

AFTER RECORDING RETURN TO:

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
LANDMARK POINTE**

**Landmark Pointe (Cibolo) Homeowners' Association, Inc.,
a Texas non-profit corporation**

Guadalupe County, Texas

DECLARANT: KB HOME LONE STAR, INC., a Texas corporation

Cross-reference to that certain Declaration of Covenants, Conditions and Restrictions for Landmark Pointe, recorded as Document No. 13-019941 in the Official Public Records of Guadalupe County, Texas, as the same may be amended from time to time (collectively, the "Declaration").

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LANDMARK POINTE**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Landmark Pointe (the "**Amendment**") is made and executed by **KB HOME LONE STAR, INC.**, a Texas corporation (the "**Declarant**") and is as follows:

RECITALS:

- A. Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions for Landmark Pointe, recorded under Document No. 13-019941, Official Public Records of Guadalupe County, Texas, as amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Landmark Pointe, recorded under Document No. 201899022866, Official Public Records of Guadalupe County, Texas (collectively, the "**Declaration**").
- B. Pursuant to *Article VII, Section 7.5(a)* of the Declaration, the Declaration may be amended, from time to time, by the Declarant until termination of the Class "B" membership.
- C. The Class "B" membership has not yet been terminated.
- D. Terms used but not defined in this Amendment will have the meaning subscribed to such terms in the Declaration.
- E. **NOW THEREFORE**, the Declarant provides the following supplemental provisions pertaining to basketball goals:
 - 1. **Article VI, Section 6.7(x)**. *Section 6.7(x)* is hereby deleted in its entirety and replaced with the following:

6.7(x) Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Neither permanent nor portable basketball goals are permitted in any street right of way. Portable basketball goals are permitted on a Lot, but must be stored in the rear of the Lot or inside a garage when not in use. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Architectural Control Committee prior to being placed on any Lot.

EXECUTED to be effective as of the 15 day of January, 2020.

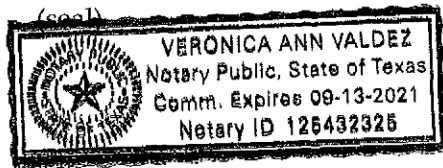
DECLARANT:

KB HOME LONE STAR, INC., a Texas corporation

By: _____
Name: Rob Wasyluk
Title: Division President

THE STATE OF TEXAS §
 §
COUNTY OF Brewer §

This instrument was acknowledged before me on the 15th day of January, 2020, by Rob Wasyluk as Division President of KB Home Lone Star, Inc., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

202099001576

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
01/21/2020 02:56:38 PM PAGES: 3 LEAH
TERESA KIEL, COUNTY CLERK



Teresa Kiel