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Susan B. Allen

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Susan B. Allen, County Clerk

Randall County, Texas

REST

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PALO DURO CANYON
ESTATES UNIT NO. 1, UNIT NO 2, AND UNIT NO. 3, SUBURBAN
SUBDIVISIONS IN SECTION 123, BLOCK 6, I&GN RAILROAD
SURVEY, RANDALL COUNTY, TEXAS**

This amendment to the Declaration of Covenants for Palo Duro Canyon Estates Units 1, 2, and 3 is made this 18th day of August 2020, by Palo Duro Canyon Estates Homeowner's Association, for the express purpose of amending the covenants, conditions and restrictions more particularly described below.

WHEREAS, by a document filed as document number 2006007588, a document filed as document number 2006012873, and a document filed as document number 2007018182, together with plats filed as documents numbered 2006005028 (Plat Cab. 2, Sheet 798-B), 2007000829 (Plat Cab. 3, Sheet 37-B), and 2010008297 (Plat Cab. 3, Sheet 80-C), respectively, certain developmental restrictions have been previously filed of record in the office of the County Clerk of Randall County, Texas, creating the subdivisions referenced above and providing for an orderly and appropriate framework for development and ownership of the property described therein,

AND WHEREAS Palo Duro Canyon Estates Homeowner's Association is a legal and existing corporation under the laws and authority of the State of Texas, which was formed for the purposes set forth in the documents referenced above, including all rights and obligations under the terms of the covenants, conditions and restrictions described above,

AND WHEREAS Paragraph 8.2 of the documents filed as documents nos. 2006007588 and 2006012873 provide for the amendment of the Declarations by a two-thirds vote of the total votes in the Association, upon the filing of an instrument certified by the Secretary of the Association certifying the voting in favor of such amendments.

AND WHEREAS such a vote has occurred for the purpose of amending said restrictions, covenants, and conditions, said amendments being set forth below together with the certification of the secretary and the signatures of the members having not less than two-thirds of the total votes in the Association,

NOW, THEREFORE the documents aforementioned and described above are hereby amended in the following particulars:

1. Paragraph 2.0 of Article 2 is hereby amended to read as follows:

All lots are to be used for single-family residential purposes and usage only. No building may be erected, altered, placed or permitted to remain on any Lot other than one Residence per Lot with Accessory Buildings and other building approved by the Architectural Control Committee. The restrictions provided by this paragraph shall apply to both the types of structures permitted and the types of usage permitted upon a Lot.

“Single-family residential purposes” is defined as the occupancy of a residence by a single-family as defined below in paragraph 2.2, and shall be limited to: 1. The domicile of a single-family as a residence by the owner of the Lot and/or the owner’s family members; or 2. The domicile of a single-family as a residence under the terms of a long-term rental agreement with the Owner of a lot, said agreement not to be for a period of less than 90 days, not including the continuance of any tenancy under operation of law on a month-to-month basis.

“Single family residential purposes” shall not include the occupancy of a structure, or any part thereof, under any rental or usage agreement for a period of less than 90 days. Rental of any structure on any Lot for a period of less than 90 continuous and uninterrupted days is expressly prohibited by this paragraph. **It is the express and specific intent of this paragraph that short-term rental, tenancy or usage of any structure on a Lot is unequivocally prohibited in all respects whatsoever**, including rental or tenancy on a daily or weekly basis, or any other period of less than 90 continuous and uninterrupted days. Any breach by an Owner of the terms of this paragraph shall permit The Association or any member of The Association to file suit in either law or equity to obtain a

temporary and permanent injunction to enjoin the violation, and in any such action the prevailing party shall be entitled to court costs and reasonable attorneys fees in addition to all damages sustained as a result of the violation, and in addition to any relief allowed by a court of competent jurisdiction. Notwithstanding the foregoing language of this paragraph, the prohibition against short-term rental stated herein shall not apply to the following Lots:

- (1) In Unit 1 of Palo Duro Canyon Estates, Lot 8, the South part of Lot 10 which is currently occupied conjointly and in combination with Lot 11, Lot 11, Lot 12, and Lot 13.
- (2) In Unit 3 of Palo Duro Canyon Estates, Lots 1 and 6.
- (3) In Unit 3 of Palo Duro Canyon Estates, a future dwelling or cabin may be constructed upon a combination of Lots 4 and 5, and in such instance, shall be exempt from the short-term rental prohibition.
- (4) In Unit 1 of Palo Duro Canyon Estates, Lot 15.

No additional structures, cabins, homes, residences, outbuildings, or buildings of any kind shall be built upon the lots set forth in paragraphs 1, 2, 3, and 4 immediately above.

2. Paragraph 2.17 of Article 2 is hereby amended by adding the following additional language at the end of the currently existing language:

"Commercial" is defined for the purposes of this paragraph as including the prohibition of the rental of any structure, or any portion thereof, on any Lot for a period of less than 90 continuous and uninterrupted days, save and except the Lots described in paragraphs 2.0 (1), (2), (3), and (4). **It is the express and specific intent of this paragraph that "Commercial" shall be defined so as to prohibit short-term rental of any Lot or any portion thereof, excluding the Lots described in Paragraphs 2.0 (1), (2), (3), and (4).**

And in all other respects whatsoever, the covenants, conditions, and restrictions referenced herein remain in full force and effect and applicable to all of the land described therein.

DATED THIS 18th DAY OF AUGUST, 2020.

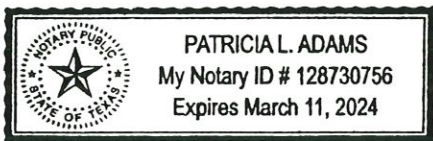
Palo Duro Canyon Estates Homeowner's Association,
a Texas Corporation

BY: Virginia Kay Cosper
Kay Cosper, President

STATE OF TEXAS
COUNTY OF RANDALL

This instrument was acknowledged before me on the 18TH day of August, by Kay Cosper, as President of Palo Duro Canyon Estates Homeowner's Association, on behalf of said corporation.

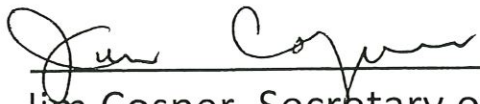

Notary Public, State of Texas



My commission expires: 3-11-2024

CERTIFICATION BY SECRETARY

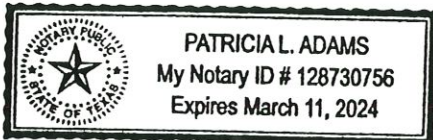
THE UNDERSIGNED, being the duly elected Secretary of Palo Duro Canyon Estates Homeowner's Association, does hereby certify that in accordance with the terms of paragraph 8.2 of the referenced Declarations of Covenants, Conditions and Restrictions, members having not less than two-thirds of the total votes in the Association have voted in favor of these amendments, and the signatures of the members having not less than two-thirds of the total votes in the Association are attached hereto. The undersigned further certifies that the terms of said paragraph have been fully satisfied in all respects whatsoever.



Jim Cosper, Secretary of Palo Duro Canyon Estates
Homeowner's Association, a Texas Corporation

STATE OF TEXAS
COUNTY OF RANDALL

This instrument was acknowledged before me on the 18TH
day of August, by Jim Cosper, as Secretary of Palo Duro Canyon
Estates Homeowner's Association, on behalf of said
corporation.





Notary Public, State of Texas

My commission expires: 3-11-2024