

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
MANSIONS - WOODLAND**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions - Woodland ("**Second Amendment**") is made as of the 15th day of August, 2006 by THE ESTATES-WOODLAND, L.P., a Texas limited partnership ("**Estates-Woodland**"), THE MANSIONS IN THE FOREST, L.P. a Texas limited partnership ("**Mansions in the Forest**"), THE MANSION VILLAS, L.P. a Texas limited partnership ("**Mansions Villas**"), WESTERN RIM INVESTORS 2006-6, L.P., a Texas limited partnership ("**Mansions Woodlands**") (hereinafter Estates-Woodland, Mansions in the Forest and Mansions Villas may be collectively referred to as the "**Original Declaring Parties**", and, together with Mansions Woodlands, the "**Declaring Parties**"), and The Mansions Villas Homeowners Association, Inc., a Texas non-profit corporation ("**Mansions Villas HOA**").

RECITALS:

A. By instrument entitled "Master Declaration of Covenants, Conditions and Restrictions for Mansions - Woodland" recorded under County Clerk File No. 2005- 10942, Official Public Records of Real Property of Montgomery County, Texas ("**Master Declaration**"), Original Declaring Parties subjected certain real property consisting of several project communities more particularly described in the Declaration, to certain covenants, conditions and restrictions as set forth therein. By instrument entitled Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions – Woodland" dated October 18, 2005 and recorded under County Clerk File No. 2005-18580, Official Public Records of Real Property of Montgomery County, Texas ("**First Amendment**"), Original Declaring Parties made certain amendments to the Master Declaration.

B. Mansions Villas is, on or about the date hereof, conveying certain property out of the Mansion Villas Project to Mansions Woodland, said property so conveyed being described more particularly on Exhibit "A" attached hereto (the "**Mansions Woodland Project**").

C. Pursuant to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions Villas being executed and recorded on or about the date hereof ("**Mansions Villas Second Amendment**"), executed by Mansions Villas, the Mansions Villas Declaration referred to in the Master Declaration is being amended so that the Mansions Woodland Project is being removed and excluded from the property currently covered by the Mansions Villas Declaration as more particularly described in the Mansions Villas Second Amendment.

D. The First Amendment contemplated possible removal of the Mansions

Woodland Project from the Mansions Villas Declaration and the impact thereof on the Master Declaration as set forth therein. The Declaring Parties and the Mansions Villas HOA desire to confirm such removal and the impact thereof under the Master Declaration and amend certain aspects of the resulting amendments to the Master Declaration as set forth in the First Amendment.

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 Master Declaration, unless otherwise expressly defined herein.

2. **Separate Community for Removed Property.** For all purposes under the Master Declaration, the Mansions Villas Project shall exclude the Mansions Woodland Project, and the Mansions Woodland Project shall constitute a separate Project under the Master Declaration. The "Projects" as defined in the Master Declaration shall now mean, collectively, the Estates-Woodlands Project, the Mansions in the Forest Project, the Mansions Villas Project and the Mansions Woodland Project.

3. **Change in Declarant.** Mansions Woodland is hereby substituted as the Declarant under the Declaration in lieu of Mansions in the Forest. The definition of "Declarant" in Section 1.1(e) of the Master Declaration shall be amended so that all references therein to "Mansions in the Forest" shall be deleted and "Mansions Woodland" shall be substituted in lieu thereof.

4. **Other Definitions.** The following definitions shall be added or amended under Section 1.1 of the Master Declaration:

(a) A new definition shall be added to Section 1.1 of the Master Declaration as subsection (r) thereof as follows:

"Mansions Woodland Project Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to the Mansions Woodland Project, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(b) Section 1.1(o) shall be restated as follows:

"Project Owner(s)" shall mean and refer to the Estates-Woodland Project Owner, the Mansions in the Forest Project Owner, and the Mansions Woodland Project Owner, collectively or generically

5. Association Membership. Section 3.1 of the Master Declaration is deleted in its entirety and the following is inserted in lieu thereof (and any conflicting provisions in the First Amendment are hereby deleted and amended to conform with the following):

Section 3.1. Membership. The Estates-Woodland Project Owner, the Mansions in the Forest Project Owner, the Mansions Woodland Project Owner and the Mansions Villas Association shall be the sole members in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Member's membership. Membership by the Estates-Woodland Project Owner, the Mansions in the Forest Project Owner and the Mansions Woodland Project Owner shall be appurtenant to and may not be separated from ownership of the Estates-Woodland Project, the Mansions in the Forest Project and the Mansions Woodland Project, respectively. Membership by the Mansions Villas Association is not transferable except to a successor entity fulfilling the role of the Homeowner's Association under the Mansions Villas Declaration. The Board may decide that a Member may not be entitled to vote or exercise any other right or privilege of membership if such Member is delinquent with respect to any assessments due hereunder.

6. Association Voting. Section 3.2 of the Master Declaration is deleted in its entirety and the following is inserted in lieu thereof (and any conflicting provisions in the First Amendment are hereby deleted and amended to conform with the following):

Section 3.2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". The Class "A" members shall consist of the Mansions Villas Association, the Estates-Woodland Project Owner and the Mansions in the Forest Project Owner. The Class "A" members shall be entitled to one (1) vote each.

(b) Class "B". The Class "B" member shall be the Mansions Woodland Project Owner. The Class "B" member shall be entitled to four (4) votes

7. **Association Management.** Section 3.3(c) of the Master Declaration is deleted in its entirety and the following is inserted in lieu thereof (and any conflicting provisions in the First Amendment are hereby deleted and amended to conform with the following):

(c) The Board of Directors shall consist of seven (7) directors as follows: (i) one (1) representative designated by each of Estates-Woodland Project Owner, Mansions in the Forest Project Owner and the Mansions Villas Association and (ii) four (4) representatives designated by the Mansions Woodlands Project Owner.

8. **Creation of Lien.** Section 4.2 of the Master Declaration is hereby deleted and the following is substituted in lieu thereof (and any conflicting provisions in the First Amendment are hereby deleted and amended to conform with the following):

Section 4.2. Creation of the Lien and Personal Obligation for Assessments. The Estates-Woodland Project Owner, the Mansions in the Forest Project Owner, the Mansions Woodland Owner and the Mansions Villas Association (and each Lot Owner within the Mansions Villas Project, through its payments to the Mansions Villas Association) covenant and agree, and by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (or, in the case of Lot Owners, to the Mansions Villas Association which in turn covenants and agrees to pay to the Association), or such other entity which may be designated by the Association to receive such monies as provided herein, (a) annual regular assessments or charges assessed by the Association ("Annual Assessments") and (b) special assessments ("Special Assessments"), such Annual Assessments and Special Assessments to be established and collected as hereinafter provided. The Annual Assessments and Special Assessments (collectively the "Assessments"), together with late fees, interest, and costs of collection of the same, including, but not limited to, court costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made as hereinafter set forth. Each such Assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the following:

(a) In the case of the Estates-Woodland Project, the

Mansions in the Forest Project and the Mansions Woodland Project, the Estates-Woodland Project Owner, the Mansions in the Forest Project Owner and the Mansions Woodland Project Owner, respectively; and

(b) In the case of the Mansions Villas Project, the Mansions Villas Association and the person who is the Lot Owner of a Lot or Unit when the Assessment became due (to the extent of such Lot Owner's pro rata share thereof), provided that such Assessment shall be payable by the Lot Owner to the Mansions Villas Association and the Mansions Villas Association will in turn pay the Association, subject the provision below.

9. **Assessments.** Section 4.5 of the Master Declaration is hereby deleted and the following is substituted in lieu thereof (and any conflicting provisions in the First Amendment are hereby deleted and amended to conform with the following):

Section 4.5. Apportionment of Assessments. Total Annual Assessments and/or Special Assessments shall be apportioned and assessed against each Member in the following percentages: (i) 25% to the Estates-Woodland Project Owner, (ii) 25% to the Mansions in the Forest Project Owner, (iii) 25% to the Mansions Woodland Project Owner and (iv) 25% to the Mansions Villas Association.

10. **Effect of Nonpayment.** All references in Section 4.10 of the Declaration to "Estates-Woodland Project Owner or the Mansions in the Forest Project Owner" shall be changed to "Estates-Woodland Project Owner, the Mansions in the Forest Project Owner or the Mansions Woodland Owner".

11. **Ratification of Partnership Agreement.** The undersigned agree that, except as amended hereby, the Master Declaration, as amended by the First Amendment, shall remain in full force and effect, and the parties hereby ratify and reaffirm all of the terms and provisions of the Master Declaration as amended heretofore and hereby. Where any section, subsection, clause or other provision of the Master Declaration or the First Amendment or Second Amendment is modified or deleted by this Second Amendment, any unaltered provision of such section, subsection or clause thereof shall remain in full force and effect. **However, where any terms and provisions of this Second Amendment conflict or are inconsistent with the Master Declaration or the First Amendment, then the terms and provisions of this Second Amendment shall govern, control and prevail.**

12. **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 PAGES FOLLOW]

THE ESTATES-WOODLAND, 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 MANSIONS IN THE FOREST, 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 MANSION VILLAS, L.P.,
a Texas limited partnership

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

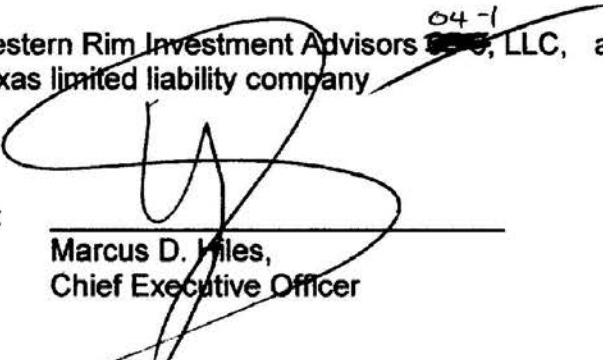
By: **Western Rim Investment Advisors 04-1, LLC,** a
Texas limited liability company

By: _____
Marcus D. Hiles,
Chief Executive Officer

WESTERN RIM INVESTORS 2006-6, L.P.,
a Texas limited partnership

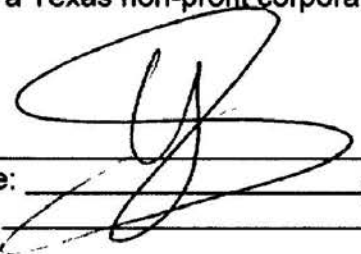
By: Western Rim GenPar ⁰⁴⁻¹~~02~~, L.P.,
a Texas limited partnership

By: Western Rim Investment Advisors ⁰⁴⁻¹~~02~~, LLC, a
Texas limited liability company

By: 

Marcus D. Miles,
Chief Executive Officer

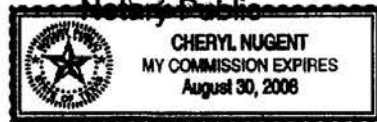
THE MANSIONS VILLAS HOMEOWNERS ASSOCIATION,
INC., a Texas non-profit corporation

By: 
Name: Marcus Miles
Title: Vice-President

THE STATE OF Texas §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 21st day of Aug 2006, 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.

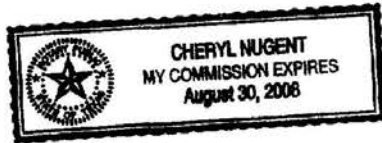
[Signature]
Notary Public



THE STATE OF Texas §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 21st day of Aug 2006, 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 Mansions in the Forest, L.P., a Texas limited partnership, on behalf of said limited partnership.

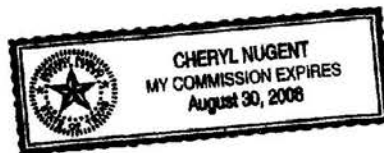
[Signature]
Notary Public



THE STATE OF Texas §
 §
COUNTY OF Dallas §

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[Signature]
Notary Public

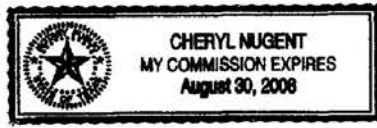


THE STATE OF Texas §
 COUNTY OF Dallas §

This instrument was acknowledged before me on the 21st day of Aug 2006, by Marcus D. Hiles, Chief Executive Officer of Western Rim Investment Advisors ~~LLC~~ LLC, a Texas limited liability company, general partner of Western Rim GenPar ~~LLC~~ L.P., a Texas limited partnership, general partner of Western Rim Investors 2006-6, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Signature]

 Notary Public



THE STATE OF Texas §
 COUNTY OF Dallas §

This instrument was acknowledged before me on the 21st day of Aug 2006, by Marcus D. Hiles, President of The Mansions Villas Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]

 Notary Public

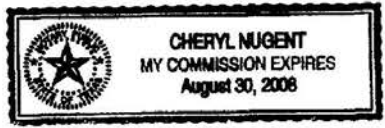


EXHIBIT "A"
DESCRIPTION OF PROPERTY

Being a tract of land containing 17.983 acres, located in the Thomas Toby (Edward Hall) Survey, Abstract 577, and the Thomas Toby (Edward Hall) Survey, Abstract 576, in Montgomery County, Texas; Said 17.983 acres being all of Final Plat of The Mansion Villas Section One, a subdivision recorded in Cabinet Y, Sheet 83, of the Map Records of Montgomery County, Texas (M.R.M.C.T.) and being all of Lots 1 through 21 of Block One, Restricted Reserve "A" and a portion of Scenic Forest Drive out of Amended Plat of The Mansion Villas Section Two, a subdivision recorded in Cabinet Y, Sheet 56, of the M.R.M.C.T.; Said 17.983 acres being more particularly described by metes and bounds as follows (bearings are based on said Final Plat of The Mansion Villas Section One):

BEGINNING at a 3/4 inch capped iron rod found at the southeast corner of said Block One of said Amended Plat of The Mansion Villas Section Two on the north right-of-way (R.O.W.) line of Schoettle Road (thirty five feet wide per Cabinet Y, Sheet 56, of the M.R.M.C.T.) and on the west line of a call 93.148 acre tract of land recorded in the name of Spring Woodlands Church of Christ in Montgomery County Clerk's File Number 2000-050362;

Thence, with the south line of said Block 1 and the north line of said Schoettle Road, North 89 degrees 42 minutes 00 seconds West, a distance of 555.01 feet to a 5/8 inch capped iron rod found at the most southerly west corner of Lot 20 of said Block 1 and the southeast corner of Lot 22 of said Block 1;

Thence, with the line common to said Lot 20, said Lot 22 and Lot 21 of said Block 1, North 28 degrees 09 minutes 08 seconds West, a distance of 172.01 feet to a 5/8 inch iron rod set at the most westerly corner of said Lot 21 and the northeast corner of said Lot 22 on the southerly R.O.W. line of Scenic Woodland Drive (fifty feet wide per Cabinet Y, Sheet 56, of the M.R.M.C.T.);

Thence, with said southerly R.O.W. and through and across Scenic Forest Drive (fifty feet wide per Cabinet Y, Sheet 56, of the M.R.M.C.T.), 71.73 feet along the arc of a curve to the left, having a central angle of 13 degrees 41 minutes 56 seconds, a radius of 300.00 feet and a chord that bears North 54 degrees 59 minutes 52 seconds East, a distance of 71.56 feet to a 5/8 inch iron rod set at a point of compound curvature;

Thence, continuing through and across said Scenic Forest Drive, 82.50 feet along the arc of a curve to the left, having a central angle of 94 degrees 32 minutes 14 seconds, a radius of 50.00 feet and a chord that bears North 00 degrees 52 minutes 47 seconds East, a distance of 73.45 feet to a 5/8 inch iron rod set at a point of tangency;

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Thence, continuing through and across said Scenic Forest Drive and with the southwesterly line of Lot 1 of said Block 1 and the northeasterly R.O.W. line of said Scenic Forest Drive, North 46 degrees 23 minutes 20 seconds West, a distance of 75.80 feet to a 5/8 inch iron rod set at the southwest corner of said Lot 1 on a northerly interior line of said Amended Plat of The Mansion Villas Section Two and a southerly east line of Second Amended Plat of Mansions by the Forest, a subdivision recorded in Cabinet Y, Sheets 54-55, of the M.R.M.C.T.;

Thence, with a line common to said Amended Plat of The Mansion Villas Section Two and said Second Amended Plat of Mansions by the Forest, North 43 degrees 36 minutes 40 seconds East, a distance of 114.30 feet to a 5/8 inch iron rod set at the common corner of said Amended Plat of The Mansion Villas Section Two, said Second Amended Plat of Mansions by the Forest and said Final Plat of The Mansion Villas Section One;

Thence, with lines common to said Final Plat of The Mansion Villas Section One and said Second Amended Plat of Mansions by the Forest, the following seven (7) courses:

1. North 15 degrees 02 minutes 26 seconds West, a distance of 81.12 feet to a 5/8 inch iron rod set at an angle point;
2. North 06 degrees 07 minutes 52 seconds East, a distance of 92.33 feet to a 5/8 inch iron rod set at an angle point;
3. North 02 degrees 07 minutes 02 seconds East, a distance of 107.83 feet to a 5/8 inch iron rod set at an angle point;
4. North 00 degrees 52 minutes 00 seconds East, a distance of 476.60 feet to a 5/8 inch iron rod set at an angle point;
5. North 09 degrees 56 minutes 36 seconds West, a distance of 156.89 feet to a 5/8 inch iron rod set at an angle point;
6. North 71 degrees 46 minutes 30 seconds East, a distance of 142.69 feet to a 5/8 inch iron rod set at an angle point;
7. South 89 degrees 30 minutes 57 seconds East, a distance of 464.73 feet to a 5/8 inch iron rod set at the northeast corner of said Final Plat of The Mansion Villas Section One and an east corner of said Second Amended Plat of Mansions by the Forest on the west line of said 93.148 acre tract of land;

Thence, with the east lines of said Final Plat of the Mansions Villas Section One and said Amended Plat of the Mansions Villas Section Two and with the west line of said 93.148 acre tract, South 00 degrees 52 minutes 33 seconds West, a distance of 1,353.94 feet to the POINT OF BEGINNING and containing 17.983 acres of land.

163-11-2101

EXHIBIT "A"
DESCRIPTION OF PROPERTY

ABOVE TRACT to be known as RESTRICTED RESERVE "A", BLOCK 1, OF THE MANSIONS WOODLAND, a subdivision to Montgomery County, according to the plat to be recorded in the Map Records of Montgomery County, Texas.

FILED FOR RECORD
06 AUG 29 PM 2:56

Mark Imball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 black-outs, additions and changes were present at the time the instrument was filed and recorded.

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.

AUG 29 2006



Mark Imball
County Clerk
Montgomery County, Texas