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SEVENTH AMENDMENT
to
**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**
for
RIVER'S RUN AT THE BRAZOS
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;

NOW, THEREFORE, the Developer amends the Declaration as set forth below.

Section 2.16 (b) of Article II, of the Declaration entitled "Landscaping" is amended to read as follows:

b). All Lots

A minimum of two (2) trees must be planted in the front yard, if there are not at least two (2) existing trees in the front yard after Lot clearing and construction has been completed. This rule shall not apply to street trees. One tree must have a minimum six inch (6") caliper when measured six inches (6") above grade and the other tree must have a minimum four inch (4") caliper. Minimum tree height for the four-inch caliper tree is ten feet (10'), and minimum for the six inch caliper tree is fifteen feet (15').

Trees must be planted in an informal manner with one (1) tree on every other Lot, planted within twelve feet (12') of the back of curb, to promote a street tree program. The tree planting plan should not be repeated on adjacent Lots.

Shrubs shall include a minimum of ten (10) large species (minimum five (5) gallon), fifteen (15) small species (minimum of one (1) gallon) and two (2) fifteen (15) gallon species.

No trees within the subdivision shall be planted between the curb and the sidewalk unless otherwise approved by the Architectural Control Committee.

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

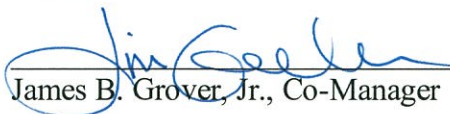
DATED this 4 day of APRIL, 2013.

DEVELOPER:

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

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

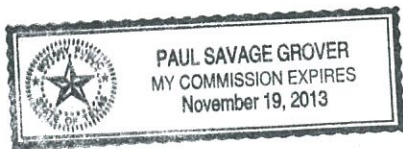
By:


James B. Grover, Jr., Co-Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 4 day of APRIL, 2013.


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, 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 April 5th, 2013.

LENDER

TEXAS CAPITAL BANK

By: 

Print Name: Carolynn Alexander

Title: Sr. Vice President

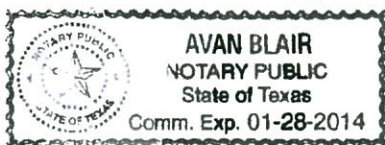
STATE OF TEXAS

§

COUNTY OF HARRIS

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On April 5th, 2013, before me, personally appeared Carolynn Alexander 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

1600 HIGHWAY 6 SOUTH, STE 130

SUGAR LAND, TEXAS 77478

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas

April 10, 2013 02:01:27 PM

FEE: \$23.00 BAK
AMENDMNT

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