

## Nancy E. Rister Williamson County Clerk

405 Martin Luther King Street Georgetown, Texas 78626 (512) 943-1515

Receipt: 2024-18275

Product	Name	<b>Extend</b> ed
REST	RESTRICTIONS	\$33.00
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	External Document#	4 2024024328
	Document Info:	WOLF RANCH-HILLWOOD COMMUNITY
COPY	COPIES	\$4.00
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+1 * +	# of Copies	1
	No Charge	false
Sub-Total		\$37.00
Service Fee		\$2.00
Total		\$39.00
Tender (Credit Card)		\$39.00
Transaction ID	21175214002	
Service Fee	\$2,00	
Credit Card #	*************8747	
Entry method	Chip	
Auth Code	057528	
Credit Card Invoice #	BPI566S1635	
Name on Card	TORI STREFF	

Signature



## **AMENDMENT**

to

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS $for \\ WOLF RANCH RESIDENTIAL COMMUNITY$

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

WHEREAS, H4 WR, LP, a Texas limited partnership, as Declarant, caused the instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community," (the "Declaration") to be recorded in the Official Public Records of Real Property of Williamson County, Texas under Clerk's File No. 2020107375, which instrument imposes various covenants, conditions, restrictions, easements, liens and charges on the Property (as defined in the Declaration); and

WHEREAS, Article XV Section 15.4, of the Declaration provides the Declaration may be amended by the Declarant without a vote or the consent of any other party; and

WHEREAS, the Development Period remains in effect and the Declarant wishes to amend Article III;

NOW, THEREFORE, Article III, of the Declaration is hereby amended to add the following Section 3.13, entitled "Leasing":

- **3.13.** Leasing. It is permitted for Owners to lease (as defined below) a residence in the Subdivision, so long as:
  - Occupants are leasing the entire Lot (including all land and Improvements comprising the Lot and residence) for use as a residence;
  - (2) The term of the lease is greater than six (6) months;
  - (3) The lease is to occupants who comprise a single family;
  - (4) The Owner and the occupants have the intent that the occupants remain on the Lot for the entire term of the lease, and that it become the occupants' place of permanent residency; that is, the occupants will make the Lot and residence their permanent home;
  - (5) The Lot, residences or any portion thereof is not subleased or part of a member entity agreement;

- (6) The Lot is not made subject to any type of timesharing agreement, fraction-sharing or similar program where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years;
- (7) The lease is in writing;
- (8) The Owner provides the Association with the name, mailing address, phone number, and e-mail address of each person who will reside at the residence and the commencement date and term of the lease at least 10 days prior to the start of the lease term; and
- (9) The lease complies with any dedicatory instrument recorded by the Association, including any leasing policy, rule, or regulation promulgated by the Board of Directors of the Association.

The term "leasing" as used herein means the occupancy of a Lot and residence by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as subleases, temporary or transient housing, or short-term leases, house exchanges, hotel, motel, vacation rental, AirBnB, VRBO, and bed and breakfast for less than six (6) months will each be considered a "business use" and are expressly prohibited. Leasing pursuant to this section will not be considered a "business use". The provisions regarding leasing contained herein will not preclude: (A) the Association or an institutional lender from leasing a residence upon taking title following foreclosure of its security interest in the Lot and residence or upon acceptance of a deed in lieu of foreclosure, (B) the seller or transferor of a Lot and residence from leasing back the residence on such Lot for a period of time up to six (6) months after the closing of the sale or transfer of such Lot and residence, or (C) the leasing of a Lot and residence on a month-to-month basis after the expiration of a lease in compliance with this section to the occupant who executed the original lease. Leases will not relieve the Owner from compliance with the Declaration or the dedicatory instruments of the Association.

(A) Rules and Regulations. The Board of Directors of the Association may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and Improvements comprising the Lot and/or residence). All leases must be in writing, subject the occupants to the dedicatory instruments and will contain such terms as the Board of Directors of the Association may prescribe from time to time. The Board of Directors of the Association and the Association will not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

- Governing Law. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by State or federal law. If it is found that this provision is in violation of any applicable law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by applicable law.
- Violations. In addition to any other remedies available at law or otherwise, any violation of this section by an owner or occupant will subject the Owner to fines, as determined and established by the Board of Directors of the Association, and in accordance with any State or federal law. Such fines will be the personal obligation of the Owner and a lien against the respective lot to be enforced in the

same manner as assessments pursuant to Article VI hereof.		
Except as amended herein, all prov force and effect.	isions in the Declaration, as amended, remain in full	
Capitalized terms used herein have Declaration, unless otherwise indicated.	e the same meanings as that ascribed to them in the	
IN WITNESS WHEREOF, the Declarant has executed this instrument on the date of the acknowledgement, to be effective upon recording in the Official Public Records of Real Property of Williamson County, Texas.		
	DECLARANT:	
	By: DINE NERGON  Its: PRESIDENT	
THE STATE OF TEXAS §		
COUNTY OF <u>Willianson</u> §		
personally appeared Doke Kenig H4 WR, LP, a Texas limited partnership, kno	y public, on this 24 day of March, 2024, an as Resolution of whose name is subscribed to do not that he/she executed the same for the purpose	
TORI BETH STREFF Notary ID #128797649 My Commission Expires June 1, 2024	Notary Public in and for the State of Texas	

Hillwood Communities-Wolf Ranch 129 Canyonview Rd Georgetown, TX 78628

FILED AND RECORDS 20240243

REST Fee: \$33.00 03/28/2024 11:30 AM

**CFIRESTONE** 

Nancy E. Rister, County Clerk Williamson County, Texas