

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2026-00004984

As

Recorded On: 04/09/2026 11:45 AM Recordings - Land

Parties: KEY RANCH ESTATES PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 11 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 61.00

File Information:

Document Number: 2026-00004984

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Recorded Date/Time: 04/09/2026 11:45 AM

Recorded By: Marilet Zumaya

*****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.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright", is written over the printed name.

County Clerk
Henderson County, Texas

Record and Return To:

KEY RANCH ESTATES PROPERTY
324 LAZY CANE RANCH RD

TRINIDAD, TX 75163



Key Ranch Estates POA Rules and Regulations-

(Amended 04/08//2026)

Although general restrictions may be contained within the CC&R's, POA's typically adopt separate (usually more lengthy and specific) "rules and regulations". The POA Board has discretion to adopt rules and regulations, provided they do not violate any state or federal law and do not conflict with the terms of the CC&R's. Rules and regulations can cover anything from prohibiting broken cars and trash in your yards, to regulating the height of fences, or to having a closing time for their parks. The purpose of the POA is to do what's best for the common good and value of our community, regardless of whether all individual owners agree. Current owners should make themselves familiar with the rules and regulations and keep up with any changes. If you know of or witness someone in the community who violates these rules/regulations or deed restrictions, please make a note of it, take a photo of it, and contact a board member.

Community Center

\$100 deposit will be required for all Members who reserve the Community Center. No exceptions. Deposit will be refunded once the Center has been inspected for cleanliness and the key returned.

No bounce house, water slides, or similar items are allowed to be used at the Community Center due to the liability issues.

Parks and Ramps

All parks/ramp facilities will close no later than 11:00pm. Fishing from the piers by property owners and their guests is allowed after 11:00pm, however all noise must be kept to a minimum.

Our parks/ramps are owned by Key Ranch Estates POA and used by those due paying members who have legal access. Members are responsible for the behavior of their guests, including damages. Any unauthorized use of the parks/ ramps will be considered trespassing.

The parks/ramps in Key Ranch were designed to give "off water" lots access to the water. Each off-water lot has an easement at the rear of the property, which is the ONLY access to the closest park/ramp. To find an off-water lot's access route to a park/ramp, please visit our website. Each lot's easement is routed in red on the map section of our website. You are only able to use a park/ramp via your own off water lot and easement. Using property you do not own to access a park/ ramp will be considered trespassing.

If you do not have access/easement to a park/ramp and need to occasionally launch or remove your watercraft, please visit our website to contact the Parks/ Ramps Director.

Members that have access to a locked boat ramp will be given the code to use that ramp. However, if that member shares the code with any other person, that member risks their opportunity of receiving that code in the future.

No ground fires, burn piles, or fireworks are allowed in Key Ranch Estates POA parks. No dumping of leaves, tree limbs, or debris in parks. Any dumping, burning, or fireworks in Key Ranch Estate Parks will be considered a violation and result in a fine.

Use of the Key Ranch Estates parks and boat ramps is a privilege to our Members and any misuse or dangerous use of the premises may result in the privilege being suspended.

Guests are not permitted to use the parks/ramps unless accompanied by the Key Ranch Estates POA Member. Member is defined as the person who pays the annual assessment, has their name on the deed, and remains in good standing with no outstanding assessments.

No member shall leave a boat or any type of watercraft/equipment tied up or anchored at any boat ramp. This type of activity interferes with other Members using the parks/ramps and will be viewed as a rule violation.

Each Owner acknowledges that certain recreational facilities including, but not limited to, boat ramps and parks, are provided for the use and enjoyment of the Owners and residents, and their respective families and invitees. Owners hereby acknowledges that there are risks associated with the use of any such recreational facilities and that all users of such facilities are solely responsible for such risk. Each owner, by accepting a deed to a lot, acknowledges that he or she has not relied upon the representations of the association with respect to the safety of any recreational facilities or other common properties within Key Ranch Estates POA.

Overnight camping in Key Ranch Estates Parks is not allowed for any reason.

Under no circumstances are contractors with commercial vehicles/barges and/or heavy equipment allowed to use Key Ranch Estates POA Private Parks or Ramps. Public boat ramps are available on Cedar Creek Lake for these companies to utilize.

Lease/Rental

After #3 of Key Ranch Estates Subdivision Deed Restrictions has been completed and approved by Key Ranch POA, the following steps will need to be completed prior to leasing/renting of the property. As used herein, the term "lease" or "rental" shall mean and refer to an agreement or understanding

between the Owner of a Lot/House and another person or entity (the "tenant"), whereby the Owner agrees to permit the tenant to use the Owner's Lot/House or any portion thereof for any duration of time in return for any form of consideration or benefit including, but not limited to, a payment, a fee, service, gratuity or emolument. Lots/Houses may be leased/rented only in their entirety and, if leased/rented, must be for the exclusive use of the tenant. No fraction or portion of a Lot/House may be leased/rented (e.g. the lease/rental of a bedroom or of the pool separate from the lease/rental of the entire Lot/House is prohibited). **ALL LEASE OR RENTALS MUST BE IN WRITING AND FOR AN INITIAL TERM OF NOT LESS THAN TWELVE (12) MONTHS**, provided that the lease/rental of a Lot/House from a new Owner to a prior Owner in connection with the sale of a Lot/House is permitted for a period of less than twelve (12) months.

Thereafter, lease/rentals may be renewed on an annual basis, provided the Owner must notify the Board of the Owner's intent to renew the lease/rental as provided below, and further provided that the lease/rental meets the standards and criteria set out in this Section. No short-term rentals or transient tenants may be accommodated on a Lot/House or any portion thereof. Lot/House may not be used, leased, or rented for hotel purposes. For purposes of this Section, "short-term rentals" shall mean lease/rental periods of less than twelve (12) months, including leasing/renting a Lot/House or a portion thereof on an hourly, nightly or weekly basis. Owners may not list their Lot/House or any portion thereof as for lease/rental on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com, swimply.com, or other vacation or short-term rental websites. If your lot/house is listed on a short-term rental site, it will be considered a violation of our rules and regulations, and you shall be assessed a fine until the listing is removed. There shall be no subleasing or assignment of leases unless prior written approval is obtained from Key Ranch POA Board.

An Owner shall provide to the Association notice of the Owner's intent to lease the Owner's Lot/House or any portion thereof, together with such additional information as may be required by the Board, not less than ten (10) days prior to the execution of the lease. Key Ranch will require a copy of the lease/rental agreement, along with name and contact information of the tenant(s). The Owner must make available to the lessee copies of the Declaration, Bylaws and all rules/ regulations or policies adopted by the Board (the "Governing Documents"). In the event of a tenant's violation of the Governing Documents, the owner is responsible for his or her tenant's compliance. If the Owner fails or refuses to enforce his or her tenant's compliance, the Association may pursue the remedies of a landlord under the lease and state law for the default, including eviction of the tenant. The Owner is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner's tenant.

No Lot/House shall be made subject to any type of time sharing, fraction-sharing or similar program whereby the right to use of the Lot/House or any portion thereof rotates among members of the program on a fixed or floating time schedule over a period of time.

General Rules/Regulations

No mobile, modular, park model, barndominiums, or tiny homes are allowed in Key Ranch Estates.

No undeveloped property may be used for vehicle storage, such as RVs of any kind, trailers, boats or other vehicles, unless you own a residence in Key Ranch Estates on the same lot or adjoining lot.

No structure of a temporary character, trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. This includes any type of RV's or camp trailers. Each resident is allowed to park their recreational vehicles on the property they own as long as the vehicles are licensed in the deed owner's name. You are not allowed to store other people's vehicles, boats, trailers, or recreational vehicles in Key Ranch Estates. If you have more than one boat or RV, a board member will contact you by mail for a copy of the license/registration for your duplicate recreational vehicles; boats; trailers.

No garage, shed, shop or other outbuilding can be constructed on any lot unless there is a residence in Key Ranch Estates belonging to the same Owner on the same lot or a lot owned by the same Owner directly adjoining on either side of the lot on which the residence resides, not across the road.

Except for signs of the Association, no sign of any kind shall be displayed to the public view on the Common Properties without the prior written approval of the Board. No signs of any kind shall be displayed to the public view on a Lot except for the following: (i) one (1) sign advertising a Lot for sale (for lease signs are strictly prohibited); and (ii) political signs not exceeding four (4) feet by six (6) feet in size advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal (but no more than one such sign for each candidate or ballot item) provided that such signs are ground-mounted, and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election, and do not violate any of the provisions of Section 259.002 of the Texas Election Code; (iii) personal signs indicating school affiliations, social events, birth announcements and similar type signs provided they are removed within thirty (30) days following installation; and (iv) two signs not exceeding one square foot in size each indicating that a Residence is monitored by a security company. No sign may be displayed in a window of a home. The Association shall have the right to issue a violation, for a billboard or other advertising structure that does not comply with this restriction or which, in the Board's sole discretion, are unsuitable for the community.

No livestock or animals shall be kept on the lots except dogs, cats, and other household pets, and they shall not be kept, bred or maintained for any commercial purpose. Dogs shall be kept on a leash or otherwise confined whenever outside the Residence or the enclosed portion of the Lot. The pet owner is responsible for the removal of his or her pet's waste. A pet owner must prevent his or her pet from relieving itself on the Common Properties or the Lot of another Owner. Structures designed to keep or contain pets, including dog houses, animal pens, dog runs and the like, must be placed in a location on the lot that is not visible from outside the lot. Owners of pets which are permitted to roam free, endanger the health of the community occupants, make objectionable noise or constitute a nuisance or inconvenience to the occupants of other Lots shall receive a written notice of a rules/regulations violation which shall lead to a fine until the issue is resolved.

Owners shall keep their lots and surrounding areas in a clean, neat, and orderly condition. The outdoor storage of junk, unused furniture, equipment, tools, appliances, building materials, old tires, or other miscellaneous items that detract from the visual appearance of the community are prohibited. Residents must ensure that grass and landscaping are regularly mowed and groomed to maintain the overall aesthetic and curb appeal of the neighborhood.

In addition to any other enforcement rights available to Key Ranch Estates POA Board, if any Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Special Assessment. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry if required by applicable law, except when immediate entry is required due to an emergency situation. The Association shall have the power to levy Specific Assessments against a particular Lot as follows: (a) To cover costs incurred in bringing a Lot into compliance with the provisions of all the Governing Documents; (b) for fines levied pursuant to the Governing Documents; (c) for damages caused to the common areas by an Owner, his or her family members, tenants, guests, invitees, or contractors; and (d) for any other cost or expense authorized by the Governing Documents to be levied against an Owner and his or her Lot which is not part of the Annual Assessment.

Construction Rules and Regulations

All sewage systems shall follow TRWD requirements. <https://www.trwd.com/resources/permits/>

No person or entity shall alter the grading or drainage of any Lot or interfere with the established drainage pattern over any part of the property unless an adequate alternative for proper drainage has been approved by Key Ranch Estates POA Board.

All residences must be site built, and no dwelling can be constructed elsewhere and moved into Key Ranch Estates.

If any construction is found to be in violation of our governing documents (deed restrictions and rules/regulations), the member will receive a cease construction letter, and all construction must immediately cease until the violation is corrected. Failure to cease construction upon notice will result in a daily fine of up to \$200, beginning on the date of said notification, and continuing until on site confirmation that construction has in fact ceased.

Interior lots that have a 10ft utility/access easement in the rear of the lot, provide easement to utilities and our parks/ramps. That 10 ft easement shall not be built in, blocked or fenced in for any reason. This easement is shown on the Henderson County Plat that can be located at Henderson County, or you can also see them on Keyranchpoa.com. Key Ranch Estates POA Board does have the right to remove anything placed in these easements.

Key Ranch POA Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals, although nothing shall be construed herein as requiring the review of applications by such professionals.

Fencing

1. Maximum height for fencing is 6'0". Fencing for waterfront lots to be a maximum of 4'0" on the rear of the lot.
2. Privacy fencing is limited to the sides of the lot from the front edge of the residence to the rear property and along the rear of the lot. For waterfront lots, it is limited to the sides from the front edge of the residence to the back edge of the residence.
3. Front fencing and fencing on the rear of waterfront lots are to be iron or chain link.
4. Fencing is not allowed in access easements.
5. If your request for a fence does not fit in the requirements above, you will have to go before the board to request a variance.

Trash Cleanup:

Must have a dumpster/trash bin on site and trash must be picked up daily. Trash shall be hauled off once per week or as needed to prevent trash containers from overflowing onto the property. Putting trash on other people's property, burning trash or debris, disposal of chemicals or hazardous materials is not permitted. Discarding wood, trees, limbs, chunks of concrete or any other construction debris onto other people's property, parks, or vacant lots is a violation of our deed restrictions and property owners will be held responsible. All concrete trucks are to be washed out on the property they delivered the concrete to. Violating this rule will result in a fine to be determined by the board. In addition, all cleanup costs and fees will be charged to the property owner.

Noise:

Construction noise and loud music shall be kept at a minimum in respect to all Key Ranch Estates residents.

Trespassing:

Key Ranch Estates parks, other people's property, or vacant lots are NOT to be used to take breaks, storage of any materials, trash, equipment, vehicle parking, etc. No use of other people's water, electricity, or other utilities will be permitted. Henderson County Sheriff's office will be contacted about any violations of any property surrounding the permitted property. **Destruction or Altering of Others Property or Parks:** No other people's property or parks will be disturbed by digging up grass or landscaping; over spraying of paint or other construction materials; blocking access or altering drainage of properties.

Permit Fees:

Permit fees must be paid prior to the review of any permit. All permit applications must be submitted as a complete package including permit request form, survey, site plan and drawings. Incomplete packages will not be reviewed. Nonconforming permit applications must be resubmitted as a complete package including the items above. Any changes to the drawings or scope of work must be re-submitted to the POA Building Permits/Deed Restrictions Director for approval. Non-compliance with any of the above could result in removal of construction at the owner's expense. With the second submittal, a fee of 25% of the original permit cost will be charged for each submittal. Additional fee must be paid in advance of any review.

Limitation of Liability Review and approval of any application pursuant to a building permit is made on the basis of aesthetic considerations only, and Key Ranch Estates POA Board shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. Neither the Association, the Board, nor members of any of the foregoing, shall be held liable for soil conditions, drainage, or other general site work, or for any defects in Plans revised or approved hereunder, or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

No approval by the Key Ranch Estates POA Board shall constitute or be deemed to constitute any representation or warranty of the adequacy or fitness of any improvements approved by Key Ranch Estates POA Board, nor shall the members have any liability regarding such adequacy or fitness. Neither the Board, the Committee, the Association, nor the officers, directors, members, employees or agents of any of them, shall be liable to damages to anyone submitting and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications, and every Owner of any of said property agrees that it will not bring any action or suit against the Board, the Committee, the Association, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, promises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance.

Any work performed in violation of Key Ranch POA construction rules and regulations shall be deemed nonconforming. Upon written request from the Board, the Owners shall, at their own cost and expense, cure such nonconforming work or remove such structure or improvement and restore the Lot to substantially the same condition as existed before the nonconforming Work. Should an Owner fail to remove or restore as required hereunder, Key Ranch POA Board Directors or their designees, shall have the right to enter the Lot and remove or cure the violation. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Special Assessment.

In the event that any Person fails to commence and diligently pursue the completion of all approved work, Key Ranch POA Board shall be authorized, after providing notice and an opportunity to cure to the Owner (except in the case of an emergency), to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the Lot and the Owner thereof as a Special Assessment.

FEE SCHEDULE FOR KEY RANCH ESTATES POA PROPERTIES:

DUES:

Annual Dues per Lot	\$50.00
Late Fee to be charged per lot on unpaid dues as of July 11 th	\$50.00

Mowing:

Mowing fee per lot for Undeveloped Lots Annually	\$75.00
Late fee to be charged per lot on unpaid mowing fee as of July 11 th	\$50.00

Title Work:

Resale Certificate Preparation	\$300
Updated Resale Certificate Preparation	\$75
Real Estate Transfer Fee per transaction	\$300

Building Permit Fees:

New House Permit / Addition	\$0.50 per Sq. Ft.
Garage / Storage Building over 200 Sq. Ft	\$0.25 per Sq. Ft.
Deck	\$100.00
Porch	\$50.00
Carport	\$50.00
Shed / Storage Building 200 Sq. Ft or less	\$50.00
Fence	\$50.00
Driveway	\$50.00

Resubmittal Fee: There will be a 25% of the permit fee for each resubmittal of the permit.

IN WITNESS THEREOF, this Property Owners' Association Rules and Regulations is hereby executed by its duly authorized agent on this 9th day of April, 2026.

Key Ranch Estates Property Owners Association,
A Texas non-profit corporation.

By: Marcella McKinney

Printed Name: Marcella McKinney

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Marcella McKinney President
(Name) (Title)

of **KEY RANCH ESTATES PROPERTY OWNERS' ASSOCIATION**, a Texas nonprofit corporation, and acknowledged that (s)he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 9 day of April, 2026



Trena Mitchell

Notary Public in and for
the State of Texas

My Commission Expires: 9/2/29