



**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AVALON AT RIVERSTONE SECTION EIGHT (8)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Avalon at Riverstone Section Eight (8) (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, was annexed into the jurisdiction of the Association and made subject to the Declaration; and

WHEREAS, Developer is the owner of the 21.8157 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section Eight (8), a subdivision according to the plat thereof recorded as Plat No. 20140197 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.

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 a portion of "The Avalon Phase II Neighborhood". Developer reserves the right to designate additional portions of the Properties as part of The Avalon Phase II Neighborhood.

2. Neighborhood Assessment. The Owners of Lots within The Avalon Phase II 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
PRIVATE STREETS

1. Disclosure. As set forth on the plat of the Subdivision (the "Plat"), all of the Streets within the Subdivision and related sidewalks are private. The Streets and related sidewalks within the Subdivision have not been dedicated to the public and no governmental entity (including, but not limited to, the City of Sugar Land, Texas, or the County of Fort Bend, Texas) shall be responsible for the repair, maintenance, or upkeep of the Streets within the Subdivision unless and until the Plat has been amended to make a public dedication of the Streets with the consent of all Owners of Lots within the Subdivision and approval by all applicable municipal, county, and state authorities. Any and all matters related to the private Streets and related sidewalks within the Subdivision shall be governed by and in keeping with any and all rules and/or regulations now or hereafter enacted by any governmental authority having jurisdiction including, but not limited to, that certain City of Sugar Land Development Code (Chapter 5, Subdivision Regulations), codified through Ordinance No. 1486 by the City Council of the City of Sugar Land, Texas (hereafter, the "Development Code"), as enacted on May 3, 2005, and being titled "City of Sugar Land Development Code". In the event the Subdivision is

annexed into the City of Sugar Land, such City will not be responsible for the maintenance, repair or replacement of the Streets and related sidewalks within the Subdivision as long as they remain private and will not be liable for any damage to the private Streets and related sidewalks within the Subdivision that may be caused by the maintenance, repair or replacement of public utilities within the Subdivision, and the City is hereby released from liability for any such damage. Upon any such annexation of the Subdivision by the City of Sugar Land, the governmental services that will be provided by the City of Sugar Land will be governed by State law and any applicable strategic partnership agreement.

Although the Association shall be responsible for the maintenance, repair, and replacement of the Streets and related sidewalks within The Avalon Phase II Neighborhood, as more particularly set forth in the Declaration and this Supplemental Declaration, each and every Owner of a Lot within The Avalon Phase II Neighborhood, including the Subdivision, shall be responsible for paying when due to the Association the Neighborhood Assessment levied on each Lot by the Board of Directors of the Association and for reimbursing the Association, if necessary, for such maintenance, repair, and replacement of the private Streets and related sidewalks within The Avalon Phase II Neighborhood and the Subdivision. Accordingly, whether or not specifically addressed in the conveyance instrument for any Lot within the Subdivision, any Owner, or Occupant of any Single Family Residence or Lot located within the Subdivision shall, by acceptance of delivery of the deed for such Lot, assume all responsibility for payment to the Association, when due, of the Neighborhood Assessment.

2. Reserve Funds. The Association's Board of Directors shall create one reserve fund restricted to use for the maintenance and repair of the private Streets and related sidewalks within The Avalon Phase II Neighborhood and the limited access gates and related improvements and a second reserve fund restricted to use for the reconstruction and replacement of the private Streets and related sidewalks within The Avalon Phase II Neighborhood. Neighborhood Assessments shall be levied in such amount as will, at the end of the first five (5) years of Neighborhood Assessments and thereafter, result in a balance in the maintenance and repair reserve fund that will be not less than three percent (3%) of the initial cost of construction of the private Streets and related sidewalks in The Avalon Phase II Neighborhood and will, at the end of thirty-five (35) years, result in a balance in the reconstruction and replacement reserve fund that is not less than the estimated reconstruction cost of the private Streets and related sidewalks in The Avalon Phase II Neighborhood at such time.

3. Reports to City of Sugar Land. The Association shall, as an expense paid with Neighborhood Assessments, provide the following information to the City of Sugar Land:

(i) an annual audit of the Neighborhood Assessments paid into the reserve funds described in Section 2 above; and

(ii) an annual reserve fund study for the private Streets and related sidewalks located within The Avalon Phase II Neighborhood which shall include, but not be limited to, the following: location, age, expected life, and cost to replace private infrastructure; funds in the applicable reserve accounts; determination of whether funds in reserve are sufficient to maintain and replace private infrastructure; and determination of whether

Neighborhood Assessments need to be increased to retain sufficient funds for maintenance and replacement of private infrastructure.

4. Markings or Postings. The Association shall, as an expense paid with Neighborhood Assessments, perpetually maintain the markings or posting required for fire lanes, signs giving notice of private Streets, and access control mechanisms for emergency vehicles.

ARTICLE IV
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, 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.

3. Easement for Access. Developer hereby declares, grants and reserves for itself, its successors and assigns, for the benefit of the Owners of the Lots in the Subdivision, their successors, representatives and assigns, their invitees, lessees, guests and agents, a non-exclusive and perpetual easement over the private Streets which have been or are hereafter constructed

within the Subdivision for the purpose of vehicular and pedestrian ingress and egress to and from the Lots in the Subdivision and for access to the public roadway(s) which may be accessed by such private streets. Such easement is for the benefit of and appurtenant to each Lot in the Subdivision and shall run with the land. The access easement hereby created is subject to the right of the Association to operate and maintain an entry gate as a privacy oriented system which requires as a condition of entry to the Subdivision such identification cards, passes, keys, or similar devices as may be established from time to time by the Association's Board of Directors.

4. Future Section Access Easement. In the event one or more of the private Streets in the Subdivision is extended to connect with and provide access to a section of Lots with private Streets including, without limitation, Avalon at Riverstone, Section Nine (9) (a "Future Section"), Developer hereby declares, grants and reserves for itself, its successors and assigns, for the benefit of the Owners of the Lots in such Future Section and their invitees, lessees, guests and agents, a non-exclusive and perpetual easement and right to use the private streets in the Subdivision for the purpose of vehicular and pedestrian ingress and egress. Such easement is for the benefit of and appurtenant to each Lot in such Future Section and shall run with the land. The access easement hereby created is subject to the right of the Association to operate and maintain an entry gate as a privacy oriented system which requires as a condition of entry to the Subdivision such identification cards, passes, keys, or similar devices as may be established from time to time by the Association's Board of Directors.

ARTICLE V SPECIFIC RESTRICTIONS

1. Zero Lot Line Restrictions. The Lots in the Subdivision are subject to the following specific restrictions:

(a) The side lot line of each Lot that is designated as the Zero Lot Line on the plat of the Subdivision shall be hereinafter referred to as the "Zero Lot Line". Provided however, an open court or patio may be built on a Lot adjacent and abutting, or within one (1) foot or less of the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of six (6) feet above the foundation. This wall must, as is the case with the residence wall, be constructed adjacent to, or within one (1) foot or less of the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances, for example, there shall be no electrical panels (unless required by the electric company), vents, plumbing clean outs, windows (excluding fire rated glass block) or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the dwelling on the Lot may extend and encroach over the Zero Lot Line for a distance not to exceed eighteen (18) inches. There is hereby established a ten (10) foot minimum distance between the Zero Lot Line and the closest wall of the dwelling situated upon the Adjoining Lot (as defined below); however, the minimum distance between the roof of the dwelling located upon the Zero Lot Line and the roof of the dwelling situated upon the

Adjoining Lot may be seven (7) feet. No dwelling shall be located on any Lot within any utility easement.

(b) Notwithstanding anything contained herein to the contrary, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code shall control.

(c) Each Lot with a Zero Lot Line shall have a five (5) foot access, maintenance and drainage easement extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjoining Lot to the Zero Lot Line (herein the "Adjoining Lot"), for the construction, repair and maintenance of improvements located on the Lot with the Zero Lot Line. Conditions and use of the Zero Lot Line access and maintenance easement, hereinafter the "Easement", are hereby declared and established by and between the Owner of the Zero Lot Line Lot and the Owner of the Adjoining Lot, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors, and assigns forever, to-wit:

(i) This Easement, when used by the Owner of the Zero Lot Line Lot for such construction, repair or maintenance, must be left clean and unobstructed unless the Easement is actively being utilized and any items removed must be replaced.

(ii) The Owner of the Zero Lot Line Lot must notify the Owner of the Adjoining Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least forty-eight (48) hours prior to starting any work. The hours that such Easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

(iii) Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the dwelling or occupants, an Owner of Zero Lot Line Lot may enter at whatever time is necessary and without prior notice to the Owner of the Adjoining Lot to do necessary repairs or escape any injury to the occupants and/or the occupants' invitees and licensees.

(iv) Both the Zero Lot Line Lot Owner and the Adjoining Lot Owner shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Easement area in such a manner as will interfere with such drainage. Also Adjoining Lot Owner shall not excessively water within the Easement area adjoining the Zero Lot Line Owner's dwelling.

(v) Neither Owner shall attach any object to the wall of the dwelling on the Zero Lot Line, facing onto the Easement area, and the Owner of the Adjoining Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the Easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the

Adjoining Lot, which allows proper surface drainage; however, access to the Easement area must be preserved for the Owner of the Zero Lot Line Lot.

(vi) No buildings, structures, sheds, fencing or other vertical above-ground improvements, and no above-ground or below-ground pool (except pool aprons), shall be constructed by or for the Adjoining Lot Owner in the Easement area on such Owner's Adjoining Lot. Not prohibited for construction in an Easement area for purposes hereof are: driveways, walkways, pool aprons, irrigation systems which do not spray onto the wall of the residence on the Zero Lot Line Lot, and decking not higher than one foot (1') above natural grade. Prohibited in the Easement area are landscaping improvements that would unreasonably interfere with or increase the cost of utilization of the Easement area by the Zero Lot Line Owner for the purposes herein provided, it being expressly stipulated that no trees shall be planted or grown in the Easement area. Any flower beds, gardens or similar permitted non-obstructive plantings made in the Easement area, and all tree branches within the Easement area, shall be there at the sole risk of the Adjoining Lot Owner, and the Zero Lot Line Owner shall have no obligation to replace or repair the same if damaged, disturbed or removed during any use of the Easement area for the purposes permitted hereby, and the Zero Lot Line Owner making use of the Easement area shall not be responsible for (and is hereby released by the Adjoining Lot Owner from) injury to any tree as a result of use of the Easement area.

(vii) No building materials, scaffolding, tools, machinery or other work facilities or equipment may be kept or maintained in the Easement area except between the hours of 8:00 a.m. and 7:00 p.m., and then only as reasonably necessary while work is progressing or during reasonable work breaks.

(viii) To the extent that the Easement created herein overlaps any easement heretofore or hereafter granted to any utility company, governmental authority or to the public for utility purposes, all operations in the Easement area must comply with the requirements and regulations of such utility or relevant governmental authority (including if the easement is public) with regard thereto.

(ix) Except as provided in Section 1.c.(vi), above, the entry onto the Easement area shall be at the sole risk of the holder of the Easement. In the Zero Lot Line Owner's use of the Easement area, neither such use nor the temporary presence of materials, equipment and facilities maintained thereon during any operations by the easement holder shall be allowed to result in any condition of the Easement area being unsafe or unsanitary.

(x) As a condition to use of the Easement herein, each Adjoining Lot Owner may require that the Owner or Owner's contractor of the adjacent Zero Lot Line Lot who has access to the Easement on the Adjoining Lot procure and deliver to the Adjoining Lot Owner a certificate of insurance naming the Adjoining Lot Owner as certificate holder evidencing that the Owner of such adjacent Zero Lot Line Lot has in force a policy of general public liability insurance (without deductible in excess of \$1,000 per occurrence) in the amount of at least \$300,000 per occurrence and annual aggregate, combined single

limits for bodily injury and property damage, or the reasonable equivalent if such policy forms should change from time to time. Such certificate shall require that the insurer endeavor to provide the certificate holder at least ten (10) days advance notice of expiration, termination or modification of the policy. Such certificate and the underlying insurance required hereby shall be kept in force during the entire duration of the operations in the Easement area. The Adjoining Lot Owner shall be entitled to injunctive relief to prohibit use of the Easement by the holder of the Easement rights during any period when such insurance requirements are not satisfied, and to reasonable attorney's fees and costs incurred in enforcing its rights hereunder.

(xi) Any operations in the Easement area will be conducted as expeditiously as reasonably possible under the circumstances and will be prosecuted with reasonable continuity and diligence to completion once commenced, subject to delays caused by adverse weather conditions and delays by governmental authorities having jurisdiction (unless such delay is because of non-compliance with applicable law by the Easement holder or his contractor).

(xii) The work in the Easement area will be conducted with the minimum amount of damage reasonably possible to any permitted improvements in the Easement area. Promptly after the completion of the operations by the user of the Easement, the Zero Lot Line Lot Owner shall, except as otherwise provided herein, above, restore the surface of the Easement so used and all permitted improvements and landscaping thereon to substantially the same condition as existed immediately prior to such operations.

(d) Each holder of rights in a Easement hereunder shall be responsible and liable for compliance with the restrictions and conditions herein by such Easement holder's contractors, and by subcontractors and others working under the contractor, or those working for or under a subcontractor or any other party.

(e) Owners of each Lot in the Subdivision shall have and are hereby granted, a five (5) foot underground easement, extending five (5) feet into the side building setback line of the Adjoining Lot with said easement being contiguous to the Zero Lot Line of the Lot benefiting from said easement (hereinafter the "Foundation Easement"). Said Foundation Easement shall be used solely for the installation, construction, maintenance or repair of residential foundations.

(f) In addition to its rights reserved by implication by virtue of the Easements created herein being non-exclusive, there is hereby reserved for the benefit of each Adjoining Lot Owner, as to the Lots from time to time owned by it, him or her, the right to dedicate additional public or private easements for utility purposes in, across, upon, under and through the Easement burdening such Owner's Adjoining Lot (subject to any general restrictions or limitations thereon that may be contained in the Declaration).

(g) Each Owner of a Zero Lot Line Lot hereby agrees to indemnify and hold harmless the Owner of the Adjoining Lot on which the adjacent Easement hereunder exists from time to time for the benefit of such Zero Lot Line Lot, from and against any and all claims, liabilities, losses, damages, suits, judgments, fines, costs, fees, and expenses (collectively, "Claims"),

arising out of or resulting from any death of or injury to persons and any loss or damage to property (except the Adjoining Lot Owner's property located in the Easement in violation hereof or in a manner that is provided to be the Adjoining Lot Owner's risk pursuant to this Supplemental Declaration), or arising from any other cause whatsoever, in connection with any operations conducted in the Easement on such Adjoining Lot by or under the Owner of the Zero Lot Line Lot pursuant to this Supplemental Declaration. Such Claims specifically include, without limitation, reasonable attorneys' fees, costs of court and other defense costs incurred by the indemnified Owner in defending any such Claims as well as those that may be incurred by the claimant if sought to be recovered by the claimant from the indemnified Owner.

ARTICLE VI 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 #1 (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. 2014039177 and recorded in Official Records of Fort Bend County, Texas.

4. No Termination Without City Approval. Notwithstanding the termination provisions to the contrary set forth in Section 1 of this Article VI and the amendment rights set forth in Section 2 of this Article VI, the requirements set forth in Article III hereof requiring, among other things, the levy of Neighborhood Assessments established to maintain the private Streets and related sidewalks and to set up reserve accounts for the replacement of the private Streets may not be terminated or amended without the specific written consent of the City

6. 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.

7. 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 21st day of JANUARY, 2015.

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.

By:

[Signature]
Robert L. Skinner, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 21st day of JANUARY, 2015 by Robert L. Skinner, Authorized Agent of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public in and for
the State of Texas

