

CHICAGO TITLE  
GF# Nichols-LAN  
WOODLANDS

RETURN TO:  
Chicago Title  
1450 Lake Robbins Dr. #120  
The Woodlands, TX 77380

942-10-0020

3

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
2005-118581  
FOR  
MANSIONS VILLAS

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions Villas ("**Amendment**") is made as of the 18<sup>th</sup> day of October, 2005 by THE MANSION VILLAS, L.P., a Texas limited partnership (hereinafter sometimes called "**Declarant**").

**RECITALS:**

A. By instrument entitled "Master Declaration of Covenants, Conditions and Restrictions for Mansions Villas" recorded in Volume 2005, Page 118942, et seq., Official Public Records of Real Property of Montgomery County, Texas ("**Declaration**"), Declarant subjected certain real property in the development known as The Mansions Villas and more particularly described in the Declaration, to certain covenants, conditions and restrictions as set forth therein.

B. Declarant is the Declarant under the Declaration and the current owner of all of the Property covered by the Declaration.

C. Declarant is considering excluding certain Lots and adjoining Common Property from the Declaration and the Community, such potentially excluded property consisting of approximately 81-85 Lots and adjoining Common Property located at the eastern one-half of the Community, for the purpose of building thereon approximately 250 townhomes or similar units for sale or for rent in lieu of building single family Residences or Duplex Structures thereon as currently contemplated under the Declaration.

**AGREEMENTS:**

NOW, THEREFORE, Declarant hereby declares as follows:

1. Terms. All capitalized terms used herein shall have the meaning assigned to such term in the Declaration, unless otherwise expressly defined herein.

2. Excludable Property. Declarant shall have the right and power at any time and from time to time, without approval of any party, to remove and exclude from the Declaration such portions of the Property currently covered thereunder and continued to be owned by Declarant or an affiliate at the time of removal, as selected by Declarant in Declarant's sole discretion (any such property so selected and removed being referred to herein as the "**Removed Property**"); provided, however, after such removal: (i) any structures constructed on the Removed Property shall not exceed two stories in height, (ii) any structure constructed on the Removed Property shall be located at least 100 feet away

from any Residence or Duplex Structure constructed on a Lot remaining within the Community and (iii) the Removed Property must be used for residential use (which may include townhouses or other multifamily use).

3. Notice of Removal. Declarant may remove a Removed Property upon execution and recordation by Declarant of a notice ("**Removal Notice**"), which Removal Notice shall identify the Removed Property by legal description and recite that the Removed Property shall no longer be subject to the terms, conditions and restrictions of the Declaration and shall no longer be a part of the Community.

4. Effect of Removal Notice. Upon the filing of a Removal Notice by Declarant, without any further action required by any party, the Removed Property described therein shall no longer be subject to any of the terms, conditions and restrictions of the Declaration and shall no longer be a part of the Community. Without limitation, the Removed Property shall not be subject to any assessments under the Declaration, nor will the users of the Removed Property have use of the Common Areas under the Declaration. There may be one or more Removal Notices from time to time so long as the provisions hereof are complied with.

5. Separate Declaration. Declarant may subject any Removed Property to a separate Declaration of Covenants, Conditions and Restrictions for the Removed Property on such terms and conditions as Declarant may desire.

6. Miscellaneous.

(a) Headings. Section and other headings contained in this Amendment are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Amendment or any provision hereof.

(b) Invalid Provisions. If any one or more of the provisions of this Amendment, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Amendment and all other applications of any such provision shall not be affected thereby.

(c) Governing Law and Venue. The laws of the State of Texas and applicable federal law shall govern the validity, enforcement and interpretation of this Amendment. The obligations of the parties are performable and venue for any legal action arising out of this Amendment shall lie in Montgomery County, Texas.

**[SIGNATURE PAGE FOLLOWS]**

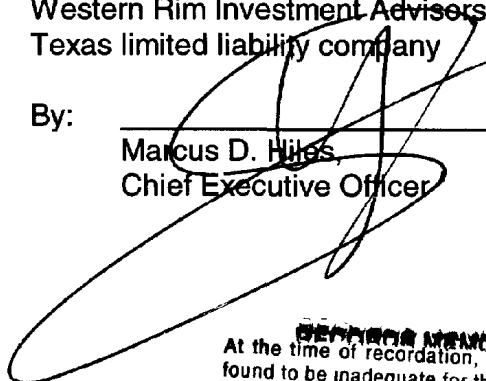
DECLARANT:

THE MANSION VILLAS, L.P.,  
a Texas limited partnership

By: Western Rim GenPar 04-1, L.P.,  
a Texas limited partnership

By: Western Rim Investment Advisors 04-1, LLC, a  
Texas limited liability company

By: \_\_\_\_\_  
Marcus D. Hiles,  
Chief Executive Officer

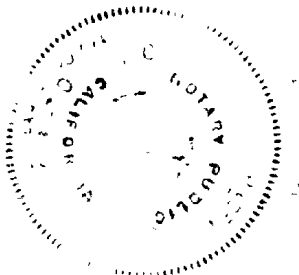


THE STATE of <sup>CALIFORNIA</sup> ~~TEXAS~~ §  
§  
COUNTY OF ORANGE §

**DEFERRED 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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

This instrument was acknowledged before me on the 18<sup>th</sup> day of Oct 2005, by Marcus D. Hiles, Chief Executive Officer of Western Rim Investment Advisors 04-1, LLC, a Texas limited liability company, general partner of Western Rim GenPar 04-1, L.P., a Texas limited partnership, general partner of The Mansion Villas, L.P., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public



FILED FOR RECORD  
05 OCT 25 PM 2:12

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify 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 at Montgomery County, Texas.

OCT 25 2005



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas