

NOTICE TO HOMEBUYERS IN RIVERSTONE

(Modified June 2012)

THE PURPOSE OF THIS NOTICE IS TO INFORM HOMEBUYERS IN RIVERSTONE OF CERTAIN MATTERS WHICH MAY AFFECT THE HOME THEY ARE PURCHASING AND THE NEIGHBORHOOD IN WHICH IT IS LOCATED. RIVERSTONE DEVELOPMENT COMPANY, THE DEVELOPER OF THE PORTION OF RIVERSTONE IN WHICH YOUR HOME IS LOCATED WHO SOLD THE LOT TO YOUR BUILDER, ASKS THAT YOU READ THE FOLLOWING INFORMATION AND SIGN BELOW PRIOR TO CLOSING.

1. Riverstone wants to make you aware of certain environmental and land use issues that may or may not affect your home. These issues include, but are not limited to, the location of wastewater treatment plants, lift/pumping stations, water treatment and storage facilities, telecommunications towers and satellite dishes, recreational facilities, drill sites, pipelines, wetlands areas, drainage and levee improvements, and proposed or existing sites for schools, churches, multi-family housing (apartments) and retail establishments.
2. You may have been given maps or plats or may have received verbal information indicating the location of your home and descriptions of plans for future development and other items of interest. With regard to such verbal and written information, please note the following:
 - (a) Some of the facilities or uses may be designated as "Proposed". These proposed facilities or uses are based on current plans, which are subject to change without notice, and there is no assurance that any such proposed facilities or land uses will be developed.
 - (b) A parcel may be designated as an "Out Parcel". These lands will not be developed as part of Riverstone and Riverstone has no control over the uses of these lands or the types of facilities that may be constructed thereon.
 - (c) Certain parcels that are existing and/or proposed for COMMERCIAL DEVELOPMENT, PARKS, PLAY-GROUNDS, DRAINAGE OR DETENTION AREAS, WATER TREATMENT AND STORAGE FACILITIES, PIPELINES, MAJOR ELECTRICAL TRANSMISSION LINES, RECREATIONAL FACILITIES, DRILL SITES/PRODUCTION FACILITY SITES, AND GAS OIL WELLS, WETLAND AREAS, DRAINAGE AND LEVEE IMPROVEMENTS, AND PROPOSED OR EXISTING SITES FOR SCHOOLS, CHURCHES, HIGH DENSITY HOUSING AND RETAIL ESTABLISHMENTS, WASTEWATER TREATMENT

PLANTS AND LIFT/PUMPING STATIONS, DRILL SITES, RAILROADS, AIRPORTS, MULTI-FAMILY HOUSING (apartments), etc., may produce noise, odor, vibration or light infiltration that may affect the property you are purchasing. Please note specifically the location of these facilities relative to your home.

- (d) Plats indicate the location of pipeline and electrical transmission line easements. These easements and facilities therein are owned and operated by third parties not affiliated with Riverstone or your Builder. Please note specifically the location of these easements relative to the property you are purchasing.
 - (e) Plats also indicate “Nature Reserves” or “Private Open Space Reserves” which, in some cases, are areas that have been determined to be wetlands by the U.S. Army Corps of Engineers (the “Corps”). To the extent these areas are subject to the jurisdiction of the Corps, or other state or federal resource agencies, they must remain in their natural condition and may on occasion have standing water and tall grass. Changes to these wetlands may require prior regulatory notice to or approval by the Corps. In conjunction with this and other undeveloped property adjacent to developed sections, Riverstone Development and the Riverstone HOA do not manage wildlife that may inhabit or migrate through the community. These wildlife may include, but not be limited to, deer, snakes, armadillos, raccoons, field mice rats, nutria, alligators, birds of prey, opossums and wild hogs.
3. You have received or will receive copies of the deed restrictions applicable to your home and you understand that Riverstone Homeowners Association, Inc. (the “HOA”) has the authority to make assessments against your home for which you are responsible. The HOA assesses the first purchaser of a home an amount equal to one hundred percent (100%) of the HOA’s annual assessment for the year in which the home is purchased. This is in addition to the annual assessments. Additionally, homebuyers who are purchasing a home in a private neighborhood may be required to pay neighborhood assessments which are used to maintain certain facilities such as private streets serving only the particular neighborhoods in addition to the HOA’s annual assessments.
4. A portion of the property within Riverstone was formerly operated as the Sugar Land Oil Field in which there was oil and gas activity dating back to the 1920s until the last wells were removed from production in the last few years. Some of the wells from this field while they were in production

produced hydrogen sulfide which is a deadly gas commonly known as sour gas. All of the wells in this production field according to Railroad Commission of Texas records have been plugged and capped in accordance with the requirements of The Railroad Commission under its voluntary clean up program. Your home may be located within or in close proximity to this former oil and gas production field. Capped wells may be located within road rights-of-way and reserve tracts but there are no identified wells within your lot.

5. Riverstone Community Services Foundation, Inc., (RCSF) has been created as a non-profit corporation, which will fund beneficial community services and programs for the residents of Riverstone. The RCSF will fund its activities by assessing an endowment/transfer fee in an amount not to exceed one-fourth of 1.00% (0.25%) of the total sales price for each home resold within Riverstone. Accordingly, the home you are purchasing will be subject to the RCSF fee upon each and every resale and transfer of title to your home in the future.
6. Riverstone is the owner of certain property in Riverstone and has contracted with various independent contractors for the installation of certain utilities, roads and amenities to serve your lot. Riverstone Development Company sold your lot to your Builder who is solely responsible for the construction of the residence and all improvements thereon. Riverstone Development Company is not a joint venturer or partner of or with your Builder and is not responsible for any claims you may have in the future related to the construction of the home you are purchasing or any information provided to you about the community by your Builder. By your signature below, you agree to look solely to your Builder for any and all claims related to the construction of the home and all other improvements you are purchasing.
7. Your home, and or section of Riverstone, may be adjacent to either Steep Bank Creek or Alcorn Bayou. Both Steep Bank Creek and Alcorn Bayou have been designated as wetlands and as such will remain in their natural state. There may, or may not, be periodic maintenance of these drainage facilities. There will be no improvements made to either of these drainage facilities or the areas that are adjacent to and within the drainage easements that they are contained within.
8. As a purchaser in the Riverstone community, you should visit with the staff at the Riverstone sales and information center to acquire information about the overall community.
9. Flood Plain - Your lot is located in a subdivision that was developed within the 100-year flood plain. Your subdivision has been removed from the flood plain by a levee that has been constructed by Fort Bend County Levee District 15 or Fort Bend County Levee District 19. The (FIRM)

Federal Insurance Rate Maps will show your lot not to be located in the 100-year flood plain. This is the same type of levee system that has been used in First Colony, Greatwood, New Territory, Sienna and other projects that are located in close proximity to the Brazos River.

10. Lakes and other Water Areas. The Riverstone project includes numerous lakes, drainage ditches and other water areas which may present a danger to residents and in particular to children. Please note the location of any of these areas in relation to the home you are purchasing. Riverstone has made of public record, a separate document entitled "Rules and Regulations Governing Use of Water Bodies and Streams Within Riverstone." At the closing of the purchase of your home, you will be given a copy and you will be asked to read and acknowledge by your signature an understanding of these rules and regulations. All lakes in Riverstone have a 6-foot wide concrete shelf area that is only 18-inches deep at the edge of the lake and diving into the lake will cause serious injury and or death. All of the lakes in the Riverstone project are not only lakes, but they are detention ponds. That means that in heavy rains the lake system holds back some of the runoff water that is draining into the lake system and releases it over a longer time period. The water surface elevation of the lake may occasionally rise above the concrete bulkhead and cover part of your backyard. There is a 30-foot drainage easement at the rear of all lake lots and that is what this easement is for. Your home has been built to be above the 100-year flood elevation at your particular location, and that includes any storage of water that may be in the lake/detention system.
11. Wooded Lots. Lots in the wooded sections of Riverstone are sold in their natural condition with no fill. Builders should make every effort to grade the lots so that water will drain towards the drainage swale or gutter. In most instances area drains are also used. However, in some cases, such as where a tree lies in a low area, builders cannot put fill on the root base or it will endanger the tree. Therefore, this may result in occasional standing water on the lot. Homeowner is hereby further advised that they should consult with a professional for the short and long term care of any native tree, or trees that may be on the lot. The Developer is hereby released from any responsibility for damages to, declining health of, or death of any native tree that may be on the home site and for any damage that it may cause in the future to either the homeowner's property or an adjoining property.
12. Riverstone is either in the ETJ (extra territorial jurisdiction) of Missouri City or the ETJ of Sugar Land and Sugar Land or Missouri City may annex those areas at a future date.

13. RIVERSTONE DEVELOPMENT COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED ABOUT THE EFFECT OF THE MATTERS SET FORTH HEREIN, IN GENERAL, OR SPECIFICALLY ON THE PROPERTY WHICH YOU ARE PURCHASING. RIVERSTONE DEVELOPMENT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY TYPE OF DAMAGES WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, BECAUSE OF THE MATTERS DISCLOSED HEREIN, BY EXECUTION HEREOF, THE UNDERSIGNED BUYER AGREES THAT HILLSBORO ESTATES, L.L.C., D/B/A RIVERSTONE DEVELOPMENT COMPANY HAS NO LIABILITY IN CONNECTION WITH THE MATTERS SET FOR THE IN THIS NOTICE.

14. **All exterior home and landscaping modifications, including but not limited to additional landscaping, swimming pools, landscape lighting, play structures, patio covers, decks, basket ball goals, etc., require approval by the Riverstone Homeowners Association (ARC) prior to installation. Any exterior home or landscaping modifications made without ARC approval are subject to being removed at the homeowners' expense.**

By executing this NOTICE, the undersigned Homebuyers represent that they have fully read and understand the matters set forth and discussed herein and that they are not relying upon any representation, warranty or statement by Riverstone Development Company or any sales representative which differs from the disclosures made herein.

The property being purchased by you in connection with this Notice is:

Lot _____, Block _____ of _____, Section _____, at _____ (street address)
 a subdivision in Riverstone, Fort Bend County, Texas.

This Notice shall be appurtenant to and constitute a covenant running with the title to the above described property for the purpose of providing notice of the matters set forth herein to the purchaser and all future owners, tenants, occupants, mortgagees or others having any interest in such property.

Homebuyer:

Date: _____

Date: _____

Builder's signature: _____