AMENDMENT TO
DEDICATION OF RECIPROCAL COVENANTS

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment ("Amendment") to the Dedication of Reciprocal Covenants recorded in Volume 9244, Page 258 of the Official Records of Brazos County, Texas, is made as authorized by such Restrictions and as of the 1st day of January, 2010, by ALTON E. OFCZARZAK, II, the 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 Amendment to the Dedication of Reciprocal Covenants and/or Restrictions 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 2.03 of Article 2, entitled Fencing, as originally written, is deleted, and Section 2.03 of Article 2 shall now read as follows:

2.03 Fencing. To ensure a consistency of design, appearances, and materials throughout FAWN MEADOWS ESTATES all "Fences Fronting" (as further defined below) must conform to the following standards: (1) the style "Post and Three Rail", in the color of white, or such other color, design and material as may be approved in writing by the Oversight Committee, with posts eight feet (8') apart on center; (2) constructed of either wood or polyvinyl; (3) a minimum/maximum height of 51 (fifty-one) to fifty-three (53) inches, a minimum/maximum rail width of five (5) to six (6) inches; and (4) all fences must be aligned with any contiguous neighbors fencing (if such exist) and placed along the outside boundary of the Reciprocal Access Easement. The Oversight Committee shall have the power to grant written variations for any of the specifications required for fences. If the Original Owner installs the "Post and Three Rail" fence on any tract, then such fence shall be conveyed with associated ownership and maintenance responsibilities to each respective tract owner of a parcel. The term "Fences Fronting" shall mean fences that adjoin, abut or separate a Parcel or tract from the Reciprocal Access Easement. An owner is not required to construct a fence but in the event an Owner elects to do so, such fence shall meet the four standards as set out above for "Fences Fronting" unless prior written approval is obtained from the Oversight Committee authorizing a variance from such requirement. "Side Fences" or "Back Fences" are not required to meet those standards and may be constructed as the Owner's needs and wishes dictate; provided however the Original Owner or Oversight Committee can require side or back fences to be removed or altered if such fences are constructed in a manner or of such material that it is a detriment to the Property located in
Fawn Meadows Estates at the sole discretion of the Original Owner or the Oversight Committee.

AMENDMENT NO. TWO: Section 4.03 of Article 4, entitled Building Materials, as originally written, is hereby deleted, and Section 4.03 of Article 4 shall now read as follows:

4.03 Building Materials. Primary Dwelling Units shall be of recognized standard construction quality within the City of Bryan, Texas, and all finished exterior coverings of each Dwelling Unit, Structure and Improvement (exclusive of doors, windows, and similar openings) shall be constructed of at least eighty percent (80%) masonry or non-sheet materials, unless such variation in the type of construction material is approved in writing by the Oversight Committee. The Oversight Committee retains the right to approve wood construction or material of less than eighty percent (80%) masonry. All other structures or improvements shall require all walls fronting the Access Easement to be constructed of at least eighty percent (80%) masonry or non-sheet materials. The Oversight Committee reserves the right and power to grant variances or exceptions to all of the requirements set forth herein. The Oversight Committee may, from time to time, establish a list of acceptable building materials which will qualify as masonry or non-sheet materials. Such construction shall comply with Chapter 446 of the Texas Property Code, as amended, regarding inspections.

AMENDMENT NO. THREE: Section 4.04 of Article 4, entitled Numbers of Structures on Parcel, as originally written, is hereby deleted, and Section 4.04 of Article 4 shall now read as follows:

4.04 Number of Structures on Parcel. Only one Primary Dwelling Unit and appurtenances thereto such as garages, outbuildings, and the like, may be placed or constructed per Parcel. Only two Barns and appurtenances thereto such as garages, outbuildings, and the like, may be placed or constructed per Parcel. A Secondary Dwelling Unit built within a Barn constitutes one Structure for the purposes of this paragraph and is not considered to be the Primary Dwelling. Notwithstanding the above language, a mother-in-law cottage and/or maids quarters may be built on or lot or tract if the size, location and type of construction for such additional facilities are approved in writing by the Oversight Committee.

AMENDMENT NO. FOUR: Section 5.01 of Article 5, entitled Residential Use: Unrelated Occupants; Rental, as originally written, is hereby deleted, and Section 5.01 of Article 5 shall now read as follows:

5.01 Residential Use: Unrelated Occupants; Rental. The Property shall be used only for non-commercial, single family residential and recreational purposes and/or for agricultural purposes. Only single-family residential dwellings and appurtenances ordinary to residential living or those structures related to agricultural uses shall be permitted. To this end, without limitation, the following structures may not be built on any portion of the Property: hospitals, clinics, rest homes, duplex houses, apartment houses, mobile homes,
manufactured housing, hotels, or any retail, wholesale, or other business or commercial establishments of any kind. All residents of any Dwelling Unit on a Parcel except for one (1) shall be related within the second degree of consanguinity or affinity. Owners may lease their Dwelling Unit to another party. Owners may allow non-related household help who are employed by the occupant of the single-family residence for work in or around the residence to also reside in the residence or maids quarters even if not related to the owner or occupant of the single-family residence.

AMENDMENT NO. FIVE: Section 5.09 of Article 5, entitled No Discharge of Firearms, as originally written, is hereby deleted, and Section 5.09 of Article 5 shall now read as follows:

5.09 No Discharge of Firearms. Hunting and the discharge of firearms shall not be permitted on the Property, except to protect the property from varmints or criminals.

All other provisions and paragraphs of said Covenants not specifically deleted or amended herein shall remain in full force and effect.

DATED to be effective as of the 28th day of January, 2010.

Alton E. Ofczarzak, II

THE STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 28th day of January, 2010, by Alton E. Ofczarzak, II.

Notary Public, State of Texas
My Commission Expires: 9/21/2013
POST BANK, N.A., the lienholder on the Property encumbered by this Amendment, does hereby agree that a foreclosure of its lien or liens shall not terminate or extinguish the Covenants as amended.

EXECUTED on this the 28th day of January, 2010.

POST OAK BANK, N.A.

By: 

Lance Gordon, Senior Vice-President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 28th day of January, 2010, by Lance Gordon, Senior Vice-President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.

Notary Public, State of Texas
My Commission Expires: 8/4/2012