

THIRD AMENDMENT TO DEDICATION OF RECIPROCAL COVENANTS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This Third Amendment (“Amendment”) to the Dedication of Reciprocal Covenants recorded in Volume 9244, Page 258 of the Official Records of Brazos County, Texas, as previously amended by a First Amendment filed of record in Volume 9661, Page 74 of the Official Records of Brazos County, Texas, and a Second Amendment filed of record in Volume 9670, Page 105 of the Official Records of Brazos County, Texas, is made as authorized by 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 Third Amendment to the Dedication of Reciprocal Covenants and/or Restrictions and the First Amendment recorded in Volume 9661, Page 74 of the Official Records of Brazos County, Texas, and the Second Amendment filed of record in Volume 9670, Page 105 of the Official Records of Brazos County, Texas, 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: Section 2.03 of Article 2, entitled Restrictions – Livestock and Animals, is hereby amended to read as follows:

“2.03 Fencing. To ensure a consistency of design, appearances, and material throughout FAWN MEADOWS ESTATES all “Fences Fronting” (as further defined below) must conform to the following standards: (1) treated wood posts of a four inches minimum diameter spaced six to eight feet apart on center; (2) constructed across with galvanized wire, whether it be barbed, barbless, or woven wire; (3) a minimum height of fifty-one inches and a maximum height of fifty-three inches; and (4) all fences must be aligned with any contiguous neighbors fencing (if such exists) and placed along the outside boundary of the Reciprocal Access Easement. For this provision, cedar posts, with or without bark, are not to be considered treated wooden posts. If the Original Owner installs fencing on any tract; then, such fence shall be

conveyed with the 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 that an Owner elects to do so, such fence shall meet the four standards as set out above for "Fences Fronting" and be maintained in good repair. To further ensure a consistency of design, appearances, and material throughout FAWN MEADOWS ESTATES, all Entrances and Gates along "Fences Fronting" shall be of "Standard Agriculture Tube Gate" construction. All requested variances to this standard will be submitted for consideration for approval through the Oversight Committee. "Side fencing" and/or "Back fencing" and their associated entrances and gates are not required to meet the above mentioned standards and may be constructed as the Owner's needs and wishes dictate; provided that the 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 is a detriment to the Property located in Fawn Meadows Estates at the sole discretion of the Oversight Committee."

All other provisions and paragraphs of said Covenants, including the First Amendment recorded in Volume 9661, Page 74 of the Official Records of Brazos County, Texas, and the Second Amendment recorded in Volume 9670, Page 105 of the Official Records of Brazos County, not specifically deleted or amended herein shall remain in full force and effect.

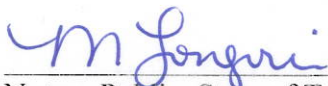
DATED to be effective as of the 22 day of August, 2014.


ALTON E. OFCZARZAK, II

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 22nd day of August, 2014 by Alton E. Ofczarzak, II.

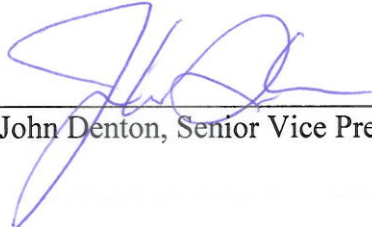



Notary Public, State of Texas

POST OAK BANK, N.A., the lienholder on the Property encumbered by this Amendment, does hereby agree that a foreclosure of its lien shall not terminate or extinguish the Covenants as amended.

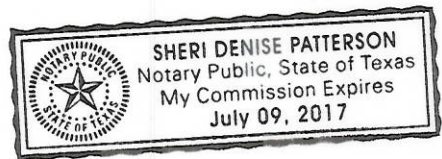
EXECUTED on this the 27th day of August, 2014.

POST OAK BANK, N.A.

By: 
John Denton, Senior Vice President

THE STATE OF TEXAS §
COUNTY OF Montgomery §

This instrument was acknowledged before me on this the 27th day of August, 2014 by John Denton, Senior Vice President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.




Notary Public, State of Texas

Filed for Record in:
BRAZOS COUNTY
On: Sep 02, 2014 at 02:08P
As a
Recordings
Document Number: 01206636
Amount 28.00
Receipt Number - 521462
By:
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY
as stamped hereon by me.
Sep 02, 2014

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY