



**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NANDINA AT RIVERSTONE, SECTION ONE**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Nandina at Riverstone, Section One (this "Supplemental Declaration") is made as of the date hereinafter stated by HERRIN RANCH DEVELOPMENT II, INC., a Texas corporation which is the successor by merger with Herrin Ranch Development, Inc. ("Declarant"), and FROST RANCH DEVELOPMENT, L.P., a Texas limited partnership ("Frost Ranch Development").

WITNESSETH:

WHEREAS, Frost Ranch Development, 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 subsequently brought within the jurisdiction of the Association and made subject to the Declaration; and

WHEREAS, Frost Ranch Development assigned its status as the Tract A Developer (as defined in the Declaration) to Declarant and designated Declarant as successor to its rights under the Declaration; and

WHEREAS, Frost Ranch Development is the owner of that certain 17.1113 acre tract of land which has been subdivided and platted as Nandina at Riverstone, Section One, a subdivision according to the plat thereof recorded as Plat No. 20100160 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, by that certain Declaration of Annexation instrument of even date herewith recorded or to be recorded in the Official Records of Fort Bend County, Texas the property within the Subdivision was annexed into the jurisdiction of the Association and made subject to the Declaration; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Frost Ranch Development wishes to subject 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, Frost Ranch Development hereby declares that 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 (as defined in the Declaration) to consolidate two (2) or more platted subdivisions into a single Neighborhood. The Subdivision is hereby designated by the Declarant as a portion of The Nandina Neighborhood. Declarant reserves the right to hereafter designate additional portions of the Properties as part of The Nadina Neighborhood.

2. Neighborhood Assessment. The Owners of Lots within The Nandina Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Residential Assessments if and 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) Frost Ranch Development hereby grants to the Association, to Fort Bend County, to the City of Missouri City 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,

2. Amendment. It is the intent of Declarant and Frost Ranch Development that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Subdivision. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant and Frost Ranch Development that the specific restrictions that are imposed on the Subdivision by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may 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 Declarant during the Class B Control Period.

3. 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.

4. 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.

5. 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 11th day of November, 2010.

DECLARANT:

HERRIN RANCH DEVELOPMENT II, INC.

By:

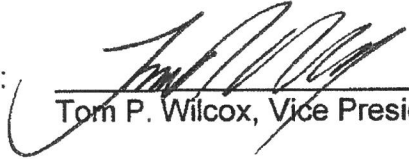


Tom P. Wilcox, Vice President

FROST RANCH DEVELOPMENT:

FROST RANCH DEVELOPMENT, L.P.,
a Texas limited partnership

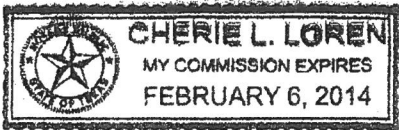
By: Hwy 6/309, L.L.C., general partner

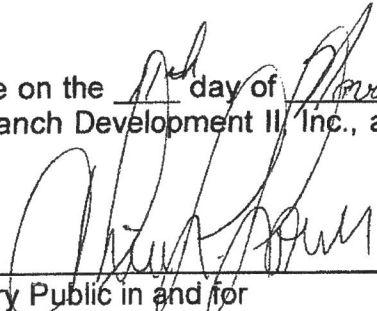
By: 
Tom P. Wilcox, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 11th day of November, 2010 by Tom P. Wilcox, Vice President of Herrin Ranch Development II, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



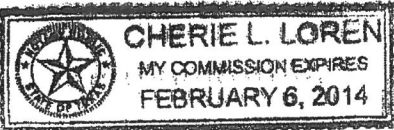

Notary Public in and for
the State of Texas

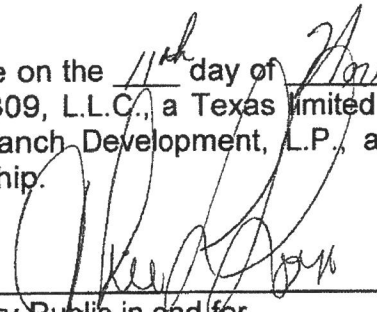
CHERIE L. LOREN
Name printed or typed
My commission expires: 2/06/2014

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 11th day of November, 2010 by Tom P. Wilcox, Vice President of Hwy 6/309, L.L.C., a Texas limited liability company which is the general partner of Frost Ranch Development, L.P., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)




Notary Public in and for
the State of Texas

CHERIE L. LOREN
Name printed or typed
My commission expires: 2/06/2014

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RETURNED AT COUNTER TO:

Cherie Young - Riverstone Dev.
4855 Riverstone Blvd. #100
Missouri City, Tx 77459

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2010 Nov 12 12:20 PM

MHC \$27.00

2010110885

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS