

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

**THE STATE OF TEXAS**

**THE COUNTY OF KENDALL**

**WHERAS, 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; Texas; and**

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

**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 meeting on October 22 2025;**

**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:**

- 1. Effective October 22, 2025 Section 7.21 Leasing of Townhomes is amended to read as follows:**

## 7.21 Leasing of Townhomes.

### Section 1: Leasing Term Requirements

1. No Unit Owner shall lease or rent their unit for a term of less than one (1) year. All leases must be in writing and provide for a minimum duration of one (1) year.

2. The leasing of a unit shall not be permitted for transient, short-term, or vacation purposes, including but not limited to rentals made for a duration less than one (1) year. This includes rentals facilitated through online platforms and services marketed for short-term stays.

3. The total number of units leased at any one time in the community shall be limited to three (3) rentals. If there are already three units leased, additional leases will not be permitted until one or more of the existing leases has terminated. Any existing leases on file with the HOA secretary at the time this amendment is filed in the Kendall Country records are approved for the remainder of the lease, regardless of the number of properties leased.

### Section 2: Written Application Requirement

1. Prior to leasing or renting a unit, the Unit Owner must submit a written application for approval to the Board of Directors. This application must include the following information:

a. Unit Owner's Contact Information: Name, address, email address, and phone number of the Unit Owner.

b. Proposed Renter/Lessee Information: Names, contact information, and number of proposed renters/lessees.

c. Lease Terms: The start and end date of the lease. A copy of the lease agreement should be filed with the HOA secretary.

d. Acknowledgment of HOA Rules: A signed statement from the proposed renters/lessees acknowledging that they have received, read, and understood the bylaws and rules of the Association.

2. The Unit Owner shall submit the application to the Board of Directors a minimum of 30 days prior to the commencement of the lease.

### **Section 3: Penalty for Non-Compliance**

1. Any Unit Owner who enters into a lease agreement without prior written approval from the Board of Directors shall be subject to a penalty of \$500/month for each lease entered into without approval.
2. Additionally, if a lease is discovered to be in violation of these restrictions, the Board has the authority to require the Unit Owner to terminate the lease immediately and seek compliance with these bylaws. Failure to do so may result in further legal action against the Unit Owner, including but not limited to seeking damages incurred by the Association.

### **Section 4: Enforcement**

1. The Board of Directors shall have the authority to impose fines for violations of this leasing policy as detailed in Section 3 and pursue remedies as specified in Article 6, Section 4-1 of these Bylaws.
2. The Association reserves the right to take legal action against any Unit Owner who fails to comply with the above restrictions, including seeking remedies for any damages caused by the violation of these leasing terms.

**Effective Date:** This amendment shall take effect immediately upon its approval by majority vote of homeowners in attendance.

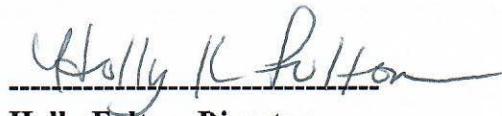
**Except as amended herein, the remaining provisions of the Declaration, as previously amended, are ratified and affirmed.**

**By the signatures affixed hereto, the Directors certify that the required consents of the homeowners were obtained at the Association's annual meeting on October 22, 2025 in advance and in compliance with provisions of the Declaration, and are reflected in the minutes of the Association.**

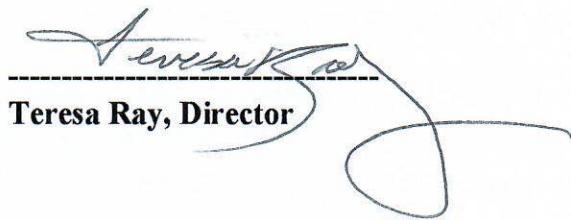
Signed the 01 day of December, 2025



Caden Wylie, Director



Holly Fulton, Director

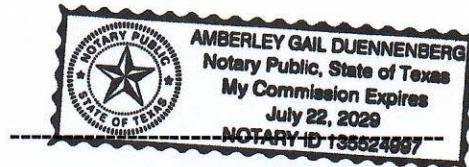


Teresa Ray, Director

STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 01 day of December,  
2025 by Caden Wylie, Director

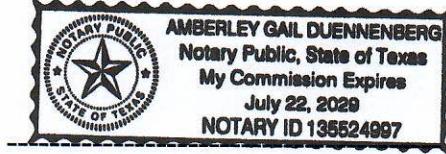


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 01 day of December,  
2025 by Holly Fulton, Director

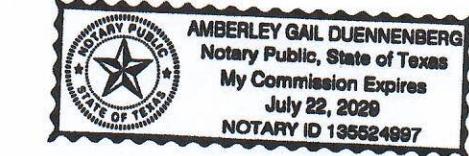


Notary Public, State of Texas

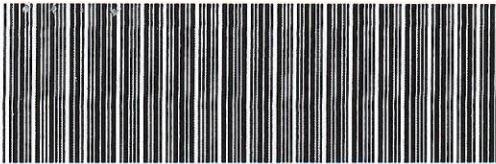
STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 01 day of December,  
2025 by Teresa Ray, Director



Notary Public, State of Texas



\*VG-94-2025-404077\*

Kendall County  
Denise Maxwell  
Kendall County Clerk

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Instrument Number: 404077

Real Property Recordings

Recorded On: December 01, 2025 09:29 AM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$41.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 404077

**Record and Return To:**

Village Park HOA

Receipt Number: 20251201000013

Recorded Date/Time: December 01, 2025 09:29 AM

User: Beth S

Station: Clerk 3



**STATE OF TEXAS**

Kendall County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Kendall County, Texas

Denise Maxwell  
Kendall County Clerk  
Kendall County, TX

*Denise Maxwell*