

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,

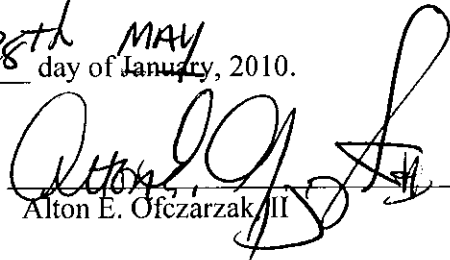
manufactured housing, hotels, or any retail, wholesale, or other business or commercial establishments of any kind. All residents of any Dwelling Unit on a Parcel except for one (1) shall be related within the second degree of consanguinity or affinity. Owners may lease their Dwelling Unit to another 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.

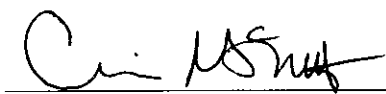
DATED to be effective as of the 28th day of MAY, 2010.


Alton E. Ofczarzak, II

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

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




Notary Public, State of Texas
My Commission Expires: 9/21/2013

RECEIVED
6/1/10

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 MAY, 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 28th day of MAY, 2010, by Lance Gordon, Senior Vice-President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.

Kathleen S. Olson
Notary Public, State of Texas
My Commission Expires: 8/4/2012

