

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB**

THE STATE OF TEXAS

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70028604 OPR 3257 413

COUNTY OF HAYS

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WHEREAS, THE KEY RANCH AT THE POLO CLUB HOME OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, has been granted the powers of administering and enforcing the Declaration of Covenants, Conditions and Restrictions for the Key Ranch At the Polo Club, including those recorded at Volume 1413, Page, 477 (the "Initial Declaration"), Volume 1422, Page 343 (the "First Amended Declaration," and Volume 1817, Page 1 (the Second Amended Declaration), all of the Official Public Records of Hays County, Texas; and.

WHEREAS, The Initial Declaration, the First Amended Declaration, and the Second Amended Declaration all provide that they may be amended by an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that the amendment has been approved by the Owners entitled to cast at least eighty percent (80%) of the votes entitled to be cast; and.

WHEREAS, The Owners entitled to cast at least eighty percent (80%) of the votes entitled to be cast pursuant to the Initial Declaration, the First Amended Declaration, and the Second Amended Declaration have approved the amendment set forth in this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Key Ranch at the Polo Club; .

NOW, THEREFORE, the Initial Declaration, the First Amended Declaration, and the Second Amended Declaration are hereby amended and restated in their entirety to read as follows:

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB**

It is hereby declared (i) that all of the Property shall henceforth be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are intended for the purpose of protecting the value and desirability of the Property; and which shall inure with the Property, and which shall be binding on all parties with any right, title, or interest in or the Property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee/Architectural Control Committee. "Architectural Control Committee" or "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of **THE KEY RANCH AT THE POLO CLUB HOME OWNERS ASSOCIATION, INC.**, filed in the office of the Secretary of State of the State of Texas on May 18, 2001, as they may be amended from time to time.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean **THE KEY RANCH AT THE POLO CLUB HOME OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board, and as from time to time amended.

1.08 Committee. "Committee" shall mean "Architectural Committee".

1.09 Common Area. "Common Area" shall mean all real property, including streets and roadways, including the improvements thereto, conveyed to the Association by Plat dedication or otherwise. The Common Area shall be owned by the Association for the common use and enjoyment of the Owners.

1.10 Declarant. "Declarant" shall mean Rooster Springs L.P., a Texas Limited Partnership.

1.11 Declaration. "Declaration" shall mean this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Key Ranch at the Polo Club, as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds, stables, patios, exterior lighting, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. Exclusive of the designated rights of way and common areas, "Lot", or "Tract", or "Tracts", shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a the Plat together with all the Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association pursuant to 5.02 herein.

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Officer. "Officer" or "officers" shall mean a president, secretary, treasurer, and/or such other officers as the Board may elect or appoint pursuant to the Bylaws.

1.18 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee of any portion of the property.

1.19 Person. "Person" or "persons" shall mean any individual, individuals entity or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services and all other documentation or information relevant to such Improvement.

1.21 Plat. "Plat" shall mean a subdivision plat of any portion of the Property.

1.22 Property. "Property" shall mean all of The Key Ranch at the Polo Club, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 8, Page 129, the plat of Resubdivision of Tract E, Tract F, Tract H, Tract J, Tract K, Tract M, Tract N, and Tract O of Key Ranch at the Polo Club recorded in Volume 8, Page 347, the Amended Plat of Tract A, Tract B, Tract C, Tract D, Tract G, Tract I, and Tract L of Key Ranch at the Polo Club, and Amended Plat of Resubdivision of Tract E, Tract F, Tract H, Tract J, Tract K, Tract M, Tract N, and Tract O of Key Ranch at the Polo Club, recorded in Volume 8, Page 374, and all of the Key Ranch at the Polo Club, Section 2, according to the map or plat thereof recorded in Volume 9, Page 341, all of the Plat Records of Hays County, Texas, and any additional real property that is subsequently made subject to this Declaration.

1.23 Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with THE KEY RANCH AT THE POLO CLUB Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.24 Rules. The "Rules" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

1.25 Subdivision. "Subdivision" shall mean all of the Property.

## ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Uniform Plan. The Property has been and will continue to be developed pursuant to a master concept plan for a quality subdivision, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof is expected and intended to benefit each other portion and the whole thereof.

