

2015137835
 ELECTRONICALLY RECORDED
 Official Public Records
 12/9/2015 11:49 AM



Laura Richard
 Laura Richard, County Clerk
 Fort Bend County Texas
 Pages: 4 Fee: \$ 23.00

STEWART TITLE
 AARS 10112
 AM

**SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR AVALON AT RIVERSTONE SECTION TWENTY THREE (23)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Avalon at Riverstone Section Twenty Three (23) (this "Supplemental Declaration") is made as of the date hereinafter stated by Taylor Morrison of Texas, Inc., a Texas corporation ("Developer").

WITNESSETH:

WHEREAS, Frost Ranch Development, L.P., Sugar Land Ranch Development, L.L.C., and Hillsboro Estates, L.L.C. executed that certain Declaration of Covenants, Conditions and Restrictions for Riverstone Single Family Residential Areas dated as of May 31, 2001 which is filed under Clerk's File No. 2001047889 and recorded in the Official Records of Fort Bend County, Texas (as amended, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, a Texas non-profit corporation has been formed named the Riverstone Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purposes of which are to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land encumbered by the Declaration and any additional land which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, Sugar Land Ranch Development, L.L.C. assigned its status as the Tract B Developer (as defined in the Declaration) to Sugar Land Development II Corp., a Texas corporation, by that certain Assignment of Rights and Designation of Successor Tract B Developer instrument dated June 11, 2007 and filed under Clerk's File No. 2007072204 and recorded in the Official Records of Fort Bend County, Texas; and

WHEREAS, by that certain Declaration of Annexation instrument executed by Sugar Land Development II Corp., Sugar Land Ranch Development, L.L.C. and Hillsboro Estates, L.L.C. dated December 21, 2012, which was filed under Clerk's File No. 2012146389 and recorded in the Official Records of Fort Bend County, Texas, that certain 575.02 acre tract of land described in such annexation instrument, including the Subdivision (hereinafter defined), was annexed into the jurisdiction of the Association and made subject to the Declaration; and

WHEREAS, Developer is the owner of the 15.5459 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section Twenty Three (23), a subdivision according to the plat thereof recorded as Plat No. 20150190 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Developer wishes to subject the Lots in the Subdivision to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

2015137835 Page 2 of 4

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Developer hereby declares that the Lots in the Subdivision shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions (in addition to the provisions of the Declaration) which shall run with the land and be binding on all parties having any right, title or interest in a Lot in the Subdivision or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, to wit:

ARTICLE I
DEFINITIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE II
DESIGNATION OF NEIGHBORHOOD

1. Neighborhood. Section 4 of the Article II of the Declaration provides that each separately platted subdivision within the Properties shall be a Neighborhood, subject to the right of the applicable Developer to consolidate two (2) or more platted subdivisions into a single Neighborhood. The Subdivision is hereby designated by the Developer as "The Avalon Section 23 Neighborhood". Developer reserves the right to designate additional portions of the Properties as part of The Avalon Section 23 Neighborhood.

2. Neighborhood Assessment. The Owners of Lots within The Avalon Section 23 Neighborhood shall be assessed and are liable to pay a Neighborhood Assessment to the Association in addition to Residential Assessments when levied by the Association's Board of Directors from time to time in accordance with Section 2(b) of Article III of the Declaration.

ARTICLE III
EASEMENTS

1. Easements for Utilities and Public Services.

(a) Developer hereby grants to the Association, to Fort Bend County, Texas, to the City of Sugar Land, Texas and to any other public authority or agency, utility district, or utility company, a perpetual easement upon, over, under, and across the right of way for Streets within the Subdivision for the purpose of installing, replacing, repairing, and maintaining all utilities, including, but not limited to, storm sewers, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs. To the extent possible, utility lines and facilities shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems. Notwithstanding anything stated or implied herein to the contrary,

2015137835 Page 3 of 4

the easement hereby granted does not include the right to erect or maintain a tower or similar facility for the transmission of cellular telephone signals.

(b) There is also hereby granted to Fort Bend County, Texas, to the City of Sugar Land, Texas and to such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision (or any portion thereof) with respect to law enforcement, fire protection and emergency medical services, the perpetual, non-exclusive right and easement upon, over and across all of the Subdivision for purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

2. Easements for Association. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon the Streets and any Lot in the Subdivision in the performance of their respective duties pursuant to the Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

ARTICLE IV
GENERAL PROVISIONS

1. Term. The provisions of this Supplemental Declaration shall run with the land and shall be binding upon all Persons owning any portion of a Lot in the Subdivision for a period of forty (40) years from the date the Declaration was recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Properties has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, agreeing to terminate the Declaration, in which case this Supplemental Declaration shall also be terminated at the end of the initial forty-year term or the applicable renewal period.

2. Amendment. It is the intent of Developer that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Lots in the Subdivision. It is also the intent of Declarant that the specific restrictions that are imposed on the Lots in the Subdivision by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may, subject to the provisions of Section 3 of this Article V, be amended at any time by an instrument executed by the President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Subdivision and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by the Developer as long as the Developer is the Owner of any Lot in the Subdivision.

3. Planned Unit Development. The Subdivision is a portion of the property approved by the City of Sugar Land as the Avalon at Riverstone Phase II Planned Unit Development #2 (the "PUD"). The development of the property and construction of improvements within the Subdivision must comply with the Planned Unit Development

Regulations of the PUD, a copy of which is filed under Clerk's File No. 2014084243 and recorded in Official Records of Fort Bend County, Texas.

4. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

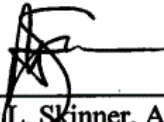
5. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

6. Conflict. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 7th day of December, 2015.

DEVELOPER:


TAYLOR MORRISON OF TEXAS, INC.

By: 
Robert L. Skinner, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th day of December, 2015 by Robert L. Skinner, Authorized Agent of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)


Notary Public in and for
the State of Texas

