

CHICAGO TITLE

GF# Nichols-LAW

WOODLANDS

RETURN TO:

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

942-10-0014

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
2005-118580 MANSIONS - WOODLAND

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions - Woodland ("**Amendment**") is made as of the 18th day of October, 2005 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**") and THE MANSION VILLAS, L.P. a Texas limited partnership ("**Mansions Villas**") (hereinafter Estates-Woodland, Mansions in the Forest and Mansions Villas may be collectively referred to as the "**Declaring Parties**").

RECITALS:

A. By instrument entitled "Master Declaration of Covenants, Conditions and Restrictions for Mansions - Woodland" recorded in Volume 3885, Page 118943, et seq., Official Public Records of Real Property of Montgomery County, Texas ("**Master Declaration**"), 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.

B. Declaring Parties are the current owners of all of the Property covered by the Master Declaration.

C. Pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Mansions Villas being executed and recorded on or about the date hereof ("**Mansions Villas First Amendment**"), executed by Mansions Villas, the Mansions Villas Declaration referred to in the Master Declaration is being amended so that the Mansions Villas, as Declarant thereunder, may if it so chooses, remove and exclude from the Mansions Villas Declaration certain property within the property currently covered by the Mansions Villas Declaration as more particularly described in the Mansions Villas First Amendment (any such property so removed being referred to as the "**Removed Property**"), for the purpose of building thereon a separate community project consisting of approximately 250 townhomes or similar units (the "**Removed Property Unit(s)**") for sale or for rent.

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. If Mansions Villas exercises its right to remove the Removed Property pursuant to the Mansions Villas First Amendment (a "**Removal**"), the Removed Property shall be considered for purposes of the Declaration as a separate community project apart from the Mansion Villas Project (the "**Removed Property Project**"), and it is expected that a separate Declaration of Covenants, Conditions and Restrictions will be imposed on the Removed Property by Mansions Villas (the "**Removed Property Declaration**") on such terms and conditions desired by Mansions Villas, including a separate Property Owners Association for the Removed Property Project ("**Removed Property Association**").

3. Change in Directors and Voting Rights of Members. There are currently five directors on the Board of the Association under the Master Declaration. There are currently three Members of the Association under the Master Declaration as follows: (i) the Class "A" members, consisting of the Mansions Villas Association and the Estates-Woodland Project Owner, with each such Class "A" Member being entitled to one vote and entitled to appoint one of the directors of the Board and (ii) the Class "B" member consisting of the Mansions in the Forest Project Owner, with such Class "B" Member being entitled to three (3) votes and entitled to appoint three directors of the Board. If and when the Removal occurs, the number of directors of the Board and the Members of the Association under the Master Declaration and their respective voting and director appointment rights shall be changed so that there will be seven directors; and Members of the Association and associated voting and director appointment rights will be as follows: (i) the Class "A" members shall consist of the Mansions Villas Association, the Estates-Woodland Project Owner and the Removed Property Association, with each such Class "A" Member being entitled to one vote and entitled to appoint one of the directors of the Board and (ii) the Class "B" member consisting of the Mansions in the Forest Project Owner, with such Class "B" Member being entitled to four (4) votes and entitled to appoint four directors of the Board.

4. Change in Assessments Allocation. If and when the Removal occurs, the Total Annual Assessments and/or Special Assessments under the Master Declaration shall be apportioned and assessed against each Member in the following percentages: (i) one-sixth (1/6) to the Estates-Woodland Project Owner, (ii) one-sixth (1/6) to the Mansions in the Forest Project Owner, (iii) one-sixth (1/6) to the Mansions Villas Association and (iv) one-sixth (1/6) to the Removed Property Association. In such an event, enforcement rights against the Removed Property Association and the individual Removed Property Units and their owners shall be substantially the same as the Association's rights against the Mansions Villas Association, the Lots and the Lot Owners.

5. Further Amendment or Restatements of Declaration. If and when a Removal occurs, Mansions in the Forest or its successors, as the stated Declarant under the Master Declaration, shall have the sole power and right to execute and record an instrument or instruments confirming in more detail and specificity such amendments to the Master Declaration as are consistent with paragraphs 3 and 4 above and addressing such other amendments as such Declarant may reasonable desire to fully and equitably address the

impact of the Removal and the identity of the Removed Property as a separate community project, including, without limitation, appropriate modifications to Articles 3 and 4 of the Master Declaration and with appropriate reference to the terms and conditions of the Removed Property Declaration. If so desired by such Declarant, the Master Declaration may be amended and restated to address the forgoing. Any such instrument need only be executed by such Declarant to be effective.

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 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

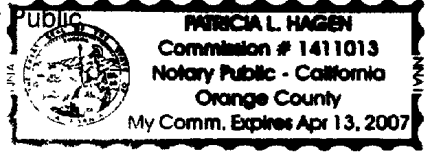
By: _____
Marcus D. Hiles
Chief Executive Officer

THE STATE OF CALIFORNIA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on the 18th 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.

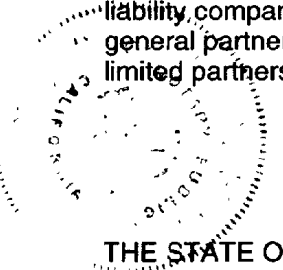


Patricia L. Hagen
Notary Public

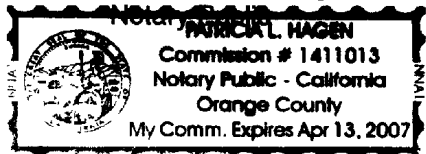


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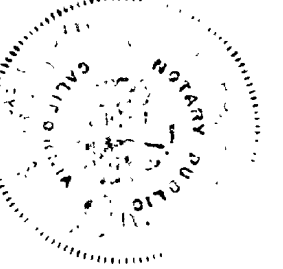


Patricia L. Hagen
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Patricia L. Hagen
Notary Public



942-10-0019

FILED FOR RECORD

05 OCT 25 PM 2:11

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

RECORDS 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.