



**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIIONS FOR
WESTCREEK**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTCREEK** (the "Second Amendment") is made by Westcreek Partners, Ltd., a Texas limited partnership (the "Declarant").

WHEREAS, the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTCREEK** was filed of record under Clerk's File Number 2006021583 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration"); and

WHEREAS, the **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTCREEK** was filed of record under Clerk's File Number 2010113824 in the Official Public Records of Real Property of Fort Bend County, Texas (the "First Amendment"); and

WHEREAS, Section 8.1 of the Declaration states that "*[f]or a Period of five (5) years after the date this Declaration is recorded, Declarant shall have the authority to amend this Declaration without joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners.*"; and

WHEREAS, the Declarant wishes to exercise its rights under Section 8.1 of the Declaration and desires to amend 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.

NOW, THEREFORE, the Declarant who may unilaterally amend the Declaration for five years from the date of its recording, hereby amends the Declaration as follows:

1. That portion of Section 8.1 of the Declaration which reads:

For a period of five (5) years after the date this Declaration is recorded, Declarant shall have the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners. After the expiration of the five (5) year period, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts

herein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Subdivision.

Shall be amended to read as follows:

For a period of seven (7) years after the date the Declaration was recorded, Declarant shall have the authority to amend the Declaration, without the joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners. After the expiration of the Seven (7) year period, Declarant shall have the right to amend the Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Subdivision. This Second Amendment and Section 8.1 of the Declaration may not be amended without the joinder of the Declarant during the seven (7) year period stated herein.

2. In case of a conflict between this Second Amendment, the First Amendment and the Declaration, this Second Amendment shall control. All other definitions and restriction shall remain as stated in the Declaration.
3. The Declaration and the First Amendment, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Second Amendment is executed as of the 25 day of January, 2011 and shall become effective upon recording.

DECLARANT:
WESTCREEK PARTNERS, LTD, a Texas
limited partnership

By: Marcaya Corporation, a Texas
corporation, its general partner

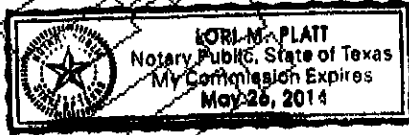
By: Peyton Martin
Peyton Martin, President

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS INSTRUMENT was acknowledged before me on the 25th day of JANUARY, 2011 by Peyton Martin, the President of the Marcava Corporation, the General Partner of Westcreek Partners, LTD.

Lori M. Platt
Notary Public - State of Texas



RETURNED AT COUNTER TO:

LORI PLATT
310 MORTON ST. #280
Richmond, TX 77469

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Feb 18 11:38 AM

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VCK \$19.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS