



THIRD 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 §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF FORT BEND §

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 II of the Declaration entitled "Architectural Controls", Section 2.6 is amended to read as follows:

SECTION 2.6 **EXTERIOR MATERIALS.** The exterior materials of the main residential dwelling, any attached garage and any servants' quarters shall be not less than sixty percent (60%) brick, stone or cultured stone on the ground floor, with the remainder being either brick, stone cultured stone or masonry siding, "hardiplank" or "Smart Side" unless otherwise approved by the Committee.

Article II of the Declaration entitled "Architectural Controls", Section 2.13 is amended to read as follows:

SECTION 2.13 **SIDEWALKS.** Before the dwelling house is completed and occupied, the Builder shall construct a concrete sidewalk four feet (4') in width parallel to the street curb two inches (2") back from the property lines of the Lot into the street right-of-way. Builders with Lots adjacent to boulevards or such major thorough-fares as designated by the Developer, shall construct a concrete sidewalk five feet (5') in width parallel to the street curb two inches (2") back from the property lines of the Lot into the street right-of-way. Builders on corner Lots shall install such a sidewalk both parallel to the front Lot line and parallel to the side street Lot Line. If the Builder fails to construct any sidewalk required by this section, the Owner of the Lot shall be responsible for the construction of the required sidewalks. Such sidewalks shall comply with all federal, state and county regulations respecting construction and/or specifications, if any. Locations of sidewalks are not to be varied except when required to avoid existing trees.

Article II of the Declaration entitled "Architectural Controls", Section 2.14 is amended to read as follows:

SECTION 2.14 **HOUSING PLAN AND ELEVATION REPETITION.** The following three scenarios represent the Section guidelines for determining when a plan and elevation can be repeated within the Section:

- (1) when building the same plan, different elevation, on the same side of the street, two (2) full Lots must be skipped;
- (2) when building same plan, different elevation, on both sides of the street, one (1) full Lots must be skipped; and
- (3) when building the same plan, same elevation, on the same side of the street or on both sides of the street, two (2) full Lots must be skipped.

Article II of the Declaration entitled "Architectural Controls", Section 2.22 is amended to read as follows:

SECTION 2.22 **DRIVEWAYS.** The Builder is required to build driveways into the street right-of-way. If the Builder fails to construct any driveway required by this section, the Owner of the Lot shall be responsible for the construction of the required driveways. All driveway locations must be approved by the Architectural Control Committee. To the extent possible, driveways are to be de-emphasized, highlighting instead the landscape and pedestrian environment.

Concrete driveways are to be a minimum four inches (4") thick over a sand base. A number six (#6), six inch (6") by six inch (6") inch woven wire mesh shall be installed within the "drive-in" portion of the driveway between the curb and sidewalk. County specifications regarding driveway cuts and curb returns at driveway openings shall be adhered to.

Driveways may be paved with concrete or unit masonry, although use of materials should be consistent with the architectural character

of the entire neighborhood. The use of stamped or colored concrete, interlocking pavers, brick pavers and brick borders are encouraged, but must be approved by the Architectural Control Committee. Asphalt paving is prohibited.

Driveways should not be constructed over inlets or manholes. In instances when this is unavoidable, compliance with county regulations, which may require inlet adjustment and/or elevation, will be necessary. Driveways shall be located no closer than two feet (2') from the side property line. Driveways serving residences with attached side or rear loaded garages and/or detached garages shall be a minimum of ten feet (10') in width. Driveways serving attached two car garages facing the street shall be either sixteen feet (16') in width or eighteen feet (18') in width for lots greater than fifty-five feet (55') wide and sixteen feet (16') in width for lots 55' wide and smaller. Driveway slopes should be uniform with smooth transitions between areas of varying pitch. The use of circular drives is discouraged and will only be allowed by the Architectural Control Committee in instances when the width of the Lot is sufficient to accommodate such driveways while leaving a significant amount of green space. Under no circumstances may an entire front yard be paved as a driveway.

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

DATED this 6TH day of NOVEMBER, 2006.


DEVELOPER:

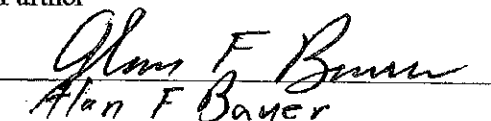
VENTANA DEVELOPMENT, LTD.
a Texas limited partnership

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

By: 
James B. Grover, Co-Manager

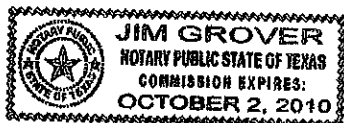
PULTE HOMES OF TEXAS, L.P.,

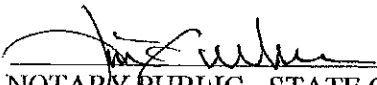
 By: Its Agent and Attorney-In-Fact for PN 1, Inc.,
General Partner

By: 
Alan F Bayer

STATE OF TEXAS §
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COUNTY OF HARRIS §

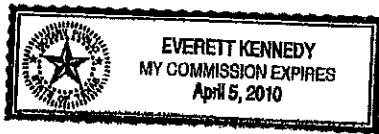
Before me, a notary public, on this day personally appeared James B. Grover, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 6TH day of NOVEMBER, 2006.




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 F. BRUER, 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 17th day of OCTOBER, 2006.




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 "Third 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 October 19, 2006.

LENDER

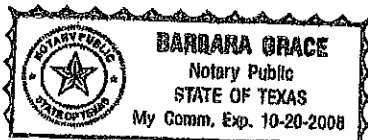
TEXAS STATE BANK OF RIVERWAY

By: [Signature]
Jim MacIntyre, Executive Vice-President

STATE OF TEXAS §
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COUNTY OF HARRIS §

On October 19, 2006, 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.

[Signature]
Notary Public in and for the State of Texas



RETURNED AT COUNTER TO:

VENTANA DEVELOPMENT - JIM GROVER
3100 S. GESSNER # 111
HOUSTON, TX 77063

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2006 Nov 20 10:54 AM

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LJ \$29.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS