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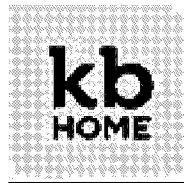


Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 25.00



AFTER RECORDING RETURN TO:

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ANSERRA

FORT BEND COUNTY, TEXAS

Declarant: KB HOME Lone Star Inc., a Texas corporation

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Anserra, recorded under Document No. 2013150672, in the Official Public Records of Fort Bend County, Texas.

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ANSERRA**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Anserra (the "**Amendment**") is made by **KB HOME Lone Star Inc.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions for Anserra, recorded as Document No. 2013150672, in the Official Public Records of Fort Bend County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Anserra, and recorded as Document No. 2014060564, in the Official Public Records of Fort Bend County, Texas (collectively, the "**Declaration**").

B. Pursuant to *Section 9.03* of the Declaration, the Declaration may be amended by the Declarant acting alone.

C. Declarant now desires to amend the Declaration as set forth hereinbelow.

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

1. **Definitions.** The definition of "Development Period" in *Article 1* of the Declaration is hereby in its entirety and is replaced with the following:

"**Development Period**" means the period of time beginning on the date when this Declaration has been Recorded, and ending fifteen (15) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property.

Furthermore, the following definition is hereby added to *Article 1* of the Declaration:

"**Maximum Number of Lots**" means the maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration. The Maximum Number of Lots for the purpose of this Declaration is four hundred (400). Until expiration or termination of the Development Period,

Declarant may unilaterally increase or decrease the Maximum Number of Lots by Recorded written instrument.

2. **Governance.** *Section 4.03* of the Declaration is hereby deleted in its entirety and is replaced with the following:

4.03 Governance. As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed to Owners other than Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed to Owners other than the Declarant or a Homebuilder, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individual(s) elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.


3. **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.

EXECUTED to be effective on the date this instrument is Recorded.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

KB HOME LONE STAR INC.,
a Texas corporation

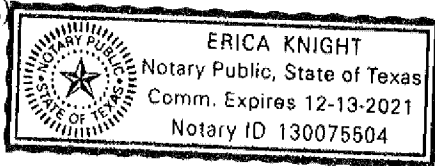
By: 
Printed Name: **Brett Dietz**
Title: **Division President**

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 13th day of December, 2019, by Brett Dietz, Division President of KB Home Lone Star Inc., a Texas corporation, on behalf of said corporation.

(SEAL)




Notary Public Signature