2.02 Addition of Land. The Board may, with the written consent of eighty percent (80%) of the Owners, add additional lands to the Property, and this Declaration and the covenants, conditions, restrictions and obligations set forth herein, shall apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add land to the Subdivision the Association and the owner of the land to be added shall execute and acknowledge an annexation agreement subjecting the additional land to this Declaration and containing:

- a. A reference to this Declaration, which reference shall state the book and page numbers of the Hays County Real Property Records wherein this Declaration is recorded;
- b. A statement that all of the provisions of this Declaration shall apply to the added land;
- c. A legal description of the added land; and
- d. A legal description of all Common Area to be owned by the Association within the added land.

## ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Antennae. No exterior radio or television antenna, or aerial or satellite dish receiver larger than 18 inches, or other devices designed to receive telecommunication signals, including, but not limited to radio, television or microwave signals which are intended for cable television, network television reception or entertainment purposes shall be erected or maintained for any purpose without the prior written approval of the Architectural Committee.

3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.03 Subdividing. No Lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee. All further division or subdivisions of any Lot, as referenced above, shall comply with all pertinent and specifically applicable governmental ordinances and regulations, including minimum lot sizes, to the extent those ordinances and regulations are binding and applicable, if any. Nothing herein shall prevent an Owner from building across Lot lines, subject

no normal Architectural Committee approval, so long as such construction does not interfere with any assessments along Lot lines. No Lot shall be re-subdivided to less than three (3) acres in size. In the event that two or more lots are joined, the owner shall pay full assessments and fees on each lot.

3.04 Signs. No signs of any character shall be allowed on any Lot except one conservative address sign for the customary Lot identification purpose pursuant to Section 3.32; provided, however, that any person or entity engaged in the construction of a residence within the Subdivision shall have the right, during the period of development, construction, and sale of houses in the Subdivision, to place one sign of less than four square feet in size upon the property which states the name, address and telephone number of the builder. Each Lot may have one "for sale" sign of less than four (4) square feet in size. Notwithstanding the foregoing, the appearance and location of all signs must be acceptable to the Architectural Committee.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

3.06 Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.07 Construction of Improvements. NO WORK ON ANY IMPROVEMENTS SHALL HEREAFTER BE COMMENCED UPON ANY OF THE PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3.08 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.10 Roofing Materials. The Architectural Committee shall have sole discretion and right to approve in writing or reject all roofing materials to be used on any Improvements constructed on the Property and a failure or refusal to approve is a rejection.

3.11 Utility Lines. Utility lines may run overhead or underground. No other utility lines, including, but not limited to, wires, or other devices for the communication or transmission of telephone or cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be constrained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved

in writing by the Architectural Committee. The installation for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.

3.12 Drainage. There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and approved by the Architectural Committee. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Architectural Committee.

3.13 Creek and Tributary Obstructions and Alterations. No obstructions (physical or visual) of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across the bed of any creek adjoining or running through any part of any Lot in the Subdivision. Landscaping of any Creek bed shall be only upon the written approval of the Architectural Committee.

3.14 Filling, Cutting and Slope Control. The Architectural Committee shall carefully review all proposed Improvements which will be placed on Lots with slopes exceeding twenty (20%) percent, and all filling and cutting of the terrain on such Lots shall be kept at a minimum. The Architectural Committee may require "pier and beam" type foundations for the Improvements on such Lots in lieu of standard slab on grade "slab" foundations if, in its sole discretion, the Architectural Committee so elects.

3.15 Solar Equipment. Exterior solar equipment shall not be installed unless approved in writing by the Architectural Committee.

3.16 Hazardous Activities. Hazardous conduct on the property is prohibited. No firearms or fireworks shall be discharged upon the property and no exterior open flames shall be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units. Such fires shall be attended by an adult at all times.

3.17 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction, may be maintained with the proper approval of the Architectural Committee, approval to include the nature, size, duration and location of such structure.

3.18 Mining and Drilling. No portion of the Property shall be used for the purposes of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; except in the normal course of residential amenity construction and common area improvements.

3.19 Unightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. For

For the purposes of these restrictions, a "horse trailer" per-se is not considered unsightly and one horse trailer per lot, at any given time, shall be exempt from such "screening" requirements. Notwithstanding the foregoing, the Architectural Control Committee retains the prerogative to determine that a particular horse trailer is unsightly or otherwise a nuisance to the Subdivision. Each single-family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) automobiles. Lot Owners shall not or allow keep more than two (2) automobiles to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours per month. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabric shall be attractively screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.20 Mobile Homes, Travel Trailers, Utility Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers, utility trailers, or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours per month.

3.21 Fences. No fence, of any sort, shall be constructed on any Lot without the Architectural Control Committee's prior written approval. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to and approved in writing by the Architectural Control Committee. The Architectural Committee may, in its discretion, prohibit the construction of any fence, or specify the materials of which any fence must be constructed. No fence may be constructed within any 100 year flood plain or any drainage easement.

3.22 Animals - Household Pets. No animals, including pigs, poultry, fowl, wild animals, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, with the exception of horses or other Association approved exotic animals, may be kept. And no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash, or allowed to make an unreasonable amount of noise or to become a nuisance. All animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee. In no event shall Pit bulls or other vicious or dangerous animals be allowed within the Subdivision.

3.23 Landscaping. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curpline and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than (6) feet above ground level. Anything herein to the contrary notwithstanding, the Architectural Committee may allow a ten (10) foot setback from a side street if the Committee, in its sole discretion, so elects. No tree (other than mountain juniper) having a diameter of six (6) inches or larger shall be removed from any Lot without the consent of the Committee.

3.24 Maintenance of Lawns, Plantings and Improvements.

a. In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Association, acting on its own or through the Architectural Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of the Owner.

b. The Owner of any Lot containing a Creek bed, Cliff, or Bluff shall maintain the Creek bed, Cliff, and/or Bluff free of weeds and debris (without the removal of any natural fauna or flora) and, if the Owner shall fail to do so, the Association shall have said area maintained at the expense of the Owner. Anything to the contrary contained in this paragraph notwithstanding, all Creek bed, Cliff, or Bluff maintenance performed by an Owner, or by the Association, shall be performed in accordance with all pertinent and specifically applicable regulations and the ordinances of the appropriate governmental entity.

b. All non-native plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, all at the Owner's expense.

c. The Association shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Association shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3.25 Dwelling Size. Each single-family dwelling shall contain a minimum of 3200 square feet. Square footage calculations shall be exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages. This requirement may only be waived by the Committee in unusual circumstances where the property or other characteristics of a Lot do not reasonably enable compliance with this requirement. In addition to a single family residence of at least 3200 sq. ft., each tract or lot may contain one guest house of at least 750 sq. ft., built to the standards stated herein for the primary home, and be subject to Architectural Control Committee approval.

3.26 Masonry Requirements. Residences located in all Lots shall have a minimum of Eighty-five (85%) percent of the exterior walls of stone or masonry construction. In computing these percentages (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and; (3) stone and masonry used on fireplaces, chimneys and walls of any attached garage may be included in the computation as stone or masonry used.

3.27 Construction in Place. All dwellings shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the written approval of the Architectural committee.

3.28 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced and all construction must be commenced within one year of the closing on the purchase of the subject lot.



3.29 Setback Requirements. No building shall be located on any of the Lots nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat of the Subdivision as it pertains to such Lot or Lots. In any event, no building shall be located on any of the Lots nearer than one hundred (100) feet from the front line, or nearer than (10%) of the average lot width from any side lot line, or nearer than twenty (20) feet from any rear lot line. No building shall be located nearer than one hundred (100) feet from any street. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring properties and Lots. The Committee shall also be entitled to review and modify the setback requirements for cul-de-sac Lots and lots with particular terrain or vegetation features for which compliance with the foregoing setback requirements might be difficult or impossible.

3.30 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of signs or similar activities; provided, however, that such construction is to be pursued to completion with reasonable diligence and conform to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions may be granted by the Architectural Committee; provided, however, such waiver shall be only for the reasonable period of such construction.

3.31 No Warranty of Enforceability. The Association makes no representation or warranty, either express or implied, as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold the Association, the Board and the Architectural Committee harmless therefrom.

3.32 Identification of Lots. The house number for each single family residence shall be located on a stone or masonry structure of a type, constructed of materials, and placed in a location approved by the Committee, and shall be illuminated by an electric lighting fixture approved by the Committee.

3.33 Fuel Tanks. No butane or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee, in which case it shall be shielded from the view of any adjoining homesite or roadway.

3.34 Prohibited Activities. No business, professional, commercial, or trade venture or activity other than the occasional breeding and occasional sales of farm animals shall be permitted on any Lots, except Lots A and B, upon which a tennis, swim, and exercise facility may be operated provided that such facility has its primary access directly from Hwy. 290 and does not otherwise cause unreasonable traffic, noise, or other nuisance. Also, subject to the prior written consent of the Architectural Committee, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

3.35 Garages and Driveways. All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other Improvements in the Subdivision. All garages shall be suitable for not less than two (2) automobiles.

All garages shall consist of enclosed structures and no carports shall be permitted on any Lot. A garage shall not be situated in such a manner on a Lot so as to cause the garage door opening to be substantially visible from a street or roadway. The Architectural Committee shall have absolute authority over the entrance location and siting of all garages. The location of all driveway cuts shall be subject to approval by the Committee. Driveways on corner Lots facing both a cul-de-sac and main thoroughfare shall be located on the cul-de-sac; provided, however, that the Committee shall have the authority to approve circular drives on any Lot. All driveways shall be constructed of asphalt or concrete and shall be subject to written approval by the Committee. All driveways shall be of a minimum width of twelve (12) feet and, if an asphalt surface is used, a ribbon concrete curb will be required for the purpose of protecting the edges of the asphalt from chipping and washing away.

3.36 Window Materials. All windows on all Improvements in the subdivision shall utilize only clear or lightly tinted, nonreflective glass and shall utilize all wooden window framing.

3.37 Stables. Stables for the shelter of horses may be constructed on the lots subject to the following conditions:

All stables shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other Improvements in the Subdivision, except that, subject to Architectural Committee approval, stables may be constructed of materials other than masonry if in the sole discretion of the Committee, the quality of materials, design, and method of construction is compatible with and of a standard equal to other stables in the Subdivision, or to be built in the Subdivision.

3.38 Playscapes. Colored plastic playscapes are prohibited unless shielded from the view of roadways and other properties. Natural wood playscapes may be approved upon application to the Architectural Control Committee, showing materials of construction and location on the lot.

## ARTICLE IV

### USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for single-family residential use (except for Lots A, and B, as otherwise restricted in Section 3.34) or for Common Area. Common Areas may, subject to the approval of Board, be improved, landscaped, and used for active and passive recreational purposes by Owners and occupants of the Property.

4.02 Common Areas. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by the Architectural Committee, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement.

4.03 Recreational Improvements. Any proposed construction of recreational Improvements within a Common Area shall be subject to approval by the Architectural Committee.

## ARTICLE V

**THE KEY RANCH AT THE POLO CLUB  
RESIDENTIAL OWNERS' ASSOCIATION, INC.**

5.01 Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws for any reason shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as follows: The Owner of each Lot within the Property shall have one vote for each Lot so owned unless two or more lots are joined in which case the Owner shall be entitled to three-quarters of a vote for each lot so joined.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board acting on behalf of the Association, shall have the powers and authority at all times as follows:

a. THE KEY RANCH AT THE POLO CLUB RULES AND BYLAWS.

To make, establish and promulgate, and in its discretion to amend, or repeal and re-enact, THE KEY RANCH AT THE POLO CLUB RULES AND BYLAWS not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

b. Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

c. Records. To keep books and records of the Associations affairs.

d. Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

e. Right of Entry and Enforcement. To enter at any time in an emergency [or in the case of non-emergency, after twenty-four (24) hours' written notice], without being liable to any Owner, upon any Lot for the purposes of enforcing THE KEY RANCH AT THE POLO CLUB RESTRICTIONS or for the purpose of maintaining or repairing any area, Improvement or other

facility to conform to THE KEY RANCH AT THE POLO CLUB RESTRICTIONS, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and Special Assessments. The Association shall have the non-exclusive power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of THE KEY RANCH AT THE POLO CLUB RESTRICTIONS, settle claims, enforce liens and take all such actions as it may deem necessary or expedient to enforce THE KEY RANCH AT THE POLO CLUB RESTRICTIONS.

f. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

g. Conveyances. To grant and convey to any person or entity, easements, rights-of-way or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, street lights, walks, driveways, trails, and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and/or
- (v) Any similar public, quasi-public or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

g. Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its Property to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association hereby release the Association and the Members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

h. Property Services. To pay for water, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

i. Other Services and Property. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.

j. Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as in this Declaration required.

k. Contracts. To enter into contracts with such persons and on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function.

l. Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.05 Maintenance. The Association shall (i) maintain, repair and replace as necessary all landscaping, irrigation systems, streets and roadways, entrance signs and other Improvements within any right-of-way which is within or adjacent to the Property; and (ii) maintain all Common Area dedicated to the Association for maintenance.

5.06 Street Lighting. The Association shall pay for electrical service and for all other costs and expense necessary to operate and maintain any street lights which have not been accepted by a governmental entity for operation and maintenance and which are located within any right-of-way within or adjacent to the Property.

5.07 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

a. To accept, own, operate and maintain all Common Area which may be owned or leased, together with all Improvements of whatever kind and for whatever purpose which may be located in said Common Area; and to maintain in good repair and condition all lands, Improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

b. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association to the extent that such taxes and assessments are not levied directly upon a Member of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

c. To make out and maintain current a policy of liability insurance coverage to cover such liability as may result from the use of and enjoyment of the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including

attorney's fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that such person (1) acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or its equivalent, shall not of itself create a presumption that the person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

## ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not less than one (1) and not more than three (3) voting Members ("Voting Members"), and such additional nonvoting Members serving in an advisory capacity ("Advisory Members") as the members deem appropriate.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Control Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to specifically object in writing within thirty business days from the date of written receipt of any plans and specifications for approval, such approval shall be deemed to have been given.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Appointment. Members of the Architectural Committee shall be appointed annually by the Board. Members of the Architectural Committee may be removed by a majority vote of the Board.

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.07 Review of Proposed Construction. Whenever in this Declaration approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole

discretion, are relevant. Except as otherwise specifically provided herein prior thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specification submitted for approval and such period of postponement shall not be counted in computing the 30 day period provided for in 6.02 herein. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping color schemes, exterior or interior finishes, or hardware as to be incompatible with residential development within the property or of a quality of construction or materials less than those determined by the Committee as to be consistent with other construction and materials in the subdivision or is otherwise not acceptable to the Architectural Committee. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration set forth in the preceding sentence, and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

6.08 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or septic consideration, or hardship or other similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding any provisions herein to the contrary, no variance shall be granted to (i) permit a residence of less than two thousand seven hundred fifty (2,750) square feet, as calculated pursuant to Section 3.25 to be constructed on any Lot, or (ii) permit a residence to have less than seventy-five (75%) percent of its exterior walls of masonry construction, as calculated pursuant to Section 3.26 above.

6.09 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the Voting Members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter

requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.11 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.12 Non-liability of Architectural Committee. Neither the Architectural committee nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless such loss, damage or injury is due to the willful misconduct of the Committee or its members. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement on the Property, and each Owner by the purchase of property subject to this Declaration so stipulates and agreed that neither the Architectural Control Committee, nor its members are liable to Owner.

6.13 Address. Plans and Specifications shall be submitted to the Architectural Committee by delivery to any Board or Architectural Committee member.

6.14 Fees. The Architectural Committee has the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

6.15 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of a Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval of the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

## ARTICLE VII LIENS AND ASSESSMENTS

7.01 Assessments.

(a) Assessments may be established by the Board. Pursuant to the provisions of this Article VII, assessments shall be levied on a uniform basis against each Lot within the Property, based upon the total number of lots in the Subdivision. The amount of the Assessment for any lot or tract shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03 and/or 7.04 hereof by the total number of lots in the Subdivision at the time the



Assessment is levied. For purposes of this Article 7.01A, the common areas within the Subdivision shall not be considered in determining the total number of lots within the Subdivision.

(b) Each unpaid Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, is the personal obligation of the Owner of the Property against which the Assessment is due, and is secured by a continuing lien against each such lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article. The Lien is established upon the purchase of the Lot and shall be superior to any lien or liens including purchase money liens, home improvement liens, or if applicable home equity liens, and inferior only to real property tax liens.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursement shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board, shall estimate the expenses to be incurred by the Association during such year in performing its functions under THE KEY RANCH AT THE POLO CLUB Restrictions, including, but not limited to, the cost of all maintenance, the cost of maintaining Common Areas, streets and roadways, the cost of enforcing THE KEY RANCH AT THE POLO CLUB Restrictions and reasonable provisions for contingencies and appropriate replacement reserve, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided and the levy of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under this Declaration. The amount of any Special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the Payment of any such Assessments, the Owner of the Lot shall be obligated to pay interest at the highest non-usurious rate allowed by law, together with all costs and expenses of collection, including reasonable attorney's fees. Furthermore, the Association may suspend any Owner's voting rights and the right to use the Common Area or Amenities during any period in which any assessment against such Owner remains unpaid.

7.06 Assessment lien and Foreclosure. All sums assessed shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, be a continuing lien and charge on the Lot covered by such in the manner provided in

this Article but unpaid, Assessment, which shall bind such Lot, the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination document may be signed by an officer of the Association. To evidence the aforesaid Assessment, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and the legal description of the Lot. Such Notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of HAYS County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that the lot is purchased by Owner, which lien shall be further evidenced by a Vendor's Lien reserved by the Developer in the Deed from Developer to each Owner and such lien shall run with the land. The Lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a Notice of Assessments Lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessments and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

#### ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed conveying any part of the Property. The Board shall have the right without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights—of-way and easements for public utility purposes (including, without limitations, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 10.0 feet on each side of such Lot line.

8.02 Utility Easement. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephone, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenance thereto, on, above, across and under the Property within the public utility easement from time to time existing and from service lines situated within such easement to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by the Architectural Committee. The owner of the Property must also consent in writing if such easement extends more than seven and one half (7.5) feet into the Lot. The utility companies furnishing service shall have the right to remove such trees as are necessary situated within the utility

easements shown on the plat and to trim overhanging trees and shrubs located on portions of the property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements or flood plains as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement or flood plain except as approved in writing by the Architectural Committee and any required governmental approval.

8.04 Surface Area. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns, or flowers. However, neither Board, the Subdivision, the Architectural Committee, nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement areas.

8.05 Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

a. The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against which Owner's Lot remains unpaid, pursuant to 7.05 hereof, and for any period during which the Owner is in violation of the Rules and Regulations of the Association;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

c. The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

d. The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and

e. The right of the Association to contract for services with third parties on such terms as the Association may determine.

#### ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended

for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of 100% of the Lots within the Property then subject to this Declaration.

9.02 Amendment. This Declaration may be amended by recording in the HAYS County Real Property Records an instrument executed and acknowledged by the President and Secretary of the Association setting forth the Amendment and certifying that such Amendment has been approved by Owners entitled to cast eighty percent (80%) of the number of votes entitled to be cast pursuant to section 5.03 hereof. Amendments to this Declaration shall not be construed as affecting or amending any governmental ordinances, rules or regulations which affect the Property.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Enforcement and Nonwaiver.

a. Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, the Architectural Committee and/or the Board shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

b. Nonwaiver. The failure to enforce any provision of Restrictions from time to time shall not constitute a waiver of the right hereafter to enforce any such provision or any other provision of said Restrictions.

c. Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance in this Declaration.

9.06. Termination of Declarant Rights. The Declarant no longer owns any portion of the Property or the Subdivision. To the maximum extent permitted by law, the Owners, acting by and through the Association, and the Association, with the authority of the Board, and acting by and through its duly elected President and Secretary, hereby revoke, terminate, void, and annul any and all rights claimed or purportedly reserved by Declarant, specifically including but not limited to any right to add additional land to the Property or the Subdivision

9.07 Construction.

a. Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

The President and Secretary of the Association certify that this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Key Ranch at the Polo Club has been approved by owners entitled to cast at least eighty percent (80%) of the votes entitled to be cast pursuant to Section 5.03 hereof.

IN WITNESS WHEREOF, the Association, with the approval of the Board, and acting by and through its duly elected President and Secretary, has executed this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Key Ranch at the Polo Club as of this 27 of September, 2007.

THE KEY RANCH AT THE POLO CLUB HOME OWNERS ASSOCIATION, INC.

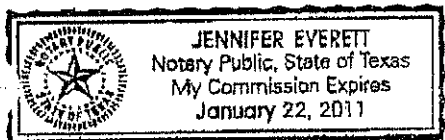
By: Robert Harris, Pres.  
Robert Harris, President

By: David Fernea  
David Fernea, Secretary

STATE OF TEXAS §  
                                  §  
COUNTY OF HAYS §  
                                  TRAVIS

This instrument was acknowledged before me on this 28 day of September 2007 by Robert Harris as President of The Key Ranch at the Polo Club Home Owners Association, Inc., a Texas nonprofit corporation.

Jennifer Everett  
Notary Public, in and for the State of Texas



STATE OF TEXAS §  
§  
COUNTY OF HAYS §

70028604 DPR Bk Vol Pg  
3257 434

This instrument was acknowledged before me on this 27 day of September, 2007 by David Fernea as Secretary of The Key Ranch at the Polo Club Home Owners Association, Inc., a Texas nonprofit corporation.



[Signature]  
Notary Public, in and for the State of Texas

Filed for Record in:  
Hays County  
On: Sep 28, 2007 at 12:43P  
Document Number: 70028604  
Amount: 100.00  
Receipt Number - 180130  
By:  
Alisha Herzog, Deputy  
Linda C. Fritscher, County Clerk  
Hays County

**FIRST AMENDMENT  
TO THE THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB**

WHEREAS, The Key Ranch at the Polo Club Homeowners Association, Inc., a Texas non-profit association (the "HOA"), has been granted the powers of amending and enforcing under the THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB filed of record in Volume 3257, Page 413 of the Official Public Records of Hays County (the "Declaration"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides in relevant part that:

"...a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association..."; and

WHEREAS, at a duly called meeting of the Members held on August 19, 2015, wherein a quorum was present, The Key Ranch at the Polo Club Homeowners Association, Inc. did approve by a vote in excess of 67 percent of the total votes allocated to property owners in The Key Ranch at the Polo Club Homeowners Association, Inc., the amendment of Section 3.34 of the Declaration.

**NOW THEREFORE**, it is hereby declared that Section 3.34 of the Declaration is hereby amended and restated to read as follows:

**3.34 Prohibited Activities.** No business, professional, commercial, or trade venture or activity other than the occasional breeding and occasional sales of farm animals shall be permitted on any Lots, except Tract A upon which the AESA Prep Academy may be operated and Tract B, upon which a tennis, swim, and exercise facility may be operated provided that such facilities have their sole access directly from Hwy. 290 and do not otherwise cause unreasonable traffic, noise, or other nuisance. If required by the City of Dripping Springs or other governmental authority, a gated emergency access may be maintained at the common lot line between Tracts A and B, as may be amended, onto Canonade. The operation of AESA Prep Academy upon Tract A is further restricted to a maximum of 100 students, with no overnight residents. Also, subject to the prior written consent of the Architectural Committee, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

IN WITNESS WHEREOF, Michelle Coffey, President of The Key Ranch at the Polo Club Homeowners Association, Inc., hereby executes this First Amendment to the Declaration to be effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

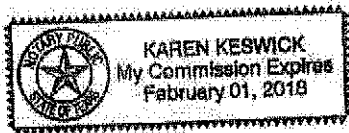
THE KEY RANCH AT THE POLO CLUB  
HOMEOWNERS ASSOCIATION, INC.

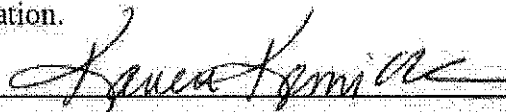
By:   
Michelle Coffey, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This First Amendment to the Declaration was acknowledged before me on the 10<sup>th</sup> day of September, 2015, by Michelle Coffey, President of The Key Ranch at the Polo Club Homeowners Association, Inc., on behalf of the Association.



  
Notary Public in and for the State of Texas

**AFTER RECORDING, RETURN TO:**

The Weichert Law Firm  
3821 Juniper Trace, Suite 106  
Austin, TX 78738



Hays TX  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2015 15030969

Instrument Number: 2015-15030969

Recorded On: September 29, 2015 As OPR RECORDINGS

Parties: THE KEY RANCH AT THE POLO CLUB HOMEOWNERS

Billable Pages: 2

To

Number of Pages: 3

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

OPR RECORDINGS 30.00  
Total Recording: 30.00

\*\*\*\*\* DO NOT REMOVE. 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: 2015-15030969  
Receipt Number: 409838  
Recorded Date/Time: September 29, 2015 01:20:40P  
Book-Vol/Pg: BK-OPR VL-5335 PG-787  
User / Station: B Parker - Cashiering #6

Record and Return To:

THE WEICHERT LAW FIRM  
3821 JUNIPER TRACE  
SUITE 106  
AUSTIN TX 78738



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas.

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

15/ITC/ 1948637 -HBB

**SECOND AMENDMENT  
TO THE THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB**

WHEREAS, The Key Ranch at the Polo Club Homeowners Association, Inc., a Texas non-profit association (the "HOA"), has been granted the powers of amending and enforcing under the THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE KEY RANCH AT THE POLO CLUB filed of record in Volume 3257, Page 413 of the Official Public Records of Hays County (as the same may have been amended, restated or otherwise modified, the "Declaration"); and

WHEREAS, School Bell Properties, LLC, a Texas limited liability company ("SBP") is a Member of the HOA pursuant to its ownership of Lot B-1 (11.43 acres), Amending Plat of Tract A & B of Amended Plat of Tract A, Tract B, Tract C, Tract D, Tract G, Tract I and Tract L of Key Ranch at the Polo Club and Amended Plat of Tract E, Tract F, Tract H, Tract J, Tract K, Tract E, Tract F, Tract H, Tract J, Tract K, Tract M, Tract N and Tract O of Key Ranch at the Polo Club, Volume 8, Page 374-377, according to the map or plat thereof recorded as Document No. 16025068, Official Public Records, Hays County, Texas ("Lot B-1"); and

