

**SECOND SUPPLEMENTAL AND AMENDED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**SPRINGBROOK  
(AMENDMENT)**

THIS SECOND SUPPLEMENTAL AND AMENDED DECLARATION is executed on the date hereinafter set forth by the undersigned officer of Springbrook (Houston) Homeowners' Association, Inc., a Texas non-profit corporation (hereinafter called the "Association") (the "Second Amendment"):

**WITNESSETH:**

WHEREAS, KB HOME LONE STAR, LP, as Declarant, executed that one certain Declaration of Covenants, Conditions, and Restrictions for Springbrook, which was recorded on March 28, 2003 under Harris County Clerk's File No. W536830, as amended by that one certain First Supplement to Declaration of Covenants, Conditions and Restrictions Springbrook (Annexation of Springbrook Section 2) which was recorded on June 30, 2003 under Harris County Clerk's File No. W790321 (as amended, the "Declaration"); and

WHEREAS, the Members of the Association now wish to amend certain terms of the Declaration to, among other things, strengthen the Association's collection procedures with respect to assessments; and

WHEREAS, Members having at least sixty six and two thirds percent of the outstanding votes (66 2/3%) may amend the Declaration, pursuant to the terms of such Declaration;

NOW, THEREFORE, by the requisite vote, the Members of the Association hereby declare that the real property described in the Declaration, whether originally described therein or annexed thereto, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE 1.  
Definitions**

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.  
Property Subject to the Declaration

The real property which is, by the recording of the Declaration and any Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration is all of the real property in the Subdivision, being the real property described in such Declaration and any Supplemental Declarations annexing additional real property thereto.

ARTICLE 3.  
Amendment

Pursuant to Article VII, Section 7.5 of the Declaration, the Declaration may be amended by the written consent of at least sixty six and two thirds percent (66 2/3%) of the outstanding votes of the Members, which requisite written consent have been obtained. In the event of any conflict between the Declaration and this Second Amendment, this Second Amendment shall control. Such amendment is hereinafter set forth:

Article IV, Section 4.1 is hereby deleted in its entirety and is replaced with the following language, as if originally included therein:

**"4.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, (ii) charges in connection with the transfer of a Lot, (iii) special assessments for capital improvements, and (iv) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reimbursement assessments and reasonable fines and fees as may be imposed in accordance with the terms of this Declaration. Such assessments, together with late charges, late fees, fines, interest (not to exceed the maximum legal rate), costs and reasonable attorneys fees actually incurred (collectively the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest costs and costs of collection thereof, as herein provided, shall be a charge on the Lot and shall be secured by a continuing vendor's lien which is hereby created and impressed for the benefit of the Association upon the Lot against which such Assessments are made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however the lien upon the Lot shall continue until paid."

Article IV, Section 4.4 is hereby amended to renumber the existing section **Special Assessments** as Section 4.4(a), and to add Section 4.4(b) as if originally included therein, as such additional language is set forth below:

**“4.4(b) Reimbursement Assessments.** The Board, subject to the provisions hereof, may levy a reimbursement assessment against any Owner (or Lot) if the failure of the Owner (or Lot), or of the Owner’s family, guests or tenants to comply with this Declaration, the By-Laws, or any rules applicable to such Owner and/or Lot shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of such reimbursement assessment shall be due and payable to the Association ten (10) days after notice to the Owner (or Lot) of the decision of the Board that such reimbursement assessment is owing. Any fines for assessed for non-compliance and/or late charges or late fees will also be deemed to be reimbursement assessments, to be secured and collected as such.”

Article IV, Section 4.8(b) is hereby deleted in its entirety and is replaced with the following language, as if originally included therein:

**“4.8(b)** Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the maximum rate allowed by law. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney’s fee, together with any late charges, fees, fines, and the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs, late charges, fines, fees and reasonable attorney’s fees shall be chargeable to the Owner in default. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.”

Article VI, Section 6.6(s) is hereby amended by deleting the complete first grammatical sentence in such subsection (s) and replacing it with the following language, as if originally included therein:

“No sign of any kind or character, including (a) any signs in the nature of a “protest” or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone’s decision to acquire a lot or residence in the Subdivision, shall be displayed to the public view on any Lot or from any

home on any Lot, except for those signs specifically approved as to size, fabrication and content by a resolution of the Board, and except for one professionally fabricated sign of not more than five square feet advertising the property for rent or sale, and signs used by a builder to advertise the property during the construction and sales period."

The balance of such subsection (s) remains unmodified.

Article VII, Section 7.2 is hereby amended by the addition of the following language to the end of such Section, as if originally included therein:

"Each Owner and every occupant of a Lot shall comply strictly with the Declaration, By-Laws, Articles of Incorporation, any rules promulgated by the Association, and the use restrictions, as they may be lawfully amended or modified from time to time. The Board of Directors may impose fines and other sanctions, which shall be collected as provided for herein for the collection of assessments, and are secured by the liens herein retained and/or granted. Further the Board may cause any rule, regulation, use restriction, covenant or condition to be complied with and bill the Owner the costs incurred by the Association to do so, along with an administrative fee as the Association may determine. "

This Supplemental Declaration is intended to comply with and does comply with Article VII, Section 7.5 of the Declaration and the Association, by execution and recordation of this Supplemental Declaration, has amended the Declaration as set forth herein. All real property shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as amended.

Executed this 9 day of May, 2011, by an officer to the Association to attest to the requisite written consent having been obtained.

SPRINGBROOK (HOUSTON) HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation 10

By: 

Name: Debra K. Busby

Title: President

STATE OF TEXAS

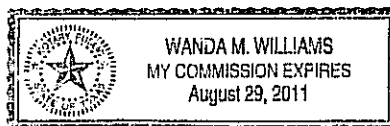
COUNTY OF HARRIS

This instrument was acknowledged before me on the 9<sup>th</sup> day of May, 2011, by ~~Wanda M. Williams~~ DEBRA K. BUSBY of Springbrook (Houston) Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said entity.

Wanda M. Williams  
Notary Public, State of Texas

After recording return to:

Sarah Ann Powers  
Hoover Slovac LLP  
5847 San Felipe, ste 2200  
Houston, Texas 77057  
351156-17



FILED FOR RECORD  
8:00 AM

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

MAY 26 2011

Stan Starnit  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

MAY 26 2011



Stan Starnit  
COUNTY CLERK  
HARRIS COUNTY, TEXAS