

NINTH AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
For
RIVER'S RUN AT THE BRAZOS, SECTION ONE (1)
A SUBDIVISION IN FORT BEND COUTNY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, VENTANA DEVELOPMENT READING, LTD., a Texas limited partnership, (the "Developer") was the sole owner of that certain real property commonly known as Rivers Run at the Brazos Property Owners Association, Inc. (the "Subdivision") according to the plat recorded in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File No: 2005053901;

WHEREAS, Developer by those certain instruments entitled "Declaration of Covenants, Conditions and Restrictions for Rivers Run at the Brazos, Section One (1), a Subdivision in Fort Bend County, Texas" and "First Amendment to Declaration of Covenants, Conditions and Restrictions for Rivers Run at the Brazos, Section One (1), a Subdivision in Fort Bend County, Texas" which were respectively filed of record in the Official Records of Real Property of Fort Bend County, Texas, under County Clerk's File Nos. 2005099777 and 2006018278 (the "Declaration") imposed on the Subdivision of all those certain covenants, conditions, restrictions and easements set forth therein;

Section 6.14 of the Declaration entitled "Capitalization Fee" is amended as follows:

SECTION 6.14 CAPITALIZATION FEE. Each Owner upon acquisition of record title to a Lot, other than the Developer or Builder will be obligated to pay a fee to the Association in an amount equal to one hundred percent (100%) of the Annual Assessment for that year for the purpose of capitalizing the Association. This amount shall be known as the Capitalization Fee. The Capitalization Fee shall be in addition to, not in lieu of the Annual Assessment and shall not be considered an advance payment of the Annual Assessment. The Capitalization Fee shall initially be used by the Association to defray its initial operating costs and other expenses and later to ensure the Association has adequate funds to meet its expenses and otherwise, including contributions to the Associations reserve fund all as the Board of Directors in its sole discretion to determine. The Capitalization Fee is the personal obligation of the Owner of the Lot in question and is secured by the Association's lien retained in Section 6.3 of the Declaration and subject to the effects of nonpayment set forth in Section 6.1 of the Declaration.

The amendment of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the Declarant hereby executes this Amendment to be effective upon filing of record in the Official Public Records of Real Property of Fort Bend County, Texas.

DEVELOPER:

**VENTANA DEVELOPMENT READING, LTD.
a Texas limited partnership**

By: Ventana Reading Road, L.L.C.,
General Partner

BY:


James B. Grover, Jr., Co-Manager

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, a notary public, on this day personally appeared James B. Grover, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 12 day of May, 2015.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RETURN TO:

GREGG-GREGG P.C.
16055 Space Center Blvd. Ste. 150
Houston, Texas 77058

