

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR VILLAGE PARK TOWNHOMES**

THE STATE OF TEXAS

THE COUNTY OF KENDALL

WHEREAS, PG VILLAGE PROPERTIES, LTD, a Texas limited partnership, hereinafter referred to as “Declarant”, caused a Declaration of Covenants, Conditions and Restrictions for Village Park Townhomes dated January 30, 2008, and filed of record in Volume 1102, Page 344, Kendall County Official Records, said Declaration creating certain easements, restrictions, covenants and conditions covering the Property described therein; and

WHEREAS, the said Declaration has been amended from time to time, including that certain Amendment dated May 3, 2010, and filed for record in Volume 1212, Page 706 of the Official Records of Kendall County, Texas; and that certain Amendment dated September 17, 2015, and filed for record in Volume 1488, Page 172 of the Official Records of Kendall County, Texas; and that certain Amendment dated June 23, 2016, and filed for record in Volume 1528, Page 715 of the Official Records of Kendall County, Texas; and that certain Amendment dated June 11, 2018, and filed for record in Volume 1640, Page 321 of the Official Records of Kendall County, Texas; and

WHEREAS, the Declaration provides for a mechanism to amend its contents as needed; and

WHEREAS, the authority to amend the Declaration has been transferred to Village Park Owners Association (the Association), a Texas Nonprofit Corporation; and

WHEREAS, it has been deemed necessary and advisable, and in the best interests of the Homeowners to amend the said Declaration by the Board of said Association at its annual meeting on October 15, 2019;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, and in respect of the above stated circumstances, the Declaration is hereby AMENDED as follows:

Section 7.21. LEASING OF TOWNHOMES is amended to read as follows:

7.21 LEASING OF TOWNHOMES. An owner may lease the townhome on his lot. Whether or not it is so stated in a lease, every lease is subject to the Governing Documents. An owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Governing Documents against the owner's tenant.

Leasing Restrictions. No Lot, or any portion thereof, may be leased or rented by any Owner to a non- Owner for a period less than one year. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents and this Declaration. Any failure by a lessee to comply with the terms of the Governing Documents and this Declaration shall be a default under the lease, whether or not it is so expressed therein.

Nightly, weekly, or monthly rentals of townhomes are not permitted. Leases, barter, or home exchanges with a term of less than one year are not permitted.

Fully executed leases/contracts shall be provided in full to the HOA Board Secretary 15 days prior to occupancy.

Except as amended herein, the remaining provisions of the Declaration, as previously amended, are ratified and affirmed.

By the signatures affixed hereto, the Directors certify that the required consents of the homeowners were obtained in advance in compliance with provisions of the Declaration, and are reflected in the minutes of the Associations.

Signed the 17th day of October, 2019

Martha Cook

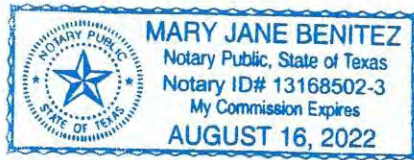
Martha Cook, Director

Leslie MacDonald

Leslie MacDonald, Director

David Boerner

David Boerner, Director



STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 17th day of October 2019 by MARATHA COOK, Director

Mary Jane Benitez

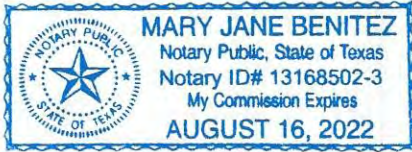
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 17th day of October

2019 by Leslie MacDonald, Director



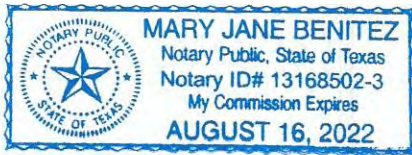
Mary Jane Benitez

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 17th day of October 2019 by David Boerner, Director



Mary Jane Benitez

Notary Public, State of Texas

Filed & Recorded in:

**KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK**

10/17/2019 09:24AM

Document Number : 00335441

Total Fees : \$38.00

Receipt Number - 103061

By Deputy: Rachel E Garcia

This Document has been received by this Office for
Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed in File Number
Sequence on the date and at the time stamped hereon and
was duly recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

10/17/2019
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: REG Deputy