



RESTRICT 2006083678

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UNIVERSAL LAND TITLE

GF# *Courtsey Recording*
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SECOND 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

§

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 River Run at the Brazos, Section One (1) (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 River's 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 River's Run at the Brazos, Section One (1), a Subdivision in Fort Bend County, Texas" which were respectively filed of record in the Official Public Records of Real Property of Fort Bend County, Texas, under County Clerk's File Nos. 2005099777 and 2006018278 (the "Declaration") imposed on the Subdivision all those certain covenants, conditions, restrictions, and easements set forth therein;

WHEREAS, 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 at least seventy-five percent (75%) of the Lots within the Subdivision.

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

Article I of the Declaration entitled "Definitions" is amended to add new Sections 1.13 and 1.14 as follows:

SECTION 1.13 "ASSOCIATION WALL(S)" shall mean and refer to those fences or walls constructed or caused to be constructed by Developer on Lots and Common Areas, which fences or walls shall be maintained by the Association. For the purpose of this Declaration, Association Walls will include the fences located on the rear of Lots that abut the following roads adjacent to the Properties: Rohan Road, Hidden River Drive, Benton Road and Reading Road. Notwithstanding anything contained in this Declaration to the contrary, Association Walls will be maintained by the Association. Owners upon whose Lots are constructed Association Walls shall ensure that no improvements, plants, shrubs or trees on the Owner's Lots ever impair the integrity of the Association Walls; should any Owner fail to comply with any of these requirements, the Owner of the Lot in question shall be responsible for the Association's expense of removing the offending improvements, plants, shrubs or trees and repairing or replacing the Association Wall caused by the Owner's failure to comply.

SECTION 1.14 "LAKE LOT(S)" shall mean any Lot, which shares any common boundary with a Lake or with a Reserve that is located between the Lake and a Lot.

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 or rent, 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 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.

Article III of the Declaration entitled "Use Restrictions" is amended to add a new Section 3.22 as follows:

SECTION 3.22 SPECIAL RESTRICTIONS FOR LAKE LOTS.

In addition to the use restrictions set forth above, the following restrictions shall apply to Lake Lots. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

- (a) Electric Service. Only underground electric service shall be available for Lake Lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under Lake Lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half feet (2½") to each side if said underground line shall be subject to excavation, retailing and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility

company. Owners of Lake Lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

- (b) Garages. Any garage on a Lake Lot that backs up to a Lake must be attached to the main residence. This requirement for an attached garage supersedes any contrary requirement.
- (c) Set-Back. All houses built on Lake Lots, which have a common boundary with a Lake and two streets shall face the common boundary of the Lot and the street from which the building set-back distance is larger, unless a deviation from this provision is approved by the Committee.
- (d) Landscaping. Owners of Lots adjoining a Lake will not grow, nor permit to grow, architectural varieties of grasses or other vegetation which, in the opinion of the Committee, is adverse to the Lake grasses or vegetation. Such Owners may, with the prior approval of the Committee, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation and after the installation of such barriers, grow such grasses or vegetation adjacent to the Lake. The rear lawn of each Lake Lot shall be completely sodded with St. Augustine grass (or a hybrid thereof). The rear yard of each Lake Lot shall be planted with a sufficient amount of shrubs so as to completely screen all housing foundations. Two (2) trees, with minimum tree height of ten feet (10') and four inches (4") in caliper, must be planted in the rear yard of all Lake Lots.
- (e) Above Ground Structures. Only main residential structures with attached garages and approved fences may be built on Lake Lots. No other improvements or above ground structures of any type shall be permitted (excluding landscaping approved by the Committee) within twenty feet (20') of the rear Lot line.
- (f) Roof Lines. The roofline on any approved structure on a Lake Lot may not extend onto the Lake nor any set back.
- (g) Limitations. No deck, terrace, trellis, steps, piers, or any other above ground structure allowed to protrude into or past the building set back lines.
- (h) No Docks. Owners of Lake Lots may not construct or maintain any docks or similar recreational or boating structures in any portion of the yard facing any Lake.
- (i) Prohibition. Owners of Lots (including without limitation, Owners of Lake Lots) may not utilize any boat, canoe, paddleboat, raft, or any type of floating vessel on a Lake.
- (j) Exterior Materials. All residential structures on Lake Lots, including attached garages, must have seventy five percent (75%) brick, rock, cultured stone, masonry or stucco on the

ground floor/first floor on all elevations (including front, sides and rear, but excluding eaves and fascia).

- (k) Fences. Fences are to be constructed and maintained on all Lake Lots. The fences shall enclose the rear Lot yard and/or side Lot and shall be built on the property line as otherwise herein required. The fences shall be ornamental iron fences with a fence height of four feet two inches (4'2") along the rear property line adjacent to the Lake and extending along the adjacent side property lines, thirty feet (30') from the rear property line graduated up to a maximum of six feet (6') in height. All fences must have the prior written approval of the Architectural Control Committee as to location, design, and material, color, and paint and stain requirements.

Article V, Section 5.2 of the Declaration entitled "Voting Classes" is amended to read as follows:

SECTION 5.2 **VOTING CLASSES.** The Association shall have two (2) classes of voting membership:

- Class A. Class A members shall be all Owners, with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.
- Class B. The Class B member(s) shall be the Developer or their successors or assigns and shall be entitled to seven (7) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (including duly annexed areas).

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 5.2, AND FOR THE BENEFIT AND PROTECTION OF THE LOT OWNERS AND ANY FIRST MORTGAGES OF RECORD, FOR THE SOLE PURPOSE OF ENSURING A COMPLETE AND ORDERLY BUILDOUT OF THE PROPERTIES, AS WELL AS A TIMELY SELLOUT, THE DEVELOPER WILL RETAIN CONTROL OF AND OVER THE ASSOCIATION UNTIL THE END OF THE DEVELOPER CONTROL PERIOD. FOR THE PURPOSES OF THIS SECTION 5.2, THE TERM "DEVELOPER CONTROL PERIOD" SHALL MEAN THE DATE WHEN THE LAST VACANT LOT IN THE PROPERTIES IS SOLD TO AN OWNER, OTHER THAN THE DEVELOPER OR A BUILDER. DEVELOPER MAY ALSO END THE DEVELOPER CONTROL PERIOD BY WRITTEN NOTICE TO THE BOARD

NOTIFYING THE BOARD OF ITS DECISION TO END THE DEVELOPER CONTROL PERIOD. AT THE FIRST ANNUAL MEETING OF THE ASSOCIATION AFTER THE END OF THE DEVELOPER CONTROL PERIOD, THE MEMBERS WILL ELECT THE DIRECTORS OF THE ASSOCIATION AS PROVIDED IN THE BY-LAWS. PRIOR TO THAT TIME THE DEVELOPER WILL APPOINT ALL MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION.

Article VI of the Declaration entitled "Assessments" is amended to add a new Section 6.14 as follows:

SECTION 6.14 CAPITALIZATION FEE. Each Owner upon acquisition of record title to a Lot, other than Developer or a Builder, will be obligated to pay a fee to the Association in an amount equal to fifty percent (50%) 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 Association's reserve fund all as the Board of Directors in its sole discretion shall determine. The Capitalization Fee is the personal obligation of the Owner of the Lot in question and secured by the Association's lien retained in Section 6.3 of this Declaration and subject to the effects of nonpayment set forth in Section 6.11 of this 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 its filing of record in the Official Public Records of Real Property of Fort Bend County, Texas.

DATED this 30th day of June, 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

Signature: 

Printed: Alan F Bauer

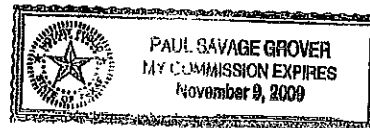
Its: General Partner

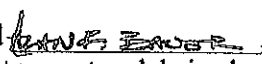
STATE OF TEXAS §
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COUNTY OF HARRIS §

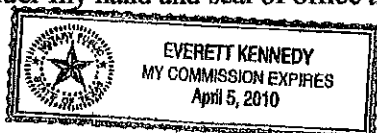
Before me, a notary public, on this day personally appeared James B. Grover, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 3 day of July, 2006.

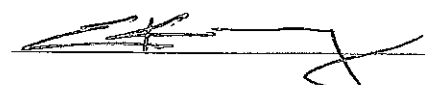

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §



Before me, a notary public, on this day personally appeared , 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 30 day of June, 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 "First 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 July 3, 2006.

LENDER

TEXAS STATE BANK OF RIVERWAY

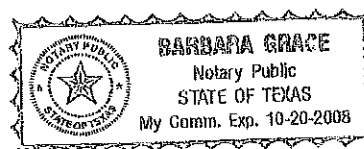
By: 
Jim MacIntyre, Executive Vice-President

STATE OF TEXAS §
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COUNTY OF HARRIS §

On July 3, 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.


Notary Public in and for the State of Texas

Return To:
Butler & Hailey, P.C.
1616 S. Voss Rd., Suite 400
Houston, Texas 77057



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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Jul 11 05:14 PM

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CAM \$41.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS