



**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AVALON AT RIVERSTONE SECTION ELEVEN-A (11-A)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Avalon at Riverstone Section Eleven-A (11-A) (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 9.8550 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section Eleven-A (11-A), a subdivision according to the plat thereof recorded as Plat No. 2014092838 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.

ARTICLE V
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 V and the amendment rights set forth in Section 2 of this Article V, 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 Council of the City of Sugar Land, all as the same is contemplated in Chapter 5 of the Development Code.

5. 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.

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 29th day of January, 2015.

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.

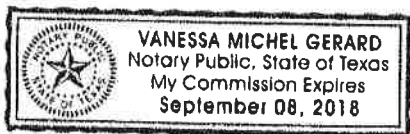
By:

[Signature]
Robert L. Skinner, Authorized Agent

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 29th 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