

AFTER RECORDING RETURN TO:

Meritage Homes Corporation
8800 E. Raintree Dr., Suite 300
Scottsdale, AZ 85260
Attention: Texas Regional Counsel

BIG SKY RANCH

FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION [RESIDENTIAL]

Hays County, Texas

Declarant: MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

Cross-reference to: (i) Big Sky Ranch Master Covenant [Residential], recorded as Document No. 200002752 in the Official Public Records of Hays County, Texas, as amended from time to time; and (ii) Big Sky Ranch Development Area Declaration [Residential], recorded as Document No. 200002813 in the Official Public Records of Hays County, Texas, as amended from time to time.

BIG SKY RANCH
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

This First Amendment to Development Area Declaration for Big Sky Ranch [*Residential*] (this "**Amendment**") is made and executed by **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company ("**Declarant**"), and is as follows:

1. **Amendment.** Pursuant to the authority granted to Declarant in Section 5.5 of that certain Big Sky Ranch Development Area Declaration [*Residential*], recorded as Document No. 200002813 in the Official Public Records of Hays County, Texas (the "**Development Area Declaration**"), Section 2.2 of the Development Area Declaration is hereby deleted in its entirety and replaced with the following:

"2.2 Rentals. Nothing in this Development Area Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents and obtain written acknowledgement from lessee of the receipt of same. Notice of any lease, together with email and phone number of any Occupants and such additional information as may be required by the Board, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence. Notwithstanding anything to the contrary herein or in the Covenant, the terms of this Section 2.2 cannot be changed without the express written consent of WAN PACIFIC REAL ESTATE DEVELOPMENT, LLC for as long as WAN PACIFIC REAL ESTATE DEVELOPMENT, LLC actually owns Lots in the Development Area."

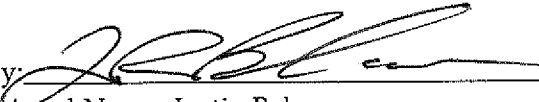
2. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Development Area Declaration. Except as modified by this Amendment, all terms and provisions of the Development Area Declaration shall remain unchanged and in full force and effect.

EXECUTED to be effective as of the 17TH day of January, 2023.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

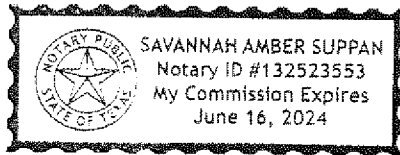
By: 
Printed Name: Justin Belmore
Title: Vice President of Land Acquisition

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on January 17, 2023, by Justin Belmore, Vice President of Land Acquisition of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



**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.

23001553 DECLARATION
01/17/2023 02:49:07 PM Total Fees: \$34.00

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

