

STATE OF TEXAS §

COUNTY OF JASPER § 173447

AMENDMENT TO RESTRICTIVE COVENANTS

SECTION 38. RAYBURN COUNTRY

This Amendment to Restrictive Covenants is made by the undersigned, being a majority of the owners of Lots in Rayburn Country Section 38 (such section being referred to in this amendment as the "Section 38"), a subdivision in Jasper County, Texas, as shown on the map or plat thereof on file or record in Volume 1, Page 151, Map or Plat Records of Jasper County, Texas (the "Plat").

Background Information and References

WHEREAS, "the owners of a majority of lots in said section" are authorized by the provisions of the restrictive covenants (referred to in this amendment as the "Restrictive Covenants") recorded in File No. 19849, Vol. 362, Page 475, et seq., of the Official Public Records of Real Property of Jasper County, Texas to change the "covenants and restrictions in whole or in part or releasing any portion of the property from any one or more, or all of said restrictions the provisions of any such instrument";

WHEREAS, Section 38 has been incorporated into and replatted as a part of "The Coves at Rayburn Country" as shown by the map or plat thereof on file or record in Volume 2, Page 33, Map or Plat Records of Jasper County, Texas;

WHEREAS, the owners of Lots as reflected by the Plat are also the owners of lots as reflected by the plat of "The Coves as Rayburn Country";

WHEREAS, the undersigned owners constitute a majority of the owners of Lots out of Section 38; and

WHEREAS, the undersigned owners constitute the owners of a majority of lots out of

Section 38;

WHEREAS, the undersigned owners agree that the Restrictive Covenants should be amended with respect to Section 38 as herein provided.

NOW, THEREFORE, it is declared that the Restrictive Covenants are hereby amended as applicable to Section 38 as follows:

A. AMENDMENT APPLICABLE TO SUBPARAGRAPHS 3(A), (B) AND (C)

Subparagraphs 3(a), (b) and (c) appearing on page 5 (at Vol. 362, Page 479) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such subparagraphs 3(a), (b) and (c) number read as follows and such subparagraphs 3(a), (b) and (c) shall be deemed deleted:

3. SPECIFIC LAND USE:

(a) No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling, together with a garage or carport attached thereto by & covered breezeway or otherwise, and a guest house for the use solely of the owner or occupant of the single-family dwelling, and boundary line and patio fences and retaining walls, provided, however, that piers, boathouses and similar facilities may be constructed if same are permissible under governmental regulations and are approved in writing by the Environmental Control Committee. No business or profession shall be carried on or conducted upon any portion of said property.

(b) No lot in said Subdivisions shall be subdivided into smaller lots or parcels of land to obtain additional building sites. Only one residence shall be constructed on each lot. However, this shall not prohibit the construction of one residence on two or more lots as shown on said map or plat, provided approval of the Environmental Control Committee be obtained, but all charges and liens shall remain applicable to the property as separate lots.

(c) Until Rayburn has sold all of the lots in said Subdivisions, a field office may be located and maintained on one

lot by Rayburn and its sales agents, the location of which field office may be changed from time to time as the lots are sold. Except for said office, no trailer, mobile home, tent, shack or other temporary structure shall ever be [sic] place on any lot, except during construction of improvements on the lot and to be removed on completion of improvements, and no temporary building, garage or other outbuilding placed on any lot shall at any time be used for human habitation.

In place of the original subparagraph numbers 3(a), (b) and (c) applicable to Section 38, new subparagraphs 3(a),(b) and (c) shall be substituted applying to Section 38 as follows:

3. SPECIFIC LAND USE:

(a) *No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, together with a garage or carport attached thereto either directly or by a covered breezeway or covered and enclosed walkway, and a guest house for the use solely of the owner or occupant of the single-family dwelling, and boundary line and patio fences and retaining walls, provided, however, that piers, boathouses and similar facilities may be constructed if same are permissible under governmental regulations and are approved in writing by the Environmental Control Committee. No business or profession shall be carried on or conducted upon any portion of said property.*

(b) *No lot in said Subdivisions shall be subdivided into smaller lots or parcels of land to obtain additional building sites. Only one residence shall be constructed on each lot. However, this shall not prohibit the construction of one residence on two or more lots as shown on said map or plat, provided approval of the Environmental Control Committee be obtained, but all charges and liens shall remain applicable to the property as separate lots, except that where two or more lots are contiguous, owned by a common owner, and used as a residence, such combined lots shall be considered only one lot for the purpose of assessments, dues or other Association charges.*

(c) *Until Rayburn has sold all of the lots in said Subdivisions, a field office may be located and maintained on one lot owned by Rayburn and its sales agents, the location of which field office may be changed from time to time as the lots are sold.*

Except for said office, no trailer, mobile home, tent, shack or other temporary structure shall ever be placed on any lot, except during construction of improvements on the lot and to be removed on completion of improvements, and no field office, temporary building, garage or other outbuilding placed on any lot shall at any time be used for human habitation, whether before, during or after construction.

B. AMENDMENT APPLICABLE TO SUBPARAGRAPHS 4(A), (C), (D) AND (E)

Subparagraphs 4(a), (c), (d) and (e) appearing on page 6 (at Vol. 362, Page 480) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such Subparagraphs 4(a), (c), (d) and (e) read as follows and such Subparagraphs 4(a), (c), (d) and (e) shall be deemed deleted:

4. BUILDING RESTRICTIONS:

(a) No principal dwelling house shall be constructed or maintained which shall have a living area, exclusive of garage, patios, terraces and open porches, of less than 1,250 square feet.

...

(c) No building or structure shall be constructed of a building material that will cause the sunlight to be unduly reflected nor shall any building or other structures be painted with any paint or other material that will cause the sunlight to be unduly reflected, the Environmental Control Committee hereinafter provided for to be the sole judge of whether there is undue reflection.

(d) All driveways shall be paved with concrete, asphalt or other hard surface.

(e) No building or structure shall be erected except upon approval of the Environmental Control Committee, as provided in Paragraph 5, such Committee shall have the power to disapprove any plans for structures not in harmony with nearby structures of [sic] contrary to the substantial interests of other lot owners in there [sic] sections.

In place of the original Subparagraphs 4(c), (d) and (e) applicable to Section 38, new

Subparagraphs 4(c), (d) and (e) shall be substituted applying to Section 38 as follows:

4. BUILDING RESTRICTIONS:

(a) *No principal dwelling house shall be constructed or maintained which shall have a living area, exclusive of garage, patios, decks, terraces and open porches, of less than 1,600 square feet.*

...

(c) *No building or structure shall be constructed of a building material that will cause the sunlight to be unreasonably reflected causing harm or a nuisance nor shall any building or other structures be painted with any paint or other material that will cause the sunlight to be unreasonably reflected causing harm or a nuisance, subject to reasonable determination by the Environmental Control Committee.*

(d) *All driveways shall be of a hard surface (rock, slag, asphalt, concrete, brick or other similar material) intended to prevent erosion and support all reasonably anticipated vehicles.*

(e) *No building or structure shall be erected except upon approval of the Environmental Control Committee, as provided in Paragraph 5, such Committee shall have the power to disapprove any plans for structures that do not comply with these restrictions. The Environmental Control Committee shall not unreasonably withhold approval of any proposed building, structure or project.*

C. AMENDMENT APPLICABLE TO PARAGRAPH 5(B)

Subparagraph 5(b) appearing on page 7 (at Vol. 362, Page 481) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such Subparagraph 5(b) read as follows and such Subparagraph 5(b) shall be deemed deleted:

5. ENVIRONMENTAL CONTROL COMMITTEE: ...

(b) *Two copies of plot plan, plans and specifications and details of any proposed construction of alteration, including proposed construction material, color scheme and landscaping on any lot in said Subdivisions shall be delivered to said*

Environmental Control Committee together with an examination fee of \$30.00 to defray Committee expenses. Such plans shall be approved or disapproved within thirty (30) days after submission (except that, if not disapproved within such thirty (30) days, the plane shall be deemed approved); and all construction shall conform in detail to such plans and specifications so approved. Approval by this Committee shall in no way render the Committee, the Association or Rayburn liable for any defects in the plans or the work.

In place of the original Subparagraph 5(b) applicable to Section 38, a new Subparagraph 5(b) shall be substituted applying to Section 38 as follows:

5. ENVIRONMENTAL CONTROL COMMITTEE: ...

(b) Two copies of plot plan, structure plans and specifications and details of any proposed construction or alteration, including proposed exterior construction material, exterior color scheme and landscaping on any lot in said Section shall be delivered to said Environmental Control Committee together with an examination fee of \$30.00 to defray Committee expenses. Such plans shall be approved or disapproved within thirty (30) days after submission (except that, if not disapproved within such thirty (30) days, the plan shall be deemed approved); and all construction shall conform in detail to such plans and specifications so approved. Approval by this Committee shall in no way render the Committee, the Association or Rayburn liable for any defects in the plans or the work. The prior approval of the Committee shall not be required for general landscaping and ordinary fences, provided such landscaping and fences otherwise comply with these Restrictions. Walls higher than three feet (3') and extraordinary fences shall constitute structures requiring prior approval of the Committee.

D. AMENDMENT APPLICABLE TO SUBPARAGRAPHS 6(A), (B), (C) AND (D)

Subparagraphs 6(a), (b), (c) and (d) appearing on page 7 - 8 (at Vol. 361, Page 481 - 482) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such Subparagraphs 6(a), (b), (c) and (d) read as follows and such Subparagraphs 6(a), (b), (c) and (d) shall be deemed deleted:

6. GENERAL REGULATIONS:

(a) All property owners must use the water, sewage and sewage disposal system made available to these sections and no private water wells, septic tanks or outside toilets will be allowed. Storm water shall not be allowed to flow into the sewage system.

(b) No temporary structure or tent shall be placed on any lot, except for temporary storage of materials and during construction. No temporary structure shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any lot. No new structures may be occupied until substantially completed in accordance with its plans.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with the plans and specifications as approved, within six (6) months from commitment.

(d) Only well-behaved household pets shall be allowed and animals which interrupt the quiet of the neighborhood or cause reasonable concerns for the safety of person, pets or property are prohibited.

In place of the original Subparagraphs 6(a), (b), (c) and (d) applicable to Section 38, new Subparagraphs 6(a), (b), (c) and (d) shall be substituted applying to Section 38 as follows:

6. GENERAL REGULATIONS:

(a) *All lots not currently improved with or using private water wells or septic or sewage disposal systems, must, if offered at reasonable rates in the future, connect to and use any such future central water, sewage and sewage disposal system made available to Section 38 and, if such a central water, sewage and disposal system is offered at reasonable rates, no further private water wells, septic tanks or outside toilets will be allowed. Storm water shall not be allowed to flow into the sewage system.*

(b) *No temporary structure or tent shall be placed on any lot, except for temporary storage of materials during construction. No temporary structure shall be used at any time as a dwelling place, whether before, during or after construction, nor shall any overnight camping be permitted on any lot. Any such temporary structure placed on a lot during construction shall not*

be connected to any utility or private water or sewage system, it being the intention of these restrictions that such temporary structures shall be used for temporary storage only. No new structures may be occupied until substantially completed in accordance with its plans.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with the plans and specifications as approved, within eighteen (18) months from commencement.

(d) Only well-behaved household pets shall be allowed and animals which interrupt the quiet of the neighborhood or cause reasonable concerns for the safety of person, pets or property are prohibited. In addition to animals permitted by the foregoing sentence, farm and exotic animals shall be allowed on contiguous lots or tracts within Section 38 owned by one common owner having five or more acres as combined, provided that only one such farm or exotic animal shall be allowed per acre of the acreage of the combined lots or tracts and further provided that all such animals shall be fenced in and controlled by the owners of such lots or tracts.

E. AMENDMENT APPLICABLE TO PARAGRAPH 11

Paragraph number 11 appearing on page 16 - 17 (at Vol. 362, Page 490 - 491) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such paragraph number 11 read as follows and such paragraph shall be deemed deleted:

11. LIENS TO SECURE CHARGES:

There is hereby granted to the Association a lien upon each lot in these sections of Rayburn Country, to secure each of said charges levied against such lot in favor of the Association, to wit: (i) said Recreation Center amortization charge, (ii) said Recreation Center maintenance charge, and (iii) said annual Association charge, (in said order of priority), all of such liens to be junior and subordinate, however, to any purchase money lien reserved or granted in connection with a sale of such lot by Rayburn or the lien of any trust deed for construction or permanent financing of a residence on the lot. Said liens shall be expressly reserved in the deed from Rayburn to the purchaser of such lot, each of which

liens may be foreclosed by an action at law or equitable foreclosure at any time within three (3) years after the date on which a notice of lien is filed in the County Clerk's office; and the property may be sold at public sale the same upon execution. The Association is hereby given the authority to execute any instrument in writing expressly subordinating said liens securing said charges to the lien of any bona fide lender who hereafter lends monies for the purpose of purchasing any lot in said section and/or for the construction and/or permanent financing of any improvements on such lot, such instrument to be in such form and effect as may to the Association deem appropriate.

In place of the original paragraph number 11 applicable to Section 38, a new paragraph number 11 shall be substituted applying to Section 38 as follows:

11. LIENS TO SECURE CHARGES:

There is hereby granted to the Association a lien upon each lot in these sections of Rayburn Country, to secure each of said charges levied against such lot in favor of the Association, to wit: (i) said Recreation Center amortization charge, (ii) said Recreation Center maintenance charge, and (iii) said annual Association charge, (in said order of priority), all of such liens to be junior and subordinate, however, to any purchase money lien reserved or granted in connection with a sale of such lot by Rayburn or the lien of any trust deed for construction or permanent financing of a residence on the lot. Said liens shall be expressly reserved in the deed from Rayburn to the purchaser of such lot, each of which liens may be foreclosed by an action at law or equitable foreclosure at any time within three (3) years after the date on which a notice of lien is filed in the County Clerk's office; and the property may be sold at public sale the same upon execution. The Association is hereby given the authority to execute any instrument in writing expressly subordinating said liens securing said charges to the lien of any bona fide lender who hereafter lends monies for the purpose of purchasing any lot in said section and/or for the construction and/or permanent financing of any improvements on such lot, such instrument to be in such form and effect as may to the Association deem appropriate. The charges levied against any such lot shall be limited as provided in these Restrictive Covenants. All such charges against any lot in Section 38 must be consistent with the charges imposed against other properties in Rayburn Country.

F. AMENDMENT APPLICABLE TO PARAGRAPH 15

Paragraph number 15 appearing on page 18 - 19 (at Vol. 363, Page 492 - 493) of the Restrictive Covenants as applied to Section 38 shall be changed. Before giving effect to this amendment, such paragraph number 15 read as follows and such paragraph shall be deemed deleted:

15. TERM OR [SIC] RESTRICTIONS AND AMENDMENTS:

The covenants and restrictions herein set forth shall run with the land and shall be binding upon Rayburn, its successors and assigns, and all persons or parties claiming under it, until May 31, 2005, at which time they shall be automatically extended for three successive periods of ten (10) years each unless prior to the expiration of such period or any such successive ten (10) year period, as the case may be, the owners of a majority of lots in said section shall have executed and recorded an instrument changing these covenants and restrictions in whole or in part or releasing any portion of the property from any one or more, or all of said restrictions [sic] the provisions of any such instrument. However, no amendment modifying the amortization charges shall be effective while the note or other capital obligation is outstanding without consent of the holder of such note or other obligation.

In place of the original paragraph number 15 applicable to Section 38, a new paragraph number 15 shall be substituted applying to Section 38 as follows:

15. TERM OF RESTRICTIONS AND AMENDMENTS:

The covenants and restrictions herein set forth shall run with the land and shall be binding upon Rayburn, its successors and assigns, and all persons or parties claiming under it, the lots in Section 38, and all owners of any tract of land located within Section 38 until May 31, 2025, at which time they shall be automatically extended for three successive periods of ten (10) years each unless prior to the expiration of such period or any such successive ten (10) year period, as the case may be, the owners of a majority of lots in said section shall have executed and recorded an instrument changing these covenants and restrictions in whole or in part or releasing any portion of the property from

any one or more, or all of said restrictions or the provisions of any such instrument. However, no amendment modifying the amortization charges shall be effective while the note or other capital obligation is outstanding without consent of the holder of such note or other obligation.

G. LIBERAL INTERPRETATION

The Restrictive Covenants as amended by this amendment shall be liberally construed to effectuate their purpose of establishing and maintaining a general plan and building scheme of promoting the development of well maintained, attractive, residential lots.

H. CONFLICTS

To the extent that there is any conflict or inconsistency between the provisions of this document, the Restrictive Covenants, and/or the Plat, the provisions of this document shall control.

This Amendment is being executed in multiple counterparts, each of which when taken together shall constitute one original.

This Amendment shall be effective when signed by the owners of a majority of lots in Section 38. After an owner signs this Amendment, the fact that the owner subsequently conveys the lot or lots does not affect the previous signing of this Amendment.

A signature may be withdrawn from this Amendment but only as follows: To withdraw a signature and be an effective withdrawal, the signer must request that the signature be withdrawn and the request must be (a) in writing, (b) be signed and acknowledged by the signer and (c) filed with the County Clerk of Jasper County, Texas within thirty days after the date that these Amendments have been filed with the County Clerk purporting to bear the signatures of a majority of the owners of Lots in Rayburn Country Section 38. The filing of an effective withdrawal request nullifies the signature on this Amendment and places the signer in the same position as if

the signer had not signed the Amendment.

Each owner's signature appears below together with such owner's signature and acknowledgment and notation of the tract(s) owned by each such owner.

[INSERT SIGNATURE PAGES FOR ALL OWNERS]

[INSERT ACKNOWLEDGMENTS FOR ALL OWNERS]

AMENDMENT TO RESTRICTIVE COVENANTS
Signature/Acknowledgment Pages

Lot Address(es):
232 Lands End Dr
Brookeland TX 75931

Section 38
Lot Number(s):
29, 30, 31, 32, 33, 34, 35,
36, 37, 38, 39, 40, 41, 42,
43, 44, 45, 46, 47, 48, 49,
50, 51, 52, 53

The Coves
Lot Number(s):
29-53 inclusive

Dated: 8-23-05

Wayne McDaniel Sr.
Signature of Owner
Typed or printed name of Owner

Dated: 8-23-05

Marla McDaniel
Signature of Owner
MARLA McDaniel
Typed or printed name of Owner

THE STATE OF TEXAS
COUNTY OF HARDIN

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BEFORE ME, the undersigned authority, on this 23rd day of August, 2005, personally appeared Wayne McDaniel, Sr., known to me (or proved to me through the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Nicole M. Spittler
Notary Public, State of Texas

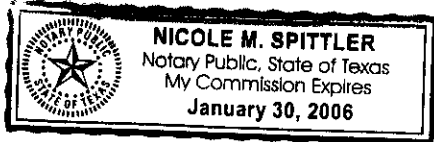


THE STATE OF TEXAS
COUNTY OF HARDIN

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BEFORE ME, the undersigned authority, on this 23rd day of August, 2005, personally appeared MACIA MCDANIEL, known to me (or proved to me through the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Nicole M. Spittler
Notary Public, State of Texas



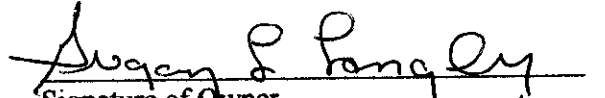
AMENDMENT TO RESTRICTIVE COVENANTS
Signature/Acknowledgment Pages

Lot Address(es):
689 Lands End Dr
Brookeland TX 79931

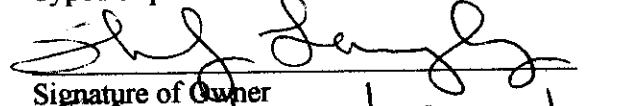
Section 38
Lot Number(s):
23, 24

The Coves
Lot Number(s):
23, 24

Dated: 9-21-05


Signature of Owner
GREGORY L. LANGLEY
Typed or printed name of Owner

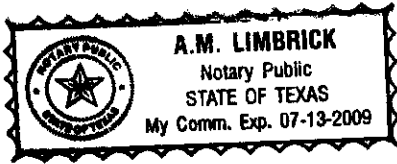
Dated: 9-21-05


Signature of Owner
Shirley Langley
Typed or printed name of Owner

THE STATE OF TEXAS
COUNTY OF JASPER

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BEFORE ME, the undersigned authority, on this 21st day of September, 2005, personally appeared Gregory L Langley, known to me (or proved to me through the oath of _____ or through TX DL 20141078) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

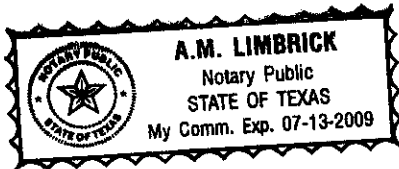


A.M. Limbrick
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF JASPER

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BEFORE ME, the undersigned authority, on this 21st day of September, 2005, personally appeared Shirley A Langley, known to me (or proved to me through the oath of _____ or through Tx 20141079) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



A.M. Limbrick
Notary Public, State of Texas

AMENDMENT TO RESTRICTIVE COVENANTS
Signature/Acknowledgment Pages

Lot Address(es):
LANDS END Dr
Brookeland TX

Section 38
Lot Number(s):
7, 8, 9
7x, 8x, 9x

The Coves
Lot Number(s):
7, 8, 9
7x, 8x, 9x

Dated: 10-07-2005

Charles Boren

Signature of Owner
Charles Boren
Typed or printed name of Owner

Dated: 10-07-2005

Beth Boren

Signature of Owner
Beth Boren
Typed or printed name of Owner

THE STATE OF ~~TEXAS~~ ^{Louisiana}
Parish ~~COUNTY OF~~ Livingston §
§

BEFORE ME, the undersigned authority, on this 7th day of October, 2005,
personally appeared Beth Neuman Boren, known to me (or proved to me
through the oath of _____ or through Drivers License) to
be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

Brenda J Chalum 8985
Notary Public, State of ~~Texas~~ Louisiana



THE STATE OF ~~TEXAS~~ ^{Louisiana}
COUNTY OF Livingston §
§

BEFORE ME, the undersigned authority, on this 7th day of October, 2005,
personally appeared Charles Robert Boren, known to me (or proved to me
through the oath of _____ or through driver's license) to
be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

Brenda J Chalum 8985
Notary Public, State of ~~Texas~~ Louisiana



STATE OF TEXAS COUNTY OF JASPER
I HEREBY CERTIFY THAT THIS instrument was
filed on the Date and time stated hereby by me
and was duly Recorded in the Official Public Records
of Jasper County Texas on

FILED FOR RECORD
2005 OCT 17 P 4: 23

OCT 17 2005

DEBBIE NEWMAN
CLERK, COUNTY COURT
JASPER COUNTY, TEXAS
BY: Cristina
DEPUTY



Dustin Harrison
County Clerk
Jasper Co. Texas

173447