

AMENDMENT OF RESTRICTIVE COVENANTS OF
OAK VALLEY ESTATES
PHASES 8 AND 9

This Amendment of the Restrictive Covenants of Oak Valley Estates Phases 8 and 9 (the "Amendment") is executed by the undersigned to be effective for all purposes as of the 1st day of October, 2008.

WHEREAS, R. A. Development, Inc., a Texas corporation, did establish by that certain Restrictive Covenants of Oak Valley Estates Phases 8 and 9 dated March 14, 2002, and recorded in Volume 2794, Page 0700 of the Deed Records of Johnson County, Texas, certain covenants, conditions and restrictions covering the "Property" therein described (the "Declaration").

WHEREAS, Article A, Section 5 of the Declaration provides that the Declaration may be amended by the owners of legal title of two-thirds of the Lots; and

WHEREAS, the undersigned are the owners of the legal title of at least two-thirds of the Lots; and

WHEREAS, the undersigned desire to amend the Declaration as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby approve and adopt this Amendment and shall cause same to become effective by recordation thereof in the appropriate real property records of Johnson County, Texas, in accordance with Article A, Section 5 of the Declaration. By this Amendment, the following modifications shall be and are hereby made to the Declaration:

1. Article A, Section 1 of the Declaration is hereby deleted and the following is substituted therefor:

1. KNOW ALL BY THESE PRESENTS, that R. A. DEVELOPMENT, INC. and GARRETT DEVELOPMENT CO., ("Owners") are the owners of the real property set forth on the attached Exhibit "A" referred to as the "Property" in the above described real estate Subdivision. Owners do hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of all the Property, which includes lots located in OAK VALLEY ESTATES, PHASES 8 & 9, as recorded in the Plat filed on December 20, 2001 in Volume 8, Page 876 and June 29, 2001 in Volume 8, Page 810 respectively of the Real Property Records of Johnson County, Texas. The lots are more particularly described as:

OAK VALLEY ESTATES
PHASE 9
15.6103 Acres

BLOCK 11, LOTS 20-33
BLOCK 12, LOTS 1-26
BLOCK 13, LOTS 1-9
BLOCK 14, LOTS 1-2

OAK VALLEY ESTATES
PHASE 8

10.507 Acres
BLOCK 10, LOTS 1-23
BLOCK 11, LOTS 1-19

2. Article A, Section 2 of the Declaration is hereby deleted and the following is substituted therefor:

2. These restrictions are for the benefit of and shall inure to each and every property owners of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots located in Oak Valley Estates, Phases 8 & 9 violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event any owner of one or more lots of Oak Valley Estates, Phases 8 & 9, may institute legal proceedings to enjoin, abate and/or correct such violation and/or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions shall pay all attorney's fees to be fixed by the Court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute. Oak Valley Estates Home Owners Association, Inc., (hereafter referred to as "The Association"), may act on behalf of residents of Oak Valley Estates Phases 8 & 9 to institute legal proceedings regarding these restrictions.

3. Article B, Section 3 of the Declaration is hereby deleted and the following is substituted therefor:

3. Other than the usual and ordinary household pets, no livestock or poultry of any kind shall be raised, bred, or kept on any lot. No commercial breeding of domesticated pets will be allowed.

4. Article B, Section 11 of the Declaration is hereby deleted and the following is substituted therefor:

11. No car, machine, boat or recreational vehicle repair or paint or body work or any other mechanical work that may require more than two (2) hours to complete nor

any inoperable vehicle shall be permitted on any portion of the lot which is visible from a public road or street.

5. Article B, Section 12 of the Declaration is hereby deleted and the following is substituted therefor:

12. No vehicle larger than a 1 ton pickup truck, including boats, trailers, recreational vehicles, motor homes, travel trailers, or hobby vehicles, may be parked on the lawn, in the driveway, or on the street, in front of or on the side or in the driveways outside the building line of any lot for more than a twenty four (24) hour period. Any such vehicles in the property for longer than twenty four (24) hours shall be kept in a garage or behind a fence.

6. Article C, Section 3 of the Declaration is hereby deleted and the following is substituted therefor:

3. Accessory structures to the main living structure (including, but not limited to, dog houses, gazebos, metal storage sheds, playhouses, detached garages, greenhouses, and the like) are allowed if and only if they meet the following requirements:
 - a. Designed for outdoor use.
 - b. All accessory structures other than a detached garage shall be less than eight (8) feet ten (10) inches in height to the top of the roof ridge. A detached garage shall have less than seven (7) feet in height from the top of the wall to the top of the roof ridge. A detached garage shall have no more than eight (8) feet tall exterior walls.
 - c. An accessory structure other than a detached garage shall have less than 120 square feet of floor space.
 - d. Visually harmonious with the house or fence to which it is most visually related or physically attached, including matching major materials such as siding (brick or masonry is not required on accessory structures) and roofing (to be the same color as the residence), dominant colors, construction details, and pitch of roof.
 - e. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the Association reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or remove it.

7. Article C, Section 10 of the Declaration is hereby deleted and the following is substituted therefor:

10. No mobile homes or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements.

8. The following is hereby added as Article C, Section 14:

14. Any and all pool and/or spa equipment shall be installed in the back yard so as not to be seen from the roadway or on the side of the house behind the rear fencing installed on the property.

9. Article D, Section 1 of the Declaration is hereby deleted and the following is substituted therefor:

1. The Architectural Control Committee as referred to herein shall be designated by the Oak Valley Estates Homeowners Association, Inc. board of directors. The architectural control committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Each lot shall be entitled to one vote, irrespective of the number of person owning an interest in such lot.

10. Article D, Section 2 of the Declaration is hereby deleted and the following is substituted therefor:

2. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within the thirty days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

10. Article E of the Declaration is hereby deleted and the following is substituted therefor:

- E. DUES AND SUBORDINATION OF LIEN RIGHTS:

1. Dues, membership fees and transfer fees shall be paid to the Oak Valley Estates Home Owners Association, Inc., for the purpose of maintaining the condition of neighborhood entrances on South Hurst Road and upholding the standards listed in these restrictions in accordance with the Association by-laws and articles of incorporation.
2. The initial home owners association annual dues shall be due upon the sale of a completed residence and shall be collected at the closing of the property. The amount of the initial dues shall be EIGHT AND 33/100 DOLLARS (\$8.33) per month for each month between closing and the second Monday of the next July. Annual dues shall be due and payable on the second Monday of July and shall be due each year thereafter. The amount of the annual dues shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00).
3. Upon subsequent sale or transfer of ownership of the residence, a one-time transfer fee will be paid to the Association and a notification of the name of the new owner will be given to the Association. The amount of the transfer fee will be FIFTY AND NO/100 DOLLARS (\$50) and will be paid by the buyer.
4. Any lien created pursuant to the Association By-Laws or these Restrictions to secure payment of sums due the Association for dues, assessments, special assessments or otherwise shall remain second and inferior to any lien granted to a lender to secure a purchase money loan on any lot, including any refinance of such loans.
5. All membership fees, transfer fees and dues shall be paid to the Association board of directors and may be sent by mail to the Oak Valley Estates Homeowner's Association, PO Box 2893, Burleson, TX, 76097.

Executed this 11-14, 2008, with the signatures of the required number of owners of legal title as noted on page one (1) of these amendments, based on the date of the last signature(s) obtained for approval for these amendments.

Oak Valley Estates Homeowners Association, Inc., as representative:

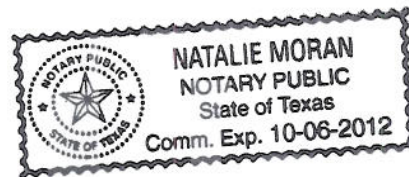
By: [Signature]
James Wagner, President

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on the 11-14, 2008, by James Wagner, President, Oak Valley Estates Homeowners Association, Inc.

Subscribed and sworn to before me this 11-14, 2008.

Natalie Moran
Notary Public, State of Texas
My commission expires: 10-6-12



004697

BK4537 PGO 834

AMENDMENT OF RESTRICTIVE COVENANTS OF
OAK VALLEY ESTATES
PHASES 10 AND 11

This Amendment of the Restrictive Covenants of Oak Valley Estates Phases 10 and 11 (the "Amendment") is executed by the undersigned to be effective for all purposes as of the 1st day of October, 2008.

WHEREAS, R. A. Development, Inc., a Texas corporation, did establish by that certain Restrictive Covenants of Oak Valley Estates Phases 10 and 11 dated March 31, 2004, and recorded in Volume 3258, Page 0049 of the Deed Records of Johnson County, Texas, certain covenants, conditions and restrictions covering the "Property" therein described (the "Declaration").

WHEREAS, Article A, Section 5 of the Declaration provides that the Declaration may be amended by the owners of legal title of two-thirds of the Lots; and

WHEREAS, the undersigned are the owners of the legal title of at least two-thirds of the Lots; and

WHEREAS, the undersigned desire to amend the Declaration as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby approve and adopt this Amendment and shall cause same to become effective by recordation thereof in the appropriate real property records of Johnson County, Texas, in accordance with Article A, Section 5 of the Declaration. By this Amendment, the following modifications shall be and are hereby made to the Declaration:

1. Article A, Section 2 of the Declaration is hereby deleted and the following is substituted therefor:

2. These restrictions are for the benefit of and shall inure to each and every property owners of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots located in Oak Valley Estates, Phases 10 & 11 violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event any owner of one or more lots of Oak Valley Estates, Phases 10 & 11, may institute legal proceedings to enjoin, abate and/or correct such violation and/or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions shall pay all attorney's fees to be fixed by the Court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same

manner as any other lien upon real estate, the procedure which is fixed by statute. Oak Valley Estates Home Owners Association, Inc., (hereafter referred to as "The Association"), may act on behalf of residents of Oak Valley Estates Phases 10 & 11 to institute legal proceedings regarding these restrictions.

2. Article B, Section 3 of the Declaration is hereby deleted and the following is substituted therefor:

3. Other than the usual and ordinary household pets, no livestock or poultry of any kind shall be raised, bred, or kept on any lot. No commercial breeding of domesticated pets will be allowed.

3. Article C, Section 3 of the Declaration is hereby deleted and the following is substituted therefor:

3. Accessory structures to the main living structure (including, but not limited to, dog houses, gazebos, metal storage sheds, playhouses, detached garages, greenhouses, and the like) are allowed if and only if they meet the following requirements:
 - a. Designed for outdoor use.
 - b. All accessory structures other than a detached garage shall be less than eight (8) feet ten (10) inches in height to the top of the roof ridge. A detached garage shall have less than seven (7) feet in height from the top of the wall to the top of the roof ridge. A detached garage shall have no more than eight (8) feet tall exterior walls.
 - c. An accessory structure other than a detached garage shall have less than 120 square feet of floor space.
 - d. Visually harmonious with the house or fence to which it is most visually related or physically attached, including matching major materials such as siding (brick or masonry is not required on accessory structures) and roofing (to be the same color as the residence), dominant colors, construction details, and pitch of roof.
 - e. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the Association reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or remove it.

4. Article C, Section 10 of the Declaration is hereby deleted and the following is substituted therefor:

10. No mobile homes or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements.

5. Article D, Section 1 of the Declaration is hereby deleted and the following is substituted therefor:

1. The Architectural Control Committee as referred to herein shall be designated by the Oak Valley Estates Homeowners Association, Inc. board of directors. The architectural control committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Each lot shall be entitled to one vote, irrespective of the number of person owning an interest in such lot.

6. Article D, Section 2 of the Declaration is hereby deleted and the following is substituted therefor:

2. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within the thirty days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

7. Article E of the Declaration is hereby deleted and the following is substituted therefor:

E. DUES AND SUBORDINATION OF LIEN RIGHTS:

1. Dues, membership fees and transfer fees shall be paid to the Oak Valley Estates Home Owners Association, Inc., for the purpose of maintaining the condition of neighborhood entrances on South Hurst Road and upholding the standards listed in these restrictions in accordance with the Association by-laws and articles of incorporation.
2. The initial home owners association annual dues shall be due upon the sale of a

completed residence and shall be collected at the closing of the property. The amount of the initial dues shall be EIGHT AND 33/100 DOLLARS (\$8.33) per month for each month between closing and the second Monday of the next July. Annual dues shall be due and payable on the second Monday of July and shall be due each year thereafter. The amount of the annual dues shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

3. Upon subsequent sale or transfer of ownership of the residence, a one-time transfer fee will be paid to the Association and a notification of the name of the new owner will be given to the Association. The amount of the transfer fee will be FIFTY AND NO/100 DOLLARS (\$50) and will be paid by the buyer.
4. Any lien created pursuant to the Association By-Laws or these Restrictions to secure payment of sums due the Association for dues, assessments, special assessments or otherwise shall remain second and inferior to any lien granted to a lender to secure a purchase money loan on any lot, including any refinance of such loans.
5. All membership fees, transfer fees and dues shall be paid to the Association board of directors and may be sent by mail to the Oak Valley Estates Homeowner's Association, PO Box 2893, Burleson, TX, 76097.

Executed this 11-14, 2008, with the signatures of the required number of owners of legal title as noted on page one (1) of these amendments, based on the date of the last signature(s) obtained for approval for these amendments.

Oak Valley Estates Homeowners Association, Inc., as representative:

By: [Signature]
James Wagner, President

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on the 11-14, 2008, by James Wagner, President, Oak Valley Estates Homeowners Association, Inc.

Subscribed and sworn to before me this 11-14, 2008.

Natalie Moran
Notary Public, State of Texas
My commission expires: 10-6-12

