



**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC.
(ANDERSON MILL WEST, SECTIONS 19 and 20)**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Volente Hills at Park Forest Owners Association, Inc. (Anderson Mill West, Sections 19 and 20) (“Amendment”) is made by the undersigned, being the current Lot Owners and Members of the Volente Hills at Park Forest Owners Association, Inc., a Texas Non-Profit Corporation (“Association”).

WHEREAS, Article VII, Section 7.2 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Volente Hills at Park Forest Owners Association, Inc. (Anderson Mill West, Sections 19 and 20) (“Declaration”), provides that the Declaration may be amended by consent of fifty-one percent (51%) or more of the Owners, and the amendment(s) contained herein have received the requisite consent and approval; and

NOW THEREFORE, the Declaration is hereby amended such that the following provision(s) are added to the Use Restrictions found under Article III. To wit:

Article III, Section 3.1.1 of the Declaration is hereby added:

“Section 3.1.1 Leasing. All leases for residences located within the Property must be: (1) in writing, (2) for a six (6) month minimum term or longer, and (3) subject to all dedicatory instruments of the Association, including but not limited to, this Declaration, By-laws, and all other rules and regulations promulgated by the Board of Directors.

All leases must encompass the entire residence; no partial rentals of residences are permitted. Owners are forbidden from using any service, whether in print, broadcast, hosted website, or otherwise, that advertises the partial rental. This restriction on partial rentals controls regardless of the terminology used to describe such arrangements, including a service’s attempt to characterize the arrangement as “host and guest” or similar language. The Association considers such arrangements purely commercial in nature that constitute an impermissible use of the residence under this Declaration.

No transient or hotel leases are permitted. “Transient or hotel leasing” means leasing of a residence for singular and/or blocks of days less than the minimum term set forth herein,

including weekend rentals, bed-and-breakfast accommodations, or other arrangements whereby the occupants of the residence are provided customary hotel services and/or temporary occupancy of the residence. The Association considers such arrangements purely commercial in nature that constitute an impermissible use of the residence under this Declaration.

For all leases executed for residences located within the Property, the Owner shall report to the Association, within thirty (30) days from the date of lease execution, the following information regarding the lease:

- a. Names of all tenant(s) including any minor children occupying the residence;
- b. Emergency contact phone number for tenant(s);
- c. Term/duration of the lease.

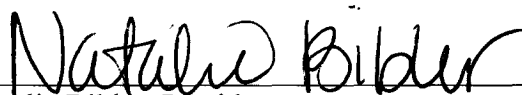
In lieu of producing the above information, the Owner can also submit a copy of the executed lease to the Association, and any/all sensitive personal information (as the term is defined under applicable state law) may be redacted in the lease. The Association accepts no liability for any documents tendered by the Owner that fail to redact such information. For any multi-year lease, the Owner shall also notify the Association of any changes to the above information on an annual basis. Any information obtained by the Association will be added to the Owner's file and remain confidential, subject to all record retention and production laws and the requirements of this Declaration as applicable.

To the extent that this provision conflicts with any other rule, regulation or policy of the Association, this provision shall control."

With the exception of the above provisions, in all other aspects the Declaration shall remain in full force and effect as originally amended and restated. This instrument may be executed by multiple counterpart signature pages, each of which shall be attached hereto as needed and incorporated by reference herein for all purposes. This Amendment shall become effective when approved by at least fifty-one percent (51%) of the Owners and recorded in the Official Property Records of Travis County, Texas.

Executed this the 25th day of October, 2016.

Volente Hills at Park Forest Owners Association, Inc.



Natalie Bibler, President

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of the Volente Hills at Park Forest Owners Association, Inc. ("Association"), a Texas non-profit corporation;

That the foregoing constitutes the Amendment to the Amended and Restated Declaration of said Association, as duly approved by the affirmative vote or written consent of at least fifty-one percent (51%) of the Owners as required by the Amendment provision of that same Amended and Restated Declaration. As custodian of the Association's records, I can attest that the signature pages evidencing the necessary percentage of Owners approving said amendment are retained by the Association according to the prevailing policy governing document retention and all applicable state law.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 25th day of October, 2016.

Volente Hills at Park Forest Owners Association, Inc.

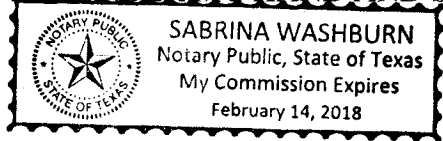


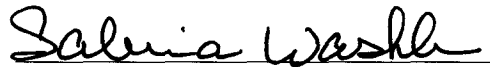
Katrina Barton, Secretary

STATE OF TEXAS §
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COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared KATRINA BARTON, Secretary of the Volente Hills at Park Forest Owners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of October, 2016.





Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
NORTH LAW, P.C.
1010 Lamar, Suite 1500
Houston, TX 77002

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 28, 2016 08:55 AM

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GONZALESM: \$38.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS