



**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MCKINNEY PARK EAST**

THE STATE OF TEXAS

COUNTY OF TRAVIS

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MCKINNEY PARK EAST (this "Amendment") is executed to be effective as of the date set forth below by KB Home Lonestar LP (the "Declarant").

RECITALS

WHEREAS, KB HOME LONE STAR, L.P., a Texas limited partnership ("Declarant"), filed for record that certain Declaration of Covenants, Conditions and Restrictions for McKinney Park East, recorded as Document No. 2002199012, Official Public Records of Travis County, Texas (as supplemented, the "Declaration") and made the same applicable to that certain real property described as follows:

McKinney Park East, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200200283 in the Official Public Records of Travis County, Texas;

WHEREAS, the Declarant did subject that certain property known as McKinney Park East, Sections 2 & 3 to the terms and provisions of the Declaration by Supplemental Declarations of record as Document Nos. 2004233932 and 2006031992 respectively, in the Official Public Records of Travis County, Texas; and

WHEREAS, Declarant did file that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for McKinney Park East, as Document No. 2008112941, Official Public Records of Travis County, Texas; and

WHEREAS, by Certificate of Merger duly filed with the Texas Secretary of State on June 28, 2007, KB HOME LONE STAR, L.P. was merged into KB HOME Lone Star, Inc., a Texas corporation, with the corporation succeeding to all rights, title and obligations of L.P., including those of Declarant as recited above; and

WHEREAS, Article 7.5 (a) of the Declaration, as amended and/or supplemented, provides in relevant part as follows:

"...Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party...for the purpose of correcting technical errors or for the purpose of clarification...."

WHEREAS, Declarant desires to modify the language of Article 6.7 (a) and (p) to clarify provisions related to construction of the Declaration in order to clarify provisions of the Declaration providing for the installation and construction of children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment and similar buildings and to remove some provisions from 6.7 (a) of the Declaration and consolidate such provisions in 6.7 (p) of the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Declaration hereby amends the Declaration for the above-referenced purposes by amending Article 6.7 (a) of the Declaration to read in its entirety as follows:

Article 6.7 (a) of the Declaration is amended to read in its entirety as follows:

No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

Article 6.7 (p) of the Declaration is amended to read in its entirety as follows:

Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property. Notwithstanding the foregoing, any storage building on a Property (including buildings for storage of lawn maintenance equipment constructed elsewhere) (a) may not exceed eight (8) feet in height, (b) may not be visible from any front or side street except for the portion of the building which may extend above the six-foot height limitation for fences within the Property, (c) must be made out of materials that are harmonious with the primary residence (i.e.- painted the same color as the house, shingles to match the house, etc.) and (d) must be located within all setback lines and easements affecting any Property. All structures addressed in this paragraph, whether constructed elsewhere or site built on the Lot, shall be submitted to and approved by the Association's Architectural Control Committee or its designated agent prior to construction or installation. As a condition of approval, the Architectural Control Committee shall have the right to require the Owner to locate the structure on the Lot in a location which, in the Committee's discretion, will minimize the visual impact of the structure on surrounding Lots and from adjacent streets.

The Declaration as defined herein is hereby ratified and confirmed, except as it may be inconsistent with this Second Amendment to the Declaration, in which case this Second Amendment will control.

Second Amendment to Declaration

No Further Changes. Except as expressly set forth in this Amendment, the Declaration shall remain unchanged and shall continue in full force and effect.

EFFECTIVE as of DECEMBER 14, 2010.

KB HOME LONE STAR INC.
a Texas corporation

By: [Signature]
John H. Zinsmeyer, Vice President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14th day of December 2010 by John H. Zinsmeyer, as Vice President of KB HOME Lone Star, Inc., a Texas corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



[Signature]
NOTARY PUBLIC, State of Texas

Return:

Weichert Law Firm
3821 Juniper Trace St 106
Austin TX 78738

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

Dec 29, 2010 09:43 AM 2010194380

DAVISD: \$24.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS