

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



**SECOND 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 Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch, recorded as Document No. 2015195911, in the Official Public Records of Travis County, Texas; and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch, recorded as Document No. 2018167911, in the Official Public Records of Travis County, Texas.

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

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch (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 Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch, recorded as Document No. 2015195911, in the Official Public Records of Travis County, Texas; and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Landings at Wells Branch, recorded as Document No. 2018167911, in the Official Public Records of Travis County, Texas (collectively, 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. **Xeriscaping**. Section 6.23 is hereby added to the Declaration as follows:

6.23 **Xeriscaping**. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Architectural Control Committee (the "**Committee**"). All Owners implementing Xeriscaping are encouraged to refer to the list of approved plants set forth in the Design Guidelines, if any, when designing their proposed Xeriscaping and otherwise comply with the following:

(a) **Application**. Approval by the Committee is required prior to installing Xeriscaping. To obtain the approval of the Committee for Xeriscaping, the Owner shall provide the Committee with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Committee is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Committee for approval; (ii) supervising installation or construction to confirm

compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Committee, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

- i. The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Committee. For purposes of this *Section 6.23*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Committee determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.
- ii. No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard (or which may be visible from a public street) or seventy percent (70%) of such Owner's back yard.
- iii. The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Committee.
- iv. Proper drainage must be maintained with no adverse effects to an adjacent property Owner's Lot.

(c) Process. The Committee will review the Xeriscaping Application in accordance with the terms and provisions of *Article V* of the Declaration. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 6.23* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Committee, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Committee may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the

Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Committee to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

2. **Miscellaneous.** 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

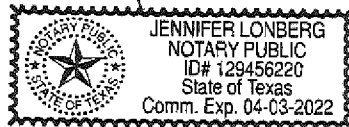
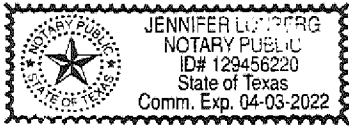
By: *Shawn A. Kirkpatrick*  
Shawn Kirkpatrick, Director of Public Affairs

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this 5th day of March, 2019, by Shawn Kirkpatrick, Director of Public Affairs of KB HOME LONE STAR, INC., a Texas corporation, on behalf of said corporation.

[seal]

*Jennifer Lonberg*  
Notary Public, State of Texas



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

March 05 2019 03:30 PM