

**SECOND AMENDMENT TO
DEDICATION OF RECIPROCAL COVENANTS**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This Second Amendment (“Amendment”) to the Dedication of Reciprocal Covenants recorded in Volume 9244, Page 258 of the Official Records of Brazos County, Texas, as previously amended by an Amendment filed of record in Volume 9661, Page 74, Official Records of Brazos County, Texas, is made as authorized by Original Owner and the owner of a Super Majority of the Property that is the subject of the Covenants and/or Restrictions:

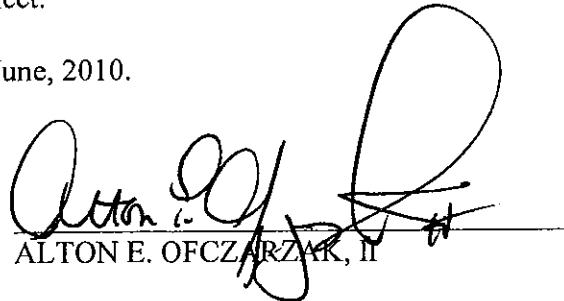
NOW, THEREFORE, the following Second Amendment to the Dedication of Reciprocal Covenants and/or Restrictions and the Amendment recorded in Volume 9661, Page 74, Official Records of Brazos County, Texas, is hereby made and adopted and shall be fully applicable to all of the property described in the Dedication of Reciprocal Covenants, even if the Covenants, Conditions and Restrictions and this Amendment are not set out in full and incorporated into a Contract of Sale, Deed, Lease or other transfer of any property subject to such Covenants.

AMENDMENT NO. ONE: Section 3.01 of Article 3, entitled Maintenance of Common Areas, is hereby amended by adding the following sentence to the end of Section 3.01 of Article 3:

“Notwithstanding any of the above language, the Annual Fee may not be increased by more than ten percent (10.0%) per year without the written permission of all of the Property Owners of the Property subject to the Covenants and Restrictions.”

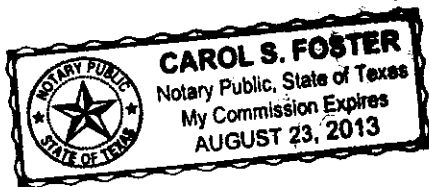
All other provisions and paragraphs of said Covenants, including the Amendment recorded in Volume 9661, Page 74, of the Official Records of Brazos County, Texas, not specifically deleted or amended herein shall remain in full force and effect.

DATED to be effective as of the 4th day of June, 2010.


ALTON E. OFCZARZAK, II

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 8 day of June, 2010 by Alton E. Ofczarzak, II.



Carol Foster
Notary Public, State of Texas

POST OAK BANK N.A., the lienholder on the Property encumbered by this Amendment, does hereby agree that a foreclosure of its lien shall not terminate or extinguish the Covenants as amended.

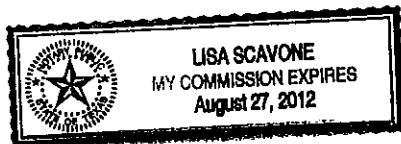
EXECUTED on this the 7th day of June, 2010.

POST OAK BANK, N.A.

By: Lance Gordon
Lance Gordon, Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 7th day of June, 2010 by Lance Gordon, Senior Vice President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.



Lisa Scavone
Notary Public, State of Texas