

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WYNDEHAVEN LAKE ESTATES**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, on January 11, 2011, ROESNER LAND, L.P., a Texas limited partnership caused that certain Declaration of Covenants, Conditions and Restrictions for Wyndehaven Lake Estates to be recorded in the Official Public Records of Real Property of Fort Bend County, Texas, under Clerk's File No. 2011004185 ("the Original Declaration"); and

WHEREAS, the First Amendment to the Declaration was recorded on March 22, 2011, recorded in the Official Public Records of Real Property of Fort Bend County, Texas, under Clerk's File No. 2011026308 (the "First Amendment"); and

WHEREAS, the Original Declaration and the First Amendment shall be referred to herein collectively as the "Declaration"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Wyndehaven Lake Estates (the "Second Amendment"); and

WHEREAS, the Declaration provides in Article XV that the Declarant may unilaterally amend the Declaration at any time without the joinder or consent of any Owners, entity, Lender or other person if such amendment is for the purpose of correcting any inadvertent omissions therein; and

WHEREAS, the Declarant has identified an inadvertent omission in the Declaration which needs to be corrected.

NOW THEREFORE, in consideration of these premises, and pursuant to the authority contained in the Declaration, the Declarant hereby amends the Declaration and declares as follows:

Article XIV, Section B, shall be amended to include the following as the last sentence in Section B, which shall be an additional approved purpose of Assessments:

Assessments levied by the Association may be used in the sole discretion of the Board, for the purpose of entering into contracts and agreements with adjoining or nearby land owners on matters of membership in and use of recreational facilities, or other matters of mutual interest and in payment of the fees related thereto.

This Second Amendment is hereby incorporated into the Declaration as if the same had been made a part thereof as originally recorded. If any provision of this Second Amendment is found to be in conflict with the Declaration, as amended, this Second Amendment shall control.

The Declaration, as hereby amended, is in all respects ratified and confirmed and shall remain in full force and effect.

30th IN WITNESS WHEREOF, the Declarant has executed this Second Amendment on this day of March, 2011.

DECLARANT:

ROESNER LAND, L.P., a Texas limited partnership

By: its general partner, Roesner Land GP, LLC., a Texas limited liability company

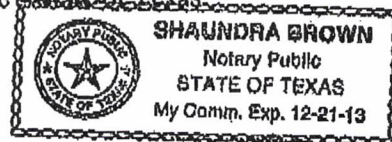
By: Randall L. Jones
Randall L. Jones, Managing Member

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Randall L. Jones, the Managing Member of Roesner Land GP, LLC., the general partner of Roesner Land, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 30 day of March, 2011.

Shaundra Brown
Notary Public, State of Texas



After Recording, Return To:
Stephanie Quade
Roberts Markel
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056