WHEREAS, SBP has contracted to subdivide Lot B-1 into two tracts, one being 2.37 acres and the other being approximately 9.06 acres, and sell the 2.37 acre tract to Creed Polo Club LLC, a Texas limited liability company ("Creed"); and

WHEREAS, pursuant to a Development Agreement dated August 27, 2020, by and between the HOA, SBP and Creed, as modified by First Amendment to Development Agreement dated effective as of December 20, 2019 and Second Amendment to Development Agreement dated effective as of March 27, 2020 (collectively, the "Development Agreement"), the HOA has agreed to remove from the Declaration 2.37 acres from the Property that is subject to the Declaration, with the remaining 9.06 acres out of Lot B-1 to remain subject to the Declaration and payment of assessments to the HOA; and

WHEREAS, Section 9.02 of the Declaration provides in relevant part that:

**"This Declaration may be amended by recording in the HAYS County Real Property Records an instrument executed and acknowledged by the President and Secretary of the Association setting forth the Amendment and certifying that such Amendment has been approved by Owners entitled to cast eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof"; and**

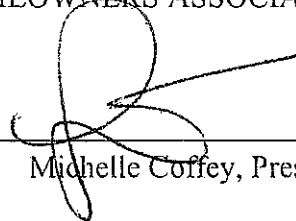
WHEREAS, at a duly called meeting of the Members held on December 4, 2019, wherein a quorum was present, The Key Ranch at the Polo Club Homeowners Association, Inc. did approve by a vote in excess of 80 percent of the total votes allocated to property owners in The Key Ranch at the Polo Club Homeowners Association, Inc., the amendment of **Section 1.22 Property** of the Declaration.

**NOW THEREFORE**, it is hereby declared that Section **1.22 Property** of the Declaration is hereby amended to remove the 2.37 acres shown by the Plat of Lots B-1-A & B-1-B, Being a Replat of Lot B-1, Key Ranch at the Polo Club, Hays County, Texas, as recorded in Instrument Number 20026645 in the Plat Records of Hays County, Texas, as property subject to the Declaration.

*[signature page immediately follows]*

IN WITNESS WHEREOF, Michelle Coffey, President of The Key Ranch at the Polo Club Homeowners Association, Inc., and Joe Lednicky, Secretary and Treasurer of The Key Ranch at the Polo Club Homeowners Association, Inc., each hereby executes this Second Amendment to the Declaration to be effective on the recording hereof in the Official Public Records of Hays County, Texas.

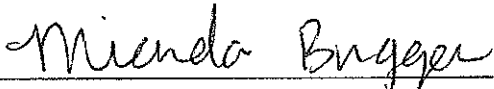
THE KEY RANCH AT THE POLO CLUB  
HOMEOWNERS ASSOCIATION, INC.

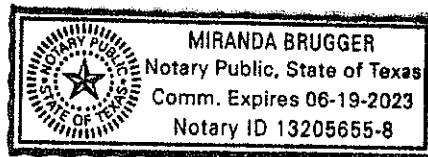
By:   
Michelle Coffey, President

THE STATE OF TEXAS

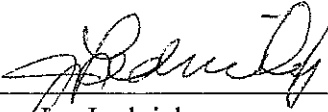
COUNTY OF Travis

This Second Amendment to the Declaration was acknowledged before me on 4<sup>th</sup> August 2020, by Michelle Coffey, President of The Key Ranch at the Polo Club Homeowners Association, Inc., on behalf of the Association.

  
Notary Public in and for the State of Texas



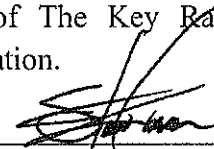
THE KEY RANCH AT THE POLO CLUB  
HOMEOWNERS ASSOCIATION, INC.

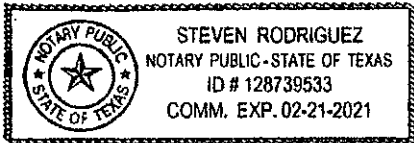
By:   
Joe Lednicky,  
Secretary and Treasurer

THE STATE OF TEXAS

COUNTY OF Tarrant

This Second Amendment to the Declaration was acknowledged before me on 8/5/2020 2020, by Joe Lednicky, Secretary and Treasurer of The Key Ranch at the Polo Club Homeowners Association, Inc., on behalf of the Association.

  
Notary Public in and for the State of Texas



**AFTER RECORDING, RETURN TO:**

The Weichert Law Firm  
3821 Juniper Trace, Suite 106  
Austin, TX 78738

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20034080 AMENDMENT  
08/12/2020 02:02:18 PM Total Fees: \$38.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

