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Official Public Records  
3/25/2014 2:21 PM



*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County Texas  
Pages: 20 Fee: \$ 111.00

CORRECTED  
**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR AVALON AT RIVERSTONE SECTION SEVEN (7)**  
(IN REPLACEMENT AND LIEUCOF 2014027914)

This Supplemental Declaration of Covenants, Conditions and Restrictions for Avalon at Riverstone Section Seven (7) (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 Arcas 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 11.1267 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section Seven (7), a subdivision according to the plat thereof recorded or to hereafter be recorded by Developer 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 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, 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  
GF *Courtesy DC*

CORRECTED

THIS DOCUMENT HAS BEEN  
ELECTRONICALLY RECORDED

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR AVALON AT RIVERSTONE SECTION SEVEN (7)**

(IN REPLACEMENT AND LIEU OF 2014027914)

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WITNESSETH:

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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 11.1267 acre tract of land which has been subdivided and platted as Avalon at Riverstone Section Seven (7), a subdivision according to the plat thereof recorded or to hereafter be recorded by Developer 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 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, 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  
GF Courtesy DC

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. 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 University Boulevard, a public roadway, via the private streets located within Avalon at Riverstone, Section Four (4). 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 attached hereto.

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 25<sup>th</sup> day of MARCH, 2014.

DEVELOPER:  
TAYLOR MORRISON OF TEXAS, INC.  
By: [Signature]  
Grant Grimes, Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris FORT BEND   §

This instrument was acknowledged before me on MARCH 25, 2014 by Grant Grimes, Vice President 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



**Avalon at Riverstone Phase II PUD #1  
Planned Unit Development Regulations**

I. The Planned Unit Development (PUD) approved herein shall be constructed, developed, and maintained in compliance with this PUD and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in the ETJ is not contained in this PUD document, those regulations or provisions shall apply to this property.

II. The PUD shall be developed in accordance with the following exhibits that are attached to and made part of this PUD:

Exhibit A: Overall Exhibit

Exhibit B: Trails Exhibit

Exhibit C: Collector Street Exhibit

Exhibit D: Minor Collector Cross Section Exhibit

Exhibit E: Local Street Cross Section Exhibit

Exhibit F: Community Gates Exhibit

Exhibit G: Maintenance and Replacement Funds Analysis

III. Lot Regulations – Lots shall be developed in accordance with the following regulations. Lot types (patio home and standard single-family) can be interchanged as long as the overall street system and lot layout are consistent with the attached exhibits.

A. Patio Home/ Zero Lot Line Residential Lots

1. Minimum Lot Width: 55 feet (60 feet for corner lots)

2. Minimum Lot Depth: 125 feet

B. Standard Single-Family Residential Lots

1. Minimum Lot Width: 60 feet (70 feet for corner lots)

2. Minimum Lot Depth: 125 feet

IV. Private Streets:

A. Private streets in the PUD shall be developed in accordance with City standards for public streets.

B. The Property Owners' Association, or other association responsible for maintaining streets, shall provide to the City a yearly audit indicating the funds set aside in the required private street maintenance and replacement funds.

C. The Property Owners' Association, or other association responsible for maintaining streets, shall provide to the City every years a reserve fund study for private infrastructure. The study shall include, but not be limited to, the following: location of infrastructure; age of infrastructure; expected life of infrastructure; cost to replace of infrastructure; funds currently in in account; determination whether funds will be sufficient to maintain and replace private infrastructure; and whether assessments need to be increased to retain sufficient funds for maintenance and replacement of private infrastructure.



V. Trails:

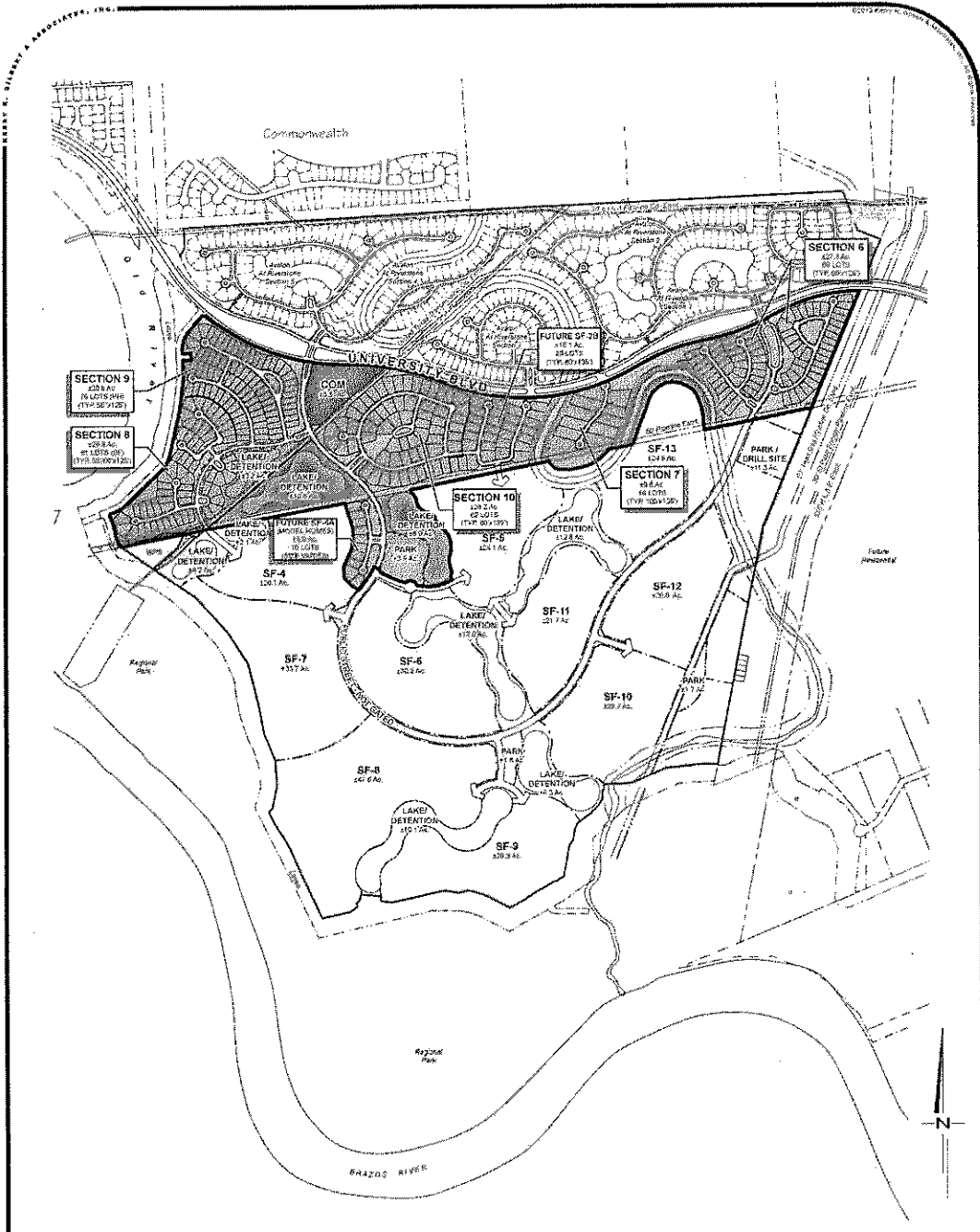
- A. A trail system for the property shall be developed in accordance with Exhibit B: Trail Exhibit.
- B. Plans for the construction of the trails shall be submitted for City review at the time of or prior to submittal of Infrastructure Construction Plans for the attendant subdivision. The trails shall be constructed prior to City issuance of a Letter of Compliance for the subdivision.
- C. For the 10-foot sidepath along the public loop collector street, sidepath plans shall be submitted with the Infrastructure Construction Plans for the attendant portion of the street. The sidepath shall be completed prior to issuance of a Letter of Compliance for the street.

VI. Record Restrictive Covenants - Taylor Morrison, Inc. shall record restrictive covenants, approved by the City, prior to the sale of any lot in the subdivision(s) requiring the property owners association to:

- A. Submit to the City of Sugar Land, a sealed engineering report every five years that analyzes the physical condition of the private street and sidewalk infrastructure;
- B. Submit to the City of Sugar Land, every five years, the total amount of the property owners association's (i) reserve funds restricted for maintenance and repair of the private street and sidewalk infrastructure-- the assessments must be in an amount that will, at the end of the first five years of the assessments, create and thereafter maintain a fund that will not be less than three percent of the initial cost of constructing the private streets and sidewalks in the subdivision(s), and (ii) capital replacement fund restricted for the reconstruction and replacement of the private street and sidewalk infrastructure—the monthly or yearly assessments must be in an amount that will, at the end of 35 years, create a fund that will not be less than the reconstruction costs of the private streets and sidewalks;
- C. Submit to the City of Sugar Land an annual, independent audit of the monthly or yearly assessments paid into the funds specified in (B) above;
- D. Maintain the private streets and sidewalks in the subdivision(s);
- E. Upon annexation of the subdivision(s) into the city limits of the City:
  - 1. Release the City of Sugar Land from any damage to the private streets and sidewalks that may be caused by maintenance, repair or replacement of public utilities. The release language must comply with legal requirements;
  - 2. Recognize that the City of Sugar Land will not be responsible for the private streetlight, street or sidewalk maintenance, repair or replacement; and
  - 3. Recognize that City of Sugar Land services to be provided will be governed by State law and any applicable strategic partnership agreement with the municipal utility district within which the subdivision(s) is/was located.

VII. Subdivision Plat Notes – All Final Plats for subdivisions with the PUD shall include plat notes reflecting these PUD requirements.

**Exhibit A: Overall Exhibit**



an overall exhibit for

**AVALON AT RIVERSTONE  
PHASE II - PUD #1**

± 176.0 ACRES OF LAND

prepared by  
**TAYLOR MORRISON**

**NOTE:**

LOT SIZES AND HOUSING PRODUCTS MAY BE REARRANGED AND/OR SIZED IN RESPONSE TO MARKET CONDITIONS WITHOUT THE NEED FOR A PUD AMENDMENT, AS LONG AS THE REARRANGEMENT IS IN GENERAL CONFORMANCE WITH THE LOT AND STREET PATTERN SHOWN HEREON, OR A PRELIMINARY PLAT CONFORMING TO THE CITY OF SUGARLAND SUBDIVISION REGULATIONS IS SUBMITTED AND APPROVED.

**EXHIBIT A**

THIS DRAWING IS A PRELIMINARY REPRESENTATION FOR INFORMATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA. THE DESIGNER'S LIABILITY IS LIMITED TO THE INFORMATION PROVIDED IN THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER'S LIABILITY IS LIMITED TO THE INFORMATION PROVIDED IN THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**KERRY R. SILBERT & ASSOCIATES, INC.**

**URS FEDERAL SERVICES**

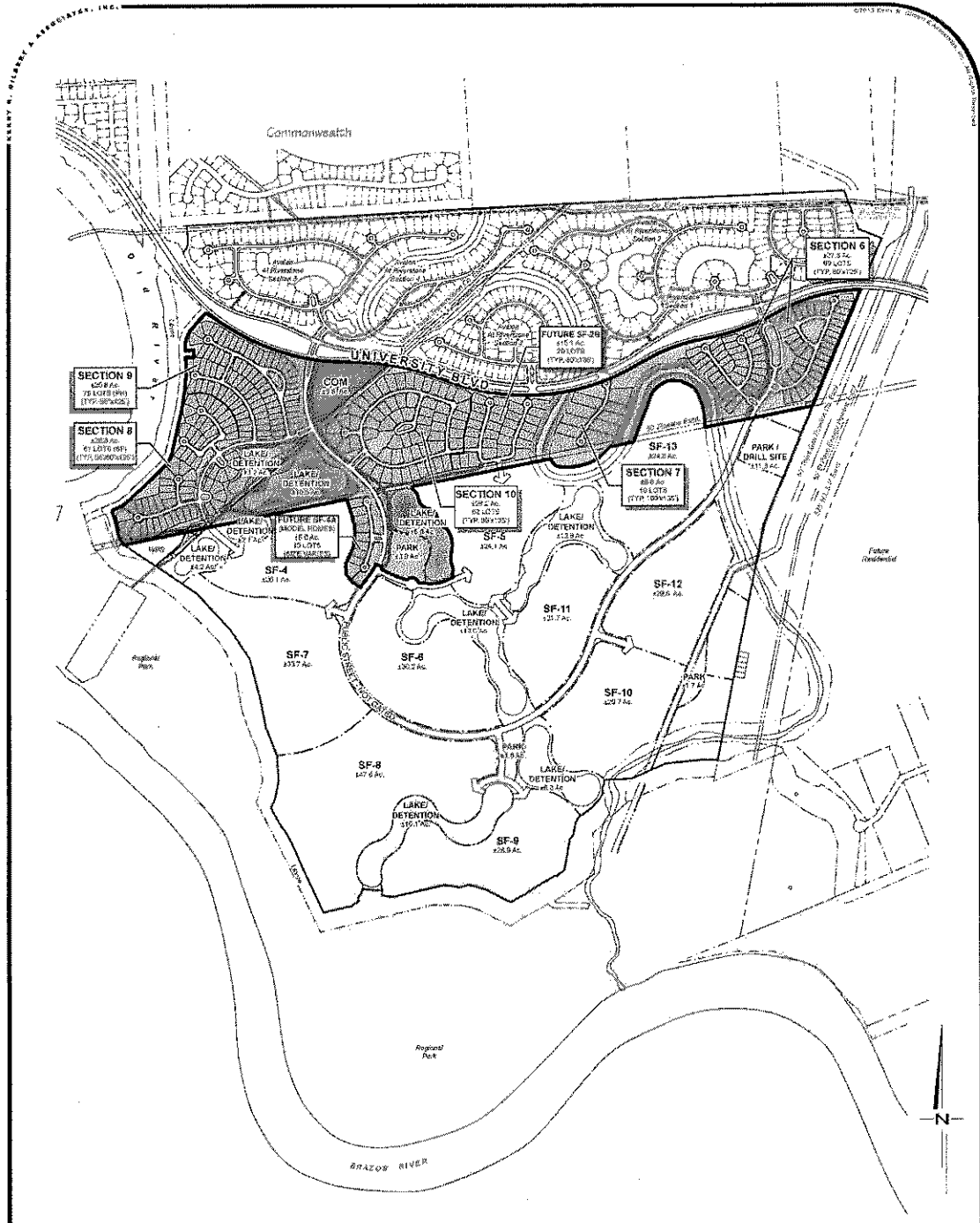
2505 Knox Branch Blvd.  
Suite 6200  
Houston, Texas 77058  
Tel: (281) 570-8000  
Fax: (281) 570-8000

SCALE

JUNE 23, 2011  
MCA 045511-0-010



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**Exhibit B: Trails Exhibit**



**EXHIBIT B**

**LEGEND**

-  PEDESTRIAN TRAIL (5' MEN.) (PROPOSED)
-  10' PED. & BICYCLE TRAIL (PROPOSED)

a trails exhibit for  
**AVALON AT RIVERSTONE**  
**PHASE II - PUD #1**  
 ± 176.0 ACRES OF LAND  
 prepared by  
**TAYLOR MORRISON**

THIS MAP IS A PRELIMINARY REPRESENTATION FOR PRELIMINARY PURPOSES ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT OR OTHER FINANCIAL DECISIONS. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT OR OTHER FINANCIAL DECISIONS. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT OR OTHER FINANCIAL DECISIONS.

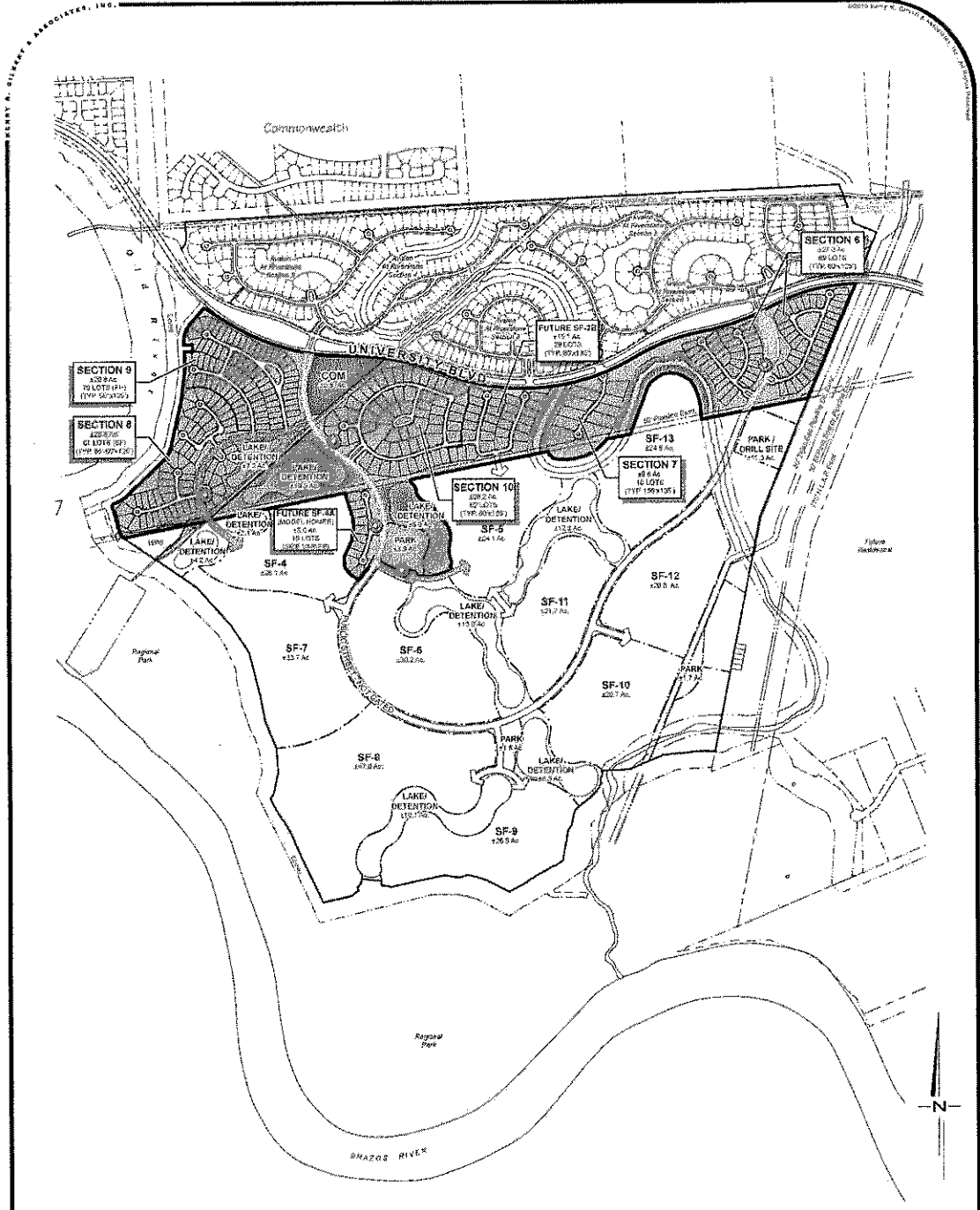
**KERRY N. GILBERT & ASSOCIATES, INC.**  
 22001 Green Branch Blvd.  
 Suite A-200  
 Fort Worth, Texas 76176  
 (817) 412-2540  
 Fax (817) 412-2542

**June 28, 2013**  
 KNS 6055818-010

**SCALE**  
 1" = 100'

KERRY N. GILBERT & ASSOCIATES, INC.

**Exhibit C: Collector Street Exhibit**



**EXHIBIT C**

- LEGEND**
- COLLECTOR LOOP STREET (PUBLIC)
  - LOCAL COLLECTOR STREETS (PRIVATE)
  - POTENTIAL REDUCED RADIUS
- NOTE: ALL INTERNAL LOCAL STREETS ARE TO BE PRIVATE

