

**SECOND AMENDMENT TO
AMENDED AND RESTATED RESTRICTIONS,
COVENANTS AND CONDITIONS**

This Second Amendment to Amended and Restated Restrictions, Covenants and Conditions (this "Second Amendment") is effective as of the 1st day of January, 2003, by and between the Board of Directors of the Saddlebrook Subdivision Homeowners Association, Inc., a Texas non-profit corporation (the "Board") and the other undersigned parties to this Second Amendment (collectively, the "Consenting Owners").

Recitals

A. Phylcar Corporation, a Texas corporation, executed those certain Deed Restrictions filed in the Deed Records of Harris County, Texas at volume 2479, Pages 305 et seq., which were amended by instrument dated May 29, 1967, recorded in Volume 6812, Page 162, et seq. of the Deed Records of Harris County, Texas; by instrument dated August 8, 1968, recorded in Volume 7302, Page 555 et. seq. of the Deed Records of Harris County; and by instrument dated January 1, 1987, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 132-79-1593 and Clerk's File No. 1931659 (said Deed Restrictions as amended are referred to herein as the "Original Restrictions").

B. The Original Restrictions were amended and replaced in their entirety by the Amended and Restated Restrictions, Covenants and Conditions, dated January 1, 1994, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 094-75-1791 and Clerk's File No. P796066 (the "Amended Restrictions") which were amended by the First Amendment to Amended and Restated Restrictions, Covenants and Conditions dated January 1, 1994, dated effective as of November 1, 1994 recorded in the Official Real Property Records of Harris County, Texas, under Film Code 503-13-1396 and Clerk's File No. R311306 (the "First Amendment"). The Amended Restrictions, as amended by the First Amendment are referred to herein as the "Restrictions".

C. The Restrictions provide, in Section 8.04 thereof, that the Restrictions may be amended with the express written consent of the Board and "Owners" (as defined in the Restrictions, and referred to herein also as "Owners") of at least seventy-five percent (75%) of the "Lots" (as defined in the Restrictions, and referred to herein also as "Lots"). Attached hereto as Exhibit "A" is a list of all of the Lots and all of the Owners. The undersigned Consenting Owners are the Owners of at least seventy-five percent (75%) of the Lots and are therefore empowered, together with the Board, to effectively adopt this Second Amendment to modify the Restrictions.

D. All capitalized terms used herein that are not otherwise defined in this Second Amendment shall have the same meanings herein as in the Restrictions.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Board and the Consenting Owners hereby agree as follows:

1. Section 4.02. Section 4.02 of the Restrictions is hereby deleted in its entirety and replaced by the following:

"4.02. Amount of Regular Assessments. The amount and payment schedule (i.e. lump sum or installments) of regular assessments shall be determined annually from time to time by the Board based on the Board's good faith estimate of the Association's operating budget for the next succeeding calendar year and shall be stated on a per Lot basis, in which every Lot receives an equal assessment. In the event the Board fails to decide upon or set a regular assessment for any year, the regular assessment paid for the immediately preceding year shall be the regular assessment for the then current year."

2. Section 4.05. Section 4.05 of the Restrictions is hereby deleted in its entirety and replaced by the following:

"4.05. Applicability of Assessments. All assessments shall be levied on each Lot equally, regardless of the square footage of each individual Lot."

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original as to the party whose signature it bears, but all of which together shall constitute one and the same instrument.
4. Ratification. Each Consenting Owner, by his or her execution hereof, ratifies and confirms the Restrictions, as amended by this Second Amendment.
5. Recording. The Board is authorized to file this Second Amendment for recording in the Official Real Property Records of Harris County, Texas.

Executed effective as of the date first set forth above.

The Board:

Bernard W. Lakenmacher, Director

Lewis E. Brazelton IV, Director

Greg E. Chilson, Director

Jeff Suttles, Director

Lynn P. Carter, Director

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2003 by Bernard W. Lakenmacher, Director of Saddlebrook Subdivision Homeowners Association, Inc., on behalf of said association.

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Printed name of notary:

Commission expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2003 by Lewis E. Brazelton IV, Director of Saddlebrook Subdivision Homeowners Association, Inc., on behalf of said association.

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Printed name of notary:

Commission expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2003 by Greg E. Chilson, Director of Saddlebrook Subdivision Homeowners Association, Inc., on behalf of said association.

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Printed name of notary:

Commission expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2003 by Jeff Suttles, Director of Saddlebrook Subdivision Homeowners Association, Inc., on behalf of said association.

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

Printed name of notary:

Commission expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2003 by Lynn P. Carter, Director of Saddlebrook Subdivision Homeowners Association, Inc., on behalf of said association.

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

Printed name of notary:

Commission expires: _____

EXHIBIT "A"

NAMES OF OWNERS	LOT NO.	STREET ADDRESS ON SADDLEBROOK
Hugh J. Liedke	1	8
Stephen M. Jones Tamra L. Jones	2	10
BPM Partners, Ltd.	3	14
George A. Hrdlicka Judith R. Hrdlicka	4	18
Lewis E. Brazelton IV Cynthia R. Brazelton	5	22
Kevin Eagleton Heidi Eagleton	6	26
BPM Partners, Ltd.	7	30
Greg E. Chilson Andrea M. Chilson	8	34
Ellanor A. Beard	9	38
Bernard W. Lakenmacher Shari M. Lakenmacher	10	42
Jeff Suttles Alexis Kyle Suttles	11	46
L. D. Blackwell Helen Blackwell	12A	48
Robert J. Piro Mary Riley Piro	12	50
Frank H. Mirdjani Beltina Mirdjani	13	54
Dudley C. Sharp Kathryn B. Sharp		

	14	58
Edwin W. Chapman Sherry K. Chapman	14B	64
Richard A. Schubert Marjorie B. Schubert	15	62
Stephen D. Bickel Linda W. Bickel	16	55
Denise Maxwell	17	45
Craig M. Johnson Kathy S. Johnson	18	41
The Saddlebrook 1993 Trust [McCall]	19	37
Robert R. Krueger Cathy Krueger	20	33
David M. Mumford Emily P. Mumford	21	15
Carolyn M. Clarke	22	11
Eckhard Pfeiffer	23A	7
Paul Somerville Kathy Somerville	23C	3
A. John Knapp, Jr. Carmen M. Knapp	24	81
Kenneth Elliott Womack Celine F. Womack	25A	77
Richard J. Howe Desiree Howe	26	73
Richard J. Preng Kathryn Preng	27	69
William B. Gormley Natalia Gormley	28	66

Lynn P. Carter Jamie Carter	29	70
David Marks Colleen Marks	29B	72
Carl Detering, Jr. Catherine N. Detering	32	80
The Forest Club	A	9950 Memorial Drive
Rock N. Houstoun Patricia B. Houstoun	B-1	100
Franklin Myers Elizabeth Myers	—	84
David Marks Colleen Marks	30A	76
Geen Blalock III Rosanna Blalock	—	88
McKenzie & Poston	29A	—