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AFTER RECORDING, RETURN TO: JOSHUA D. BERNSTEIN, ESQ. NORTON ROSE FULBRIGHT US LLP 98 SAN JACINTO BLVD., SUITE 1100 AUSTIN, TEXAS 78701

NORTON ROSE FULBRIGHT

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDINGS AT WELLS BRANCH

Travis County, Texas

Declarant:

KB HOME LONE STAR, INC., a Texas corporation

Cross-reference to that certain <u>Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch</u>, recorded as Document No. 2015195911, in the Official Public Records of Travis County, Texas.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDINGS AT WELLS BRANCH

This <u>First Amendment to Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch</u> (this "Amendment") is made by **KB HOME LONE STAR, INC.**, a Texas corporation ("Declarant"), and is as follows:

RECITALS:

- A. Declarant previously executed that certain <u>Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch</u>, recorded as Document No. 2015195911, in the Official Public Records of Travis County, Texas (the "Declaration").
- B. Section 7.5(a) and Section 3.2 of the Declaration provides that Declarant shall have the right to execute and record amendments to the Declaration, without the consent or approval of any other party as long as Declarant is a Class B Member, by recording in the Official Public Records of Travis County, Texas, an instrument setting forth the amendment executed and acknowledged by Declarant. At the time of this amendment's recordation, Declarant met the requirements to vote as a Class B Member.
 - C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

- 1. Rentals. Section 6.22 is hereby added to the Declaration as follows:
- 6.22 <u>Rentals.</u> Nothing in this 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 Declaration, including amendments thereto. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.
- 2. <u>Miscellaneous</u>. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[signature page follows]

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

KB HOME LONE STAR, INC.,

a Texas corporation

Bv:

Shawn Kirkpatrick, Director of Public Affairs

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this

day of October

2018, by Shawn Kirkpatrick, Director of Public Affairs of KB HOME LONE STAR, INC., a Texas corporation, on behalf of said corporation.

[seal]

lotaly Public, State of Texas

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

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October 25 2018 01:58 PM FEE: \$ 34.00 **2018167911**