

**THIRD 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 Dec. 9th 2021, 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 Article III - General Restrictions.

NOW THEREFORE, it is hereby declared that Article III is hereby amended to include:

3.39 Nothing in this Declaration shall prevent the rental of any residence by the Owner for private, residential purposes; provided that: (i) upon acquiring an ownership interest in a Lot, the Owner may not lease or rent the residence until the expiration of twelve (12) months from the date of the recording of the deed which conveys title to the Lot to the Owner; (ii) all leases and/or rentals must be for terms of at least six (6) months; and (iii) no portion of a Lot other than the entire Lot may be leased or rented.

Short-term rentals of or transient stays at a residence are strictly prohibited, i.e. any term less than 6 consecutive months. All leases shall be in writing and shall comply with and be subject to the provisions of this Declaration and the provisions of the same shall be deemed incorporated into any lease of a Lot.

Notwithstanding the foregoing, Owners may allow the temporary use of the Owner's guest-house by the Owner's guests when the Owner is present and without compensation to the Owner of any kind. The Board of Directors is hereby authorized to adopt reasonable rules and restrictions related to leasing and occupancy of residences, including penalties for violations thereof.

IN WITNESS WHEREOF, Brian Allgyer, 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 Hays County, Texas.

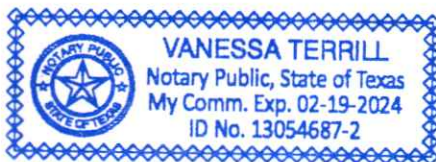
THE KEY RANCH AT THE POLO CLUB
HOMEOWNERS ASSOCIATION, INC.

By: Brian Allgyer
Brian Allgyer, President

THE STATE OF TEXAS

COUNTY OF HAYS

This Third Amendment to the Declaration was acknowledged before me on the 25th day of February, 2022, by Brian Allgyer, President of The Key Ranch at the Polo Club Homeowners Association, Inc., on behalf of the Association.



Vanessa Terrill
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.

22012995 DECLARATION
03/16/2022 10:10:59 AM Total Fees: \$30.00

 Elaine H. Cardenas

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