

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording, return to:
Valerian Properties Associates, L.P.
8222 Douglas Ave., Suite 660
Dallas, Texas 75225

Cross-Reference: Declaration

Volume 5105

Page 2787

First Amendment

Volume 5198

Page 2470

First Supplement &

Second Amendment: Volume 5270

Page 5324

Third Amendment: Doc #2004-15170

Second Supplement: Doc #2004-17855

Third Supplement: Doc#2004-106622

Fourth Supplement: Doc#2005-85675

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE
DENTON COUNTY, TEXAS**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS (this "Fourth Amendment") is made effective as of the 25th day of July, 2005, by **Valerian Properties Associates, L.P.**, a Delaware limited partnership ("Declarant").

W I T N E S S E T H

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence, recorded in Volume 5270, page 5324 of the Real Property Records of Denton County, Texas (the "First Supplement and Second Amendment"), and on February 3, 2004, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-15170 in the Office of the County Clerk of Denton County, Texas (the "Third

Amendment”), on February 4, 2004, Declarant, executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2004-17855 (the “Second Supplement”), on July 13, 2004, Declarant, executed that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2004-106622 (the “Third Supplement”), and on June 20, 2005, Declarant, executed that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2005-85675 (the “Fourth Supplement”) (the Original Declaration together with the First Amendment, the First Supplement and Second Amendment, the Third Amendment, the Second Supplement, the Third Supplement, and the Fourth Supplement, are herein collectively called, the “Declaration”); and

WHEREAS, in accordance with Article XII, Section 12.1 of the Declaration, Declarant has the sole right to “review, determine and enforce the architectural control of the Lots,” and in accordance with Article VII, as a Class B Member representing at least 67% of the votes in the Association, Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as to certain architectural matters to provide for variances on a case-by-case basis, to amend the provisions pertaining to signs, to amend the requirements for a quorum, and certain other matters as contained herein.

NOW, THEREFORE, pursuant to Articles VII and XII of the Declaration, Declarant hereby modifies and amends the Declaration, as follows:

1. Declarant hereby inserts the following Section 2.14 under Article II of the Declaration:

Section 2.14 Variances.

Declarant shall have the sole right to grant variances modifying the architectural requirements set forth in this Article II on a case by case basis after Declarant’s review of any such request and provided (i) the requested variance is in keeping with the architectural concept of the residence on which the variance is requested, and (ii) the residence continues to be consistent with the architectural concept of the neighborhood in which it is situated.

2. Section 2.5(k) under Article II of the Declaration is hereby deleted in its entirety and the following is inserted in its place:

Section 2.5(k) Signs.

Except for the below-specified signs, no sign or unsightly object (including “yard art”) may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board’s prior written approval. The board’s approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. The Association may effect the removal of any sign or object that violates this Section or which the board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal. The following signs are permitted during applicable periods, provided an owner’s exercise of this right

is not excessive or abusive to the neighborhood:

- a. One professionally-made sign of not more than 5 square feet advertising the lot for sale or for rent. During the Development Period, the sign must conform to the sign requirements in Appendix C and standard broker signs are not permitted. After the Development Period, the sign must conform to any sign specifications maintained by the Association.
- b. One professionally-made security service sign of not more than one square foot.
- c. Standard size political yard signs which may be erected no earlier than 6 weeks before an election, and which must be removed within 7 days after the election for which the sign is displayed.
- d. One sign celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement, provided the sign is tasteful, modest in size, and removed within 7 days after it is erected.
- e. A temporary sign identifying the home as the site of a social event is permitted for 24 hours.

DURING THE DEVELOPMENT PERIOD, THE DEVELOPER AND BUILDERS ARE EXEMPT FROM THE SIGN REQUIREMENTS LISTED ABOVE PROVIDED SUCH SIGN IS FOR THE PURPOSE OF ADVERTISING THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EACH SIGN SHALL COMPLY WITH ALL STATUTES, LAWS OR ORDINANCES GOVERNING SIGNS. THE BOARD OF DIRECTORS OR ITS AGENTS SHALL HAVE THE RIGHT TO REMOVE ANY SIGN, BILLBOARD OR OTHER ADVERTISING STRUCTURE THAT DOES NOT COMPLY WITH THE ABOVE, AND IN SO DOING SHALL NOT BE SUBJECT TO ANY LIABILITY FOR TRESPASS OR OTHERWISE IN CONNECTION WITH SUCH REMOVAL.

3. Declarant hereby deletes Section 8.3.2 in its entirety and the following is inserted in its place:

Section 8.3.2 A quorum is required for any action referred to in Section 8.3.1 and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 8.3.2. The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least ten percent (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the meeting, additional meetings may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting, or the process must be repeated.

4. Declarant hereby includes the following provisions in Section 2.5 of the Declaration.

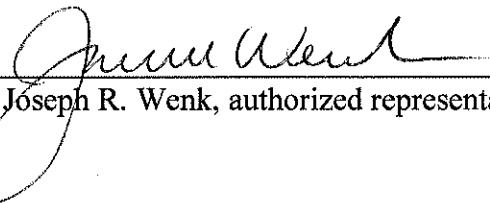
- a. There shall be no parking or standing of vehicles of any kind in the streets in front of the mailboxes.
- b. Dogs that bark excessively shall not be allowed outdoors or in any part of the neighborhood where such barking disturbs other residents.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence on the day and year first above written.

DECLARANT:

Valerian Properties Associates, L.P., a Delaware limited partnership

By: First Regency Enterprises, Inc., its general partner

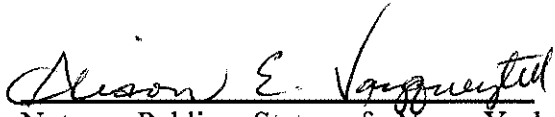
By: 
Joseph R. Wenk, authorized representative

STATE OF NEW YORK:

COUNTY OF New York

This instrument was acknowledged before me on this 17th day of October, 2005, by Joseph R. Wenk, authorized representative of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, for and on behalf of said limited partnership.

ALISON E. VAZQUEZTELL
Notary Public, State of New York
No. 01VA5082616
Qualified in Suffolk County
Commission Expires July 28, 2009


Notary Public, State of New York


After Recording, Return to:

Valerian Properties Associates, L.P.
8222 Douglas Avenue, Suite 660
Dallas, Texas 75225

APPENDIX C

24"

36"




PROVIDENCE
For Sale

Jody Kirby
Coldwell Banker
214-555-0123

All White Graphics on
o PMS 3302 Green BKG
DF Aluminum in Wisp Frame

24"

36"



PROVIDENCE
For Lease

Jody Kirby
Coldwell Banker
214-555-0123

All White Graphics on
o PMS 3302 Green BKG
DF Aluminum in Wisp Frame

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2005 00151285

Instrument Number: 2005-151285

Recorded On: December 06, 2005
As
Declaration

Parties: VALERIAN PROPERTIES ASSOCIATES LP

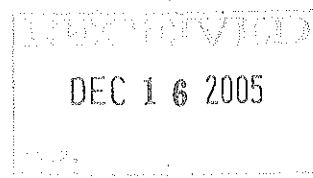
To

Billable Pages: 6
Number of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Declaration	36.00
Total Recording:	36.00



***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2005-151285
Receipt Number: 247853
Recorded Date/Time: December 06, 2005 02:02P
User / Station: P Sallee - Cash Station 4

Record and Return To:

VALARIAN PROPERTIES ASSOCIATES LP
8222 DOUGLAS AVENUE SUITE 660
DALLAS TX 75225



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas