

20
Amend
P 4.00

**AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LA PALOMA**

This Amendment of Covenants, Conditions and Restrictions of La Paloma ("**Amendment**") is approved by the requisite number of owners of realty tracts or lots (sometimes referred to as "**Realty Tracts**" or "**Lots**") in the Subdivision (defined below) and is based on the factual recitals and agreements set forth below. All capitalized terms shall have the meaning given to them in the Restrictions (defined below) unless another meaning is ascribed to them in this Amendment.

Recitals

1. La Paloma ("**Subdivision**") was established by the map or plat recorded under Film Code No. 491104 of the Map Records of Harris County, Texas ("**Plat**"). The Plat establishes a subdivision of residential lots out of the real property described as follows: La Paloma, being a subdivision of 82.218 acres of land out of the William Settle Survey A-705, Harris County, Texas. *ll*

2. The Subdivision is subject to deed restrictions established by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on February 6, 2003 under County Clerk's File No. W411835 of the Official Public Records of Real Property of Harris County, Texas ("**Restrictions**").

3. The Restrictions provide in Paragraph 39 that they may be amended during the first twenty (20) years (after they were recorded) by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the realty tract owners.

4. La Paloma Estates Homeowner's Association, doing business as La Paloma Homeowner's Association ("**Association**") is a Property Owners Association as that term is defined in Tex.Loc.Gov't Code Chapter 204.

5. The Board of Directors of the Association has approved this Amendment and recommended it for approval by the owners of the Lots ("**Owners**").

6. The Owners desire to amend the Restrictions to, among other things, change the provisions relating to assessments.

Amendments

The undersigned Owners execute this Amendment to amend the Restrictions as follows:

1. Paragraph 29 entitled "MAINTENANCE ASSESSMENTS" is re-titled "PURPOSE OF ASSESSMENTS" and the provisions thereof are replaced with the following provisions:

"29. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in

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good faith, the Board of Director's decision with respect to the use of assessments is final."

2. Paragraph 30 entitled "PURPOSE OF ASSESSMENTS" is re-titled "PERSONAL OBLIGATION" and the provisions thereof are replaced with the following provisions:

"30. PERSONAL OBLIGATION. An Owner is obligated to pay assessments levied by the Board of Directors against the Owner or his Realty Tract. An Owner makes payment to the Association at its principal office or at any other place the Board of Directors directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common area or by abandonment of his Realty Tract. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Realty Tract."

3. Paragraph 31 entitled "RATE OF ASSESSMENT" is re-titled "CONTROL FOR ASSESSMENT INCREASES" and the provisions thereof are replaced with the following provisions:

"31. CONTROL FOR ASSESSMENT INCREASES. This Paragraph of the Declaration may not be amended without the approval of Owners of at least two-thirds of the Realty Tracts. In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Association's budget:

"31.1 Veto Increased Dues. At least 30 days prior to the effective date of an increase in regular assessments, the Board of Directors will notify the Owner of each Realty Tract of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless Owners of at least a majority of the Realty Tracts disapprove the increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved.

"31.2 Veto Special Assessment. At least 30 days prior to the effective date of a special assessment, the Board of Directors will notify the Owner of each Realty Tract of the amount of, the budgetary basis for, and the effective date of the special assessment. The special assessment will automatically become effective unless Owners of at least a majority of the Realty Tracts disapprove the special assessment by petition or at a meeting of the Association."

4. Paragraph 32 entitled "DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS" is re-titled "TYPES OF ASSESSMENTS" and the provisions thereof are replaced with the following provisions:

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"32. TYPES OF ASSESSMENTS. There are 3 types of assessments: Regular, Special and Individual.

"32.1 Regular Assessments. Regular assessments are based on the annual budget. Each Realty Tract is liable for its equal share of the annual budget. If the Board of Directors does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, Owners will continue to pay the regular assessments as last determined. If during the course of a year the Board of Directors determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board of Directors may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the common area.
- b. Utilities billed to the Association.
- c. Services billed to the Association and serving all Realty Tracts.
- d. Taxes on property owned by the Association and the Association's income taxes.
- e. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- g. Premiums and deductibles on insurance policies and bonds deemed by the Board of Directors to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officers liability insurance.
- h. Contributions to the reserve funds.
- i. Any other expense which the Association is required by law or the "Documents" (which means this Declaration, the Articles of Incorporation of the Association and/or the Bylaws of the Association) to pay, or which in the opinion of the Board of Directors is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

REF 067-67-2520

"32.2 Special Assessments. In addition to regular assessments, the Board of Directors may levy one or more special assessments against all Realty Tracts for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the Owners.

"32.3 Individual Assessments. In addition to regular and special assessments, the Board of Directors may levy an individual assessment against a Realty Tract and its Owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bring an Owner or his Realty Tract into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the Realty Tracts, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Realty Tract basis; and "pass through" expenses for services to Realty Tracts provided through the Association and which are equitably paid by each Realty Tract according to benefit received."

5. Paragraph 33 entitled "MAXIMUM ANNUAL ASSESSMENT" is re-titled "BASIS & RATE OF ASSESSMENTS" and the provisions thereof are replaced with the following provisions:

"33. BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Realty Tract is uniform for all Realty Tracts, regardless of a Realty Tract's location or the value and size of the Realty Tract or dwelling."

6. Paragraph 34 entitled "SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS" is re-titled "ANNUAL BUDGET" and the provisions thereof are replaced with the following provisions:

"34. ANNUAL BUDGET. The Board of Directors will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board of Directors will make the budget or its summary available to the Owner of each Realty Tract, although failure to receive a budge or summary does not affect an Owner's liability for assessments. The Board of Directors will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge."

7. Paragraph 35 entitled "WATER AND SEWER SERVICE" remains the same.

8. Paragraph 36 entitled "EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION" is re-titled "DUE DATE" and the provisions thereof are replaced with the following provisions:

MP 067-67-2521

"36. DUE DATE. Regular assessments are due on the first day of the period for which levied. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date."

9. Paragraph 37 entitled "SUBORDINATION OF LIEN" is re-titled "RESERVE FUNDS" and the provisions thereof are replaced with the following provisions:

"37. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association may budget for reserves and may fund reserves out of regular assessments.

"37.1 Operations Reserves. The Association may maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

"37.2 Replacement & Repair Reserves. The Association may maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common area.

10. Paragraph 38 entitled "SEVERABILITY" is re-numbered to be Paragraph 44 and otherwise remains the same.
11. Paragraph 39 entitled "AMENDMENT TO DEED RESTRICTIONS" is re-numbered to be Paragraph 45 and otherwise remains the same.
12. Paragraph 40 entitled "BOOKS AND RECORDS" is re-numbered to be Paragraph 46 and otherwise remains the same.
13. Paragraph 41 entitled "ANNEXATION" is re-numbered to be Paragraph 47 and otherwise remains the same.
14. The following provisions are added as new Paragraph 38 entitled "ASSOCIATION'S RIGHT TO BORROW MONEY":

"38. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Realty Tracts and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder."

15. The following provisions are added as new Paragraph 39 entitled "ASSESSMENT LIEN":

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"39. ASSESSMENT LIEN. Each Owner, by accepting an interest in or title to a Realty Tract, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the Realty Tract and is secured by a continuing lien on the Realty Tract. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his Realty Tract.

"39.1 Superiority of Assessment Lien. The assessment lien is superior to all other liens and encumbrances on a Realty Tract, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (3) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due.

"39.2 Effect of Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Realty Tract for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale is liable for assessments coming due from and after the date of the sale.

"39.3 Perfection of Lien. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option may cause a notice of the lien to be recorded in the county's real property records. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing Owner.

"39.4 Power of Sale. By accepting an interest in or title to a Realty Tract, each Owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The Board of Directors may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Directors meeting.

"39.5 Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Realty Tract at foreclosure sale and to acquire, hold, lease, mortgage, and convey same."

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16. The following provisions are added as new Paragraph 40 entitled "LIMITATIONS OF INTEREST":

"40. LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the Owner if those assessments are paid in full."

17. The following provisions are added as new Paragraph 41 entitled "COLLECTING DELINQUENT ASSESSMENTS":

"41. COLLECTING DELINQUENT ASSESSMENTS. Owners who honor their obligations to the Association should not be burdened by Owners who default. The Association, acting through its Board of Directors, is responsible for taking action to collect delinquent assessments. Neither the Board of Directors nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

"41.1 Delinquency. An assessment is delinquent if the Association does not receive payment in full by the assessment's due date.

"41.2 Notice to Mortgagee. The Association may notify and communicate with the holder of any lien against a Realty Tract regarding the Owner's default in payment of assessments.

"41.3 Interest. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the Board of Directors from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the Board of Directors fails to establish a rate, the rate is 10 percent per annum.

"41.4 Late Fees. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the Board of Directors from time to time.

"41.5 Costs of Collection. The Owner of a Realty Tract against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and processing fees charged by the manager.

RP 067-67-2524

"41.6 Suspension of Use and Vote. If an Owner's account has been delinquent for at least 30 days, the Association may suspend the right of Owners and residents to use common areas and common services during the period of delinquency. The Association may also suspend the right to vote appurtenant to the Realty Tract. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay assessments.

"41.7 Money Judgment. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of assessments, without foreclosing or waiving the Association's lien for assessments.

"41.8 Foreclosure of Assessment Lien. As provided by this Declaration, the Association may foreclose its lien against the Realty Tract by judicial or nonjudicial means.

"41.9 Application of Payments. The Board of Directors may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: individual assessments, special assessments, and (lastly) regular assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Board of Directors's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Realty Tract's account."

18. The following provisions are added as new Paragraph 42 entitled "ENFORCING THE DOCUMENTS":

"42. ENFORCING THE DOCUMENTS. The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

"42.1 Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

"42.2 Fine. The Association may levy reasonable charges, as an individual assessment, against an Owner and his Realty Tract if the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

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"42.3 Suspension. The Association may suspend the right of Owners and residents to use common areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

"42.4 Self-Help. The Association has the right to enter any part of the Property, including Realty Tracts, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board of Directors is not trespassing and is not liable for damages related to the abatement. The Board of Directors may levy its costs of abatement against the Realty Tract and Owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the Board of Directors, the Board of Directors will give the violating Owner 15 days' notice of its intent to exercise self-help.

"42.5 Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

"42.6 No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce that provision or any other part of the Documents at any future time.

"42.7 No Liability. No officer, director, or member of the Association is liable to any Owner for enforcing or the failure to enforce any of the Documents at any time.

"42.8 Recovery of Costs. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees."

19. The following provisions are added as new Paragraph 43 entitled "NOTICE AND HEARING":

"43. NOTICE AND HEARING. Before levying a fine for violation of the Documents (other than nonpayment of assessments), or before levying an individual assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard before the Board of Directors. The Association may also give a copy of the notice to the resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another person or written communication. The Board of Directors may adopt additional procedures and requirements for notices and hearing."

20. The undersigned ratify the Restrictions as being valid and enforceable against them, the Lots and the Subdivision.
21. Each Owner signing this Amendment represents that he (i) is the record owner of fee simple title to the Lot shown by his signature, (ii) is executing this Amendment for the purpose of amending the Restrictions, and (iii) authorizing the recordation of this Amendment by the acknowledged signature of any officer of the Association.
22. This Amendment may be executed in multiple originals and each signatory authorizes the Association to create a master original for recordation by detaching signature pages and attaching them to a master original.
23. This Amendment is valid when it is executed by the Owners of at least sixty-six and two-thirds percent (66-2/3%) of the Lots in the Subdivision and recorded in the Official Public Records of Real Property of Harris County, Texas.

[Signature Pages Follow]

REP 067-67-2527

SIGNATURE PAGES FOR AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LA PALOMA

The undersigned certify we own record title as Owners of the Realty tracts or Lots in Block One (1) of La Paloma described below. We have received, read and understood the Amendment of Deed Restrictions for La Paloma and execute this document to evidence our approval of the Amendment. This signature page is to be attached to a master copy of the Amendment for recording purposes.

OWNER(S):

Lot(s) 1 and 2

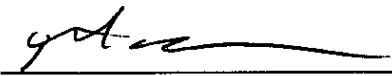
HELLGATE HOLDING CO.

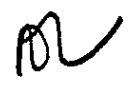
By: _____

Name: _____


Title: _____

Lot(s) 3



Rick J. Abney, Jr. 

Lot(s) 4

Kenneth A. Kainer 

Carol L. Kainer

Lot(s) 5

John E. Barrow 

Lot(s) 6 & 7

Osvaldo Martinez

Lizett Osvaldo

REP 067-67-2529

SIGNATURE PAGES FOR AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LA PALOMA

The undersigned certify we own record title as Owners of the Realty tracts or Lots in Block One (1) of La Paloma described below. We have received, read and understood the Amendment of Deed Restrictions for La Paloma and execute this document to evidence our approval of the Amendment. This signature page is to be attached to a master copy of the Amendment for recording purposes.

OWNER(S):

Lot(s) 1 and 2

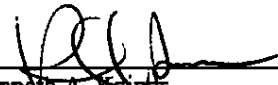
HELLGATE HOLDING CO.

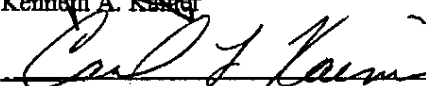
By: _____
Name: _____
Title: _____

Lot(s) 3

Rick J. Abney, Jr.

Lot(s) 4



Kenneth A. Kainer


Carol L. Kainer

102
102

Lot(s) 5

John E. Barrow ✓

Lot(s) 6 & 7

Osvaldo Martinez

Lizett Osvaldo

REP 067-67-2539

SIGNATURE PAGES FOR AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LA PALOMA

The undersigned certify we own record title as Owners of the Realty tracts or Lots in Block One (1) of La Paloma described below. We have received, read and understood the Amendment of Deed Restrictions for La Paloma and execute this document to evidence our approval of the Amendment. This signature page is to be attached to a master copy of the Amendment for recording purposes.

OWNER(S):

Lot(s) 1 and 2

HELLGATE HOLDING CO.

By: _____
Name: _____
Title: _____

Lot(s) 3

Rick J. Abney, Jr.

Lot(s) 4

Kenneth A. Kainer

Carol L. Kainer

Lot(s) 5



John E. Barrow

Lot(s) 6 & 7

Osvaldo Martinez

Lizett Osvaldo

HP 067-67-2591

Lot(s) 8

Donald G. Felts 102
Donald G. Felts

Mary T. Felts 102
Mary T. Felts

Lot(s) 9

Stephen Adkisson 102
Stephen Adkisson

Michelle Adkisson 102
Michelle Adkisson

Lot(s) 10

Deborah Brown
Deborah Brown

Lot(s) 11

Casey P. Keeton ✓
Casey P. Keeton

Haley R. Keeton 102
Haley R. Keeton

Lot(s) 12

Juan Jaimes
Juan Jaimes

Lot(s) 13

Todd Gaudin ✓ 102
Todd Gaudin

Debra Gaudin
Debra Gaudin

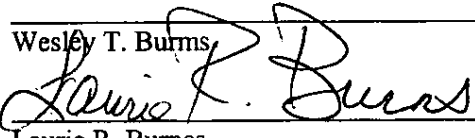
Lot(s) 14

Thomas A. Pollard
Thomas A. Pollard

PP 067-67-2532

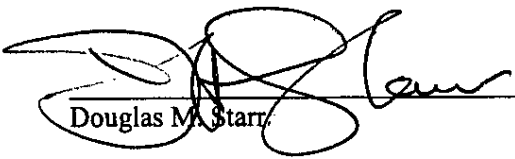
HP 067-67-2533

Lot(s) 15

Wesley T. Burns

Laurie R. Burns

102

Lot(s) 16


Douglas M. Starr

✓ 102

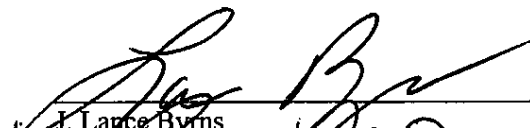
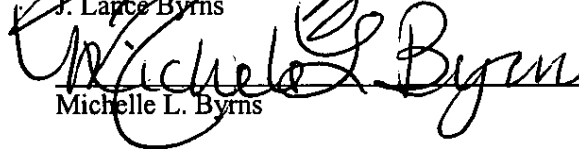
Joanne K. Starr

Lot(s) 17

Danny Rodger Carraway

Charlotte D. Carraway

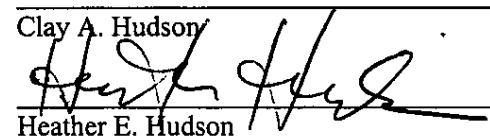
Lot(s) 18 & 19


J. Lance Byrns

Michelle L. Byrns

102

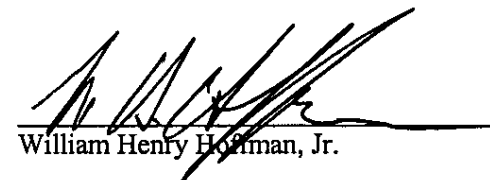
102

Lot(s) 20

Clay A. Hudson

Heather E. Hudson

102

Lot(s) 21 & 22


William Henry Hoffman, Jr.

102

Lilia H. Hoffman

Lot(s) 15

Wesley T. Burnes

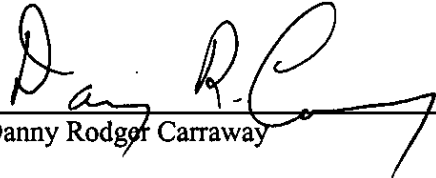
Laurie R. Burnes

Lot(s) 16

Douglas M. Starr

Joanne K. Starr

Lot(s) 17



Danny Rodger Carraway

102

Charlotte D. Carraway

Lot(s) 18 & 19

J. Lance Byrns

Michelle L. Byrns

Lot(s) 20

Clay A. Hudson

Heather E. Hudson

Lot(s) 21 & 22

William Henry Hoffman, Jr.

Lilia H. Hoffman

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Lot(s) 23

Stan Harris

Teresa Harris

Lot(s) 24

Nigel Ishmael ✓

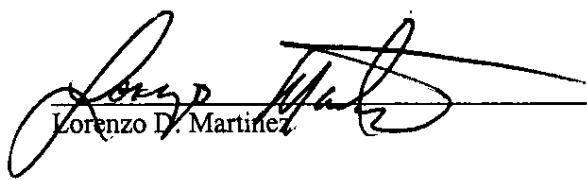
Rona Ishmael

Lot(s) 25

Ryan Brawley

Shelly Brawley

Lot(s) 26, 27 and 28


Lorenzo D. Martinez

Florescia F. Martinez

PP 067-67-2535

Lot(s) 23

Stan Harris

Teresa Harris

Lot(s) 24

Nigel Ishmael

Rona Ishmael

Lot(s) 25

Ryan Brawley

Shelly Brawley

Lot(s) 26, 27 and 28

Lorenzo D. Martinez

Florencia F. Martinez

102

RP 067-67-2536

Beverly B. Keighton
COUNTY CLERK
HARRIS COUNTY, TEXAS

2009 SEP 18 PM 3:55

FILED

RECORDING ACKNOWLEDGMENT

This Recording Acknowledgment is attached to the First Amendment of Covenants, Conditions and Restrictions for La Paloma ("Amendment") for La Paloma ("Subdivision") and is signed by J. Lance Byrns, the President of La Paloma Estates Homeowners' Association, doing business as La Paloma Homeowner's Association, a Texas non-profit corporation, which is a property owners association with the powers established under Texas Property Code Chapter 204. This acknowledgment is attached to a master original of the Amendment for the purpose of representing that (i) the Amendment has been executed in accordance with the requirements for amendment of the Restrictions (specifically Paragraph 39), (ii) the signatures to the Amendment constitute the Owners of at least sixty-six and two-thirds percent (66-2/3%) of Lots subject to the Restrictions (each Lot having one vote), and (iii) upon recording of the Amendment, the Restrictions are duly amended and validly existing and enforceable against the Owners in the Subdivision.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in the number Sequence on the date and at the stamped hours by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

LA PALOMA ESTATES HOMEOWNERS' ASSOCIATION, DOING BUSINESS AS LA PALOMA HOMEOWNER'S ASSOCIATION

2009

SEP 18 2009

By: *J. Lance Byrns*
Name: J. Lance Byrns
Title: President



Beverly L. Hayden
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

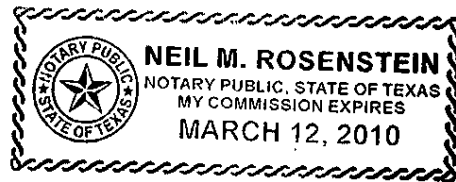
This instrument was acknowledged before me on this 15th day of September, 2009, by J. LANCE BYRNS, President of La Paloma Estates Homeowners' Association, doing business as La Paloma Homeowner's Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

[Signature]

Notary Public

AFTER RECORDING RETURN TO:
ZIMMERMAN, AXELRAD,
MEYER, STERN & WISE, P.C.
Attention: Neil M. Rosenstein
3040 Post Oak Blvd., Ste. 1300
Houston, Texas 77056-6560

✓



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

1552-69-2537