita HOA
1619 Styler St.
Amarillo, Tx 79102

FILED and RECORDED

Instrument Number: 2025OPR0004747

Filing and Recording Date: 04/25/2025 11:29:38 AM Pages: 4 Recording Fee: \$23.00

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 cursive script, reading "Julie Smith".

Julie Smith, County Clerk
Potter County, Texas

DO NOT DESTROY - This document is part of the Official Public Record.

gatchley

