



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

THE STATE OF TEXAS

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§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

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WHEREAS, VENTANA DEVELOPMENT READING, LTD., a Texas limited partnership (the "Developer"), was the sole owner of that certain real property commonly known as River Run at the Brazos, Section One (1) (the "Subdivision") according to the plat recorded in the Official Public Recorded of Real Property Fort Bend County, Texas under County Clerk's File No. 2005053901.

WHEREAS, Developer by that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for River's Run at the Brazos, Section One (1), a Subdivision in Fort Bend County, Texas" filed of record in the Official Public Records of Real Property of Fort Bend County, Texas, under County Clerk's File No. 2005099777, (the "Declaration"), imposed on the Subdivision all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth;

WHEREAS, Article IX, Section 9.6 of the Declaration provides:

This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within the Subdivision, and thereafter by an instrument signed by those Owners owning not less than sixty-seven percent (67%) of the Lots within the Subdivision; and

WHEREAS, the Developer and Pulte Homes of Texas, L.P. ("Pulte") own one hundred percent (100%) of the Lots within the Subdivision.

NOW, THEREFORE, the Developer and Pulte amend the Declaration as set forth below.

Article III, Section 3.13 of the Declaration entitled "Signs, Advertisements, Billboards", is amended to read as follows:

SECTION 3.13 **SIGNS, ADVERTISEMENTS, BILLBOARDS.**

No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Architectural Control Committee other than (a) one sign not in excess of five (5) square feet advertising a particular Lot and residence on which the sign is situated for sale, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of such Lot nor located closer to any street

than six feet (6') nor blocking any sidewalk or driveway), provided, however, no sign advertising a Lot and Residence for sale shall contain the word "foreclosure" or "for lease" or any derivative of such word, (b) one sign to identify the particular Lot during the period of construction of a Residence thereon as for sale so long as such sign has been approved by the Architectural Control Committee; (c) signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling so long as the sign is not more than eight inches by eight inches (8" x 8") or the sticker is not more than four inches by four inches (4" x 4") and there shall be no more than one (1) sign located in the Lot of each Residence and no more than one (1) sticker located on each window and door, (d) stickers upon windows and doors for the "Child Find" program or a similar program sponsored by a local police or fire department, (e) signs required for legal proceedings and (f) Owners may place ground mounted signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

- (1) no Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
- (2) no more than one (1) Political Sign is allowed per political candidate or ballot item.
- (3) no Political Sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than four feet by six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

The Association will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

This provision shall not apply to Association or Developer project identity signs, nor Association signs for recreation rules or Association informational signs.

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

DATED this 5TH day of MARCH, 2007.

DEVELOPER:

VENTANA DEVELOPMENT, LTD.
a Texas limited partnership

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

By: *James B. Grover*
James B. Grover, Co-Manager

PULTE HOMES OF TEXAS, L.P.,

By: Its Agent and Attorney-In-Fact for PN 1, Inc.,
General Partner

By: *Alan F. Bauer*
Alan F. Bauer
Agent & Attorney in Fact

STATE OF TEXAS §
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COUNTY OF HARRIS §

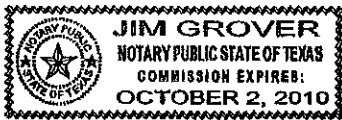
Before me, a notary public, on this day personally appeared James B. Grover, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 5TH day of MARCH, 2007.

Jim Grover
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared ALAN BAUER, 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 8 day of MARCH, 2007.




NOTARY PUBLIC - STATE OF TEXAS

CONSENT AND SUBORDINATION OF LENDER

The undersigned, being the owner and holder of a lien against the Subdivision, hereby consents to the "Declaration of Covenants, Conditions and Restrictions for River's Run at the Brazos, Section One (1), a Subdivision in Fort Bend County, Texas" filed of record in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File No. 2005099777 and the "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for River's Run at the Brazos, Section One (1) A Subdivision in Fort Bend County, Texas" ("Declaration") and joins in to subordinate its lien to the Declaration so that the Declaration shall hereafter be considered the superior in title to all liens in favor of the undersigned against the Subdivision; and hereby further agrees that a foreclosure of any or all of its liens shall not affect the foregoing reservations, restrictions, covenants and conditions in the Declaration.

This consent and joinder shall not be construed or operate as a release of any mortgage or liens owned or held by the undersigned, or any part thereof, but the undersigned agrees that its liens shall hereafter be upon and against the Subdivision, subject to the foregoing Declaration (except that no provision hereof shall be construed to subordinate the liens of the undersigned to any liens reserved or referred to in the foregoing Declaration).

Executed as of March 14, 2007.


LENDER

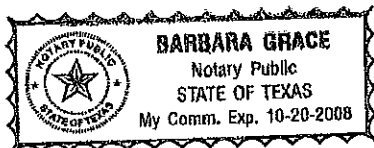
TEXAS STATE BANK OF RIVERWAY

By: 
Jim MacIntyre, Executive Vice-President

STATE OF TEXAS §
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COUNTY OF HARRIS §

On March 14, 2007, before me, personally appeared Jim MacIntyre, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Notary Public in and for the State of Texas



RETURNED AT COUNTER TO:

JIM GROVER
3100 SOUTH GESSNER STE 111
HOUSTON, TX 77063

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2007 Apr 11 02:25 PM

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LJ \$25.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS