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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AVALON AT RIVERSTONE SECTION ONE (1)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Avalon at Riverstone Section One (1) (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, Developer is the owner of the 47.3149 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section One (1), a subdivision according to the plat thereof recorded as Plat No. 20120121 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, by that certain Declaration of Annexation instrument dated July 5, 2011, which was filed under Clerk's File No. 2011063858 and recorded in the Official Records of Fort Bend County, Texas, that certain 110.51 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, 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.

Advantage Title of Ft. Bend
courtesy Jma LS/30

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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.

Advantage Title of Ft. Bend

Courtesy Tma 2/30

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 Neighborhood”. Developer reserves the right to designate additional portions of the Properties as part of The Avalon Neighborhood.

2. Neighborhood Assessment. The Owners of Lots within The Avalon 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 are private Streets. The Streets 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 with the consent of all Owners of Lots within the Subdivision and approved by all applicable municipal, county, and state authorities. Any and all matters related to the private Streets 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”. Although the Association shall be responsible for the maintenance, repair, and replacement of the Streets within The Avalon

Neighborhood, as more particularly set forth in the Declaration and this Supplemental Declaration, each and every Owner of a Lot within The Avalon 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 within The Avalon 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 within The Avalon 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 within The Avalon Neighborhood. Neighborhood Assessments shall be levied in such amount as will, at the end of the first five (5) years of Neighborhood Assessments, 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 in The Avalon 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 in The Avalon Neighborhood at such time.

3. 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 University Boulevard, a public roadway. 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. Avalon at Riverstone, Section Two (2) Access Easement. Access to the Lots within Avalon at Riverstone, Section Two (2), a subdivision according to the plat thereof recorded as Plat No. 20120230 in the Plat Records of Fort Bend County, Texas (the "Avalon 2 Subdivision") is provided over certain private Streets in the Subdivision. In addition to the access easement created in Section 3 above for the benefit of the Owners of the Lots in the Subdivision, Developer hereby declares, grants and reserves for itself, its successors and assigns for the benefit of the Owners of the Lots in the Avalon 2 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 Avalon 2 Subdivision and University Boulevard, a public roadway. Such easement is for the benefit of and appurtenant to each Lot in the Avalon 2 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.

ARTICLE V
RESTRICTIONS

1. Lakefront Lots. Certain of the Lots within the Subdivision are adjacent to property which contains a Lake which is now or will hereafter be Exclusive Common Area for The Avalon Neighborhood. Each Lot in the Subdivision which abuts a Lake or Exclusive Common Area which contains a Lake shall be subject to the following specific restrictions:

(a) The installation or placement of any improvements on the portion of a Lot adjacent to the Lake (including, without limitation, fences, outdoor furniture and children's play equipment) or any alteration of the bulkhead, if any, adjacent to the Lake must be approved by the Residential ARC;

(b) The Owner of each Lot adjacent to a Lake shall be responsible for all temporary erosion control measures required during construction on his or her Lot to ensure that there is no erosion into the Lake and such Owner shall be responsible for any repair or maintenance required due to erosion caused by construction on his or her Lot;

(c) Chemicals, fertilizers and pesticides may not be discharged or released into a Lake;

(d) No Owner or Occupant of a Lot adjacent to a Lake shall withdraw water from or discharge water into the Lake;

(e) No Owner or Occupant of a Lot adjacent to a Lake shall dump or place refuse, trash or any other material into a Lake;

(f) No Owner or Occupant of a Lot adjacent to a Lake shall release or introduce any wildlife, waterfowl, reptiles or fish into a Lake or put water plants into a Lake; and

(g) The use of the Lake(s) within the Subdivision by the Owners or Occupants of Lots within The Avalon Neighborhood and their permitted guests shall be subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, limit the use of the Lake(s) to human powered craft only or prohibit motorized boats except those with electric motors, prohibit fishing or limit to catch and release only fishing, and prohibit water skiing and swimming. The Board may also establish hours for the use of the Lake(s).

2. Release from Liability. The Association and the Developer shall not be responsible for any loss, damage or injury occurring in or around a Lake by any Person, including without limitation Owners, their guests, family, invitees, and agents. To the fullest extent permitted by applicable law, each Owner shall and does hereby agree to indemnify, protect, hold harmless and defend the Association and the Developer and their respective heirs, legal representatives, agents, employees, officers, directors, shareholders, and partners from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities, and expenses, including court costs and attorney's fees and any nature, kind or

description (including without limitation, claims for property damage, injuries to or death of any person directly or indirectly arising out of, or caused by, or in connection with, or resulting (in whole or in part) from the use of a Lake.

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 proceeding 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 VI, 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. 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 herein requiring the levy of Neighborhood Assessments established to maintain the private Streets and to set up a reserve account for the replacement of the private Streets may not be terminated or amended without the specific written consent of the City Council of the City of Sugar Land, all as the same is contemplated in Chapter 5 of the Development Code.

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.

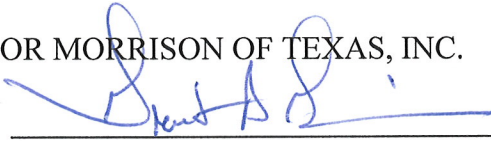
6. Conflict. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 15 day of July, 2013.

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.

By: _____

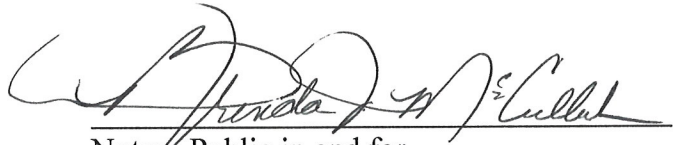


Grant Grimes, Vice President

THE STATE OF TEXAS §
 §
 §
COUNTY OF ~~FORT BEND~~ ^{Harris} §

This instrument was acknowledged before me on July 15, 2013 by Grant Grimes, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for
the State of Texas

