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FIFTH 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.

Article I, of the Declaration entitled "Definitions", is amended to add new Section 1.15 as follows:

SECTION 1.15 **"PARK RESERVE LOT(S)"** shall mean any Lot, that contains a rear Lot yard that shares a common boundary with a dedicated park reserve, with the exception of "LAKE LOT(S)".

Article III, of the Declaration entitled "Use Restrictions" is amended to add new Section 3.23 as follows:

SECTION 3.23 **SPECIAL RESTRICTIONS ON PARK RESERVE LOTS.** In addition to the use restrictions set forth above, the following restrictions shall apply to Park Reserve Lots. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

- (a) Landscaping. The rear lawn of each Park Reserve Lot shall be completely sodded with St. Augustine grass (or a hybrid thereof).
- (b) Fences. Fences are to be constructed on all Park Reserve 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 rear property line fence

shall be an ornamental iron fence with a fence height of four feet two inches (4'2"). The side Lot fences shall adhere to Section 2.27 regarding privacy fencing.

Section 6.10 of Article VI, of the Declaration entitled "Assessments" is amended to read as follows:

SECTION 6.10 **RATE OF ASSESSMENT.** All Lots in the Section shall commence to bear their applicable Annual Assessment simultaneously on the date of substantial completion. For the purposes of this section "the date of substantial completion" shall be the later of (i) the date the Plat is recorded, or (ii) the date the engineer for the Section has been issued a letter certifying all the Lots in the Section have been substantially completed. Lots in the Section owned by the Developer are not exempt from assessment. Lots, which are occupied by residents, shall be subject to the Annual Assessment determined by the Board of Directors of the Association in accordance with the provisions hereof. Developed Lots in the Subdivision, which are not occupied by a resident and which are owned by the Developer shall be assessed at one-quarter ($\frac{1}{4}$) of the Annual Assessment for a period limited to four (4) years from that date when a Lot is considered "developed" and thereafter shall be assessed the full assessment. Developed Lots owned by a Builder or a building company for the business purpose of constructing a residential dwelling on the Lot for resale shall be assessed at the rate of one-half ($\frac{1}{2}$) of the Annual Assessment above for a period limited to one (1) year from the date the Lot is considered "Developed" or from the date the Lot was purchased from the Developer whichever is later, and thereafter shall be assessed the full assessment. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

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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 22 day of DECEMBER, 2009.

DEVELOPER:

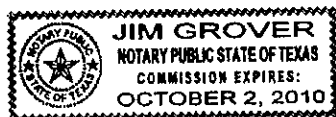
VENTANA DEVELOPMENT READING, LTD.
a Texas limited partnership

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

By: 
James B. Grover, Co-Manager

STATE OF TEXAS §
 §
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 22 day of DECEMBER, 2009.




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 22 DECEMBER, 2009.

LENDER

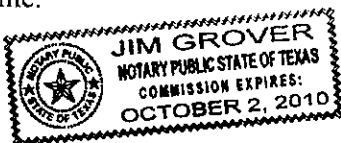
COMPASS BANK

By: _____

Greg Manuel

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On 22 DECEMBER, 2009, before me, personally appeared Greg Manuel, 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 Hwy 6, Ste 130
Sugar Land, TX 77478

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2010 Jan 20 02:43 PM

2010005285

LJ \$23.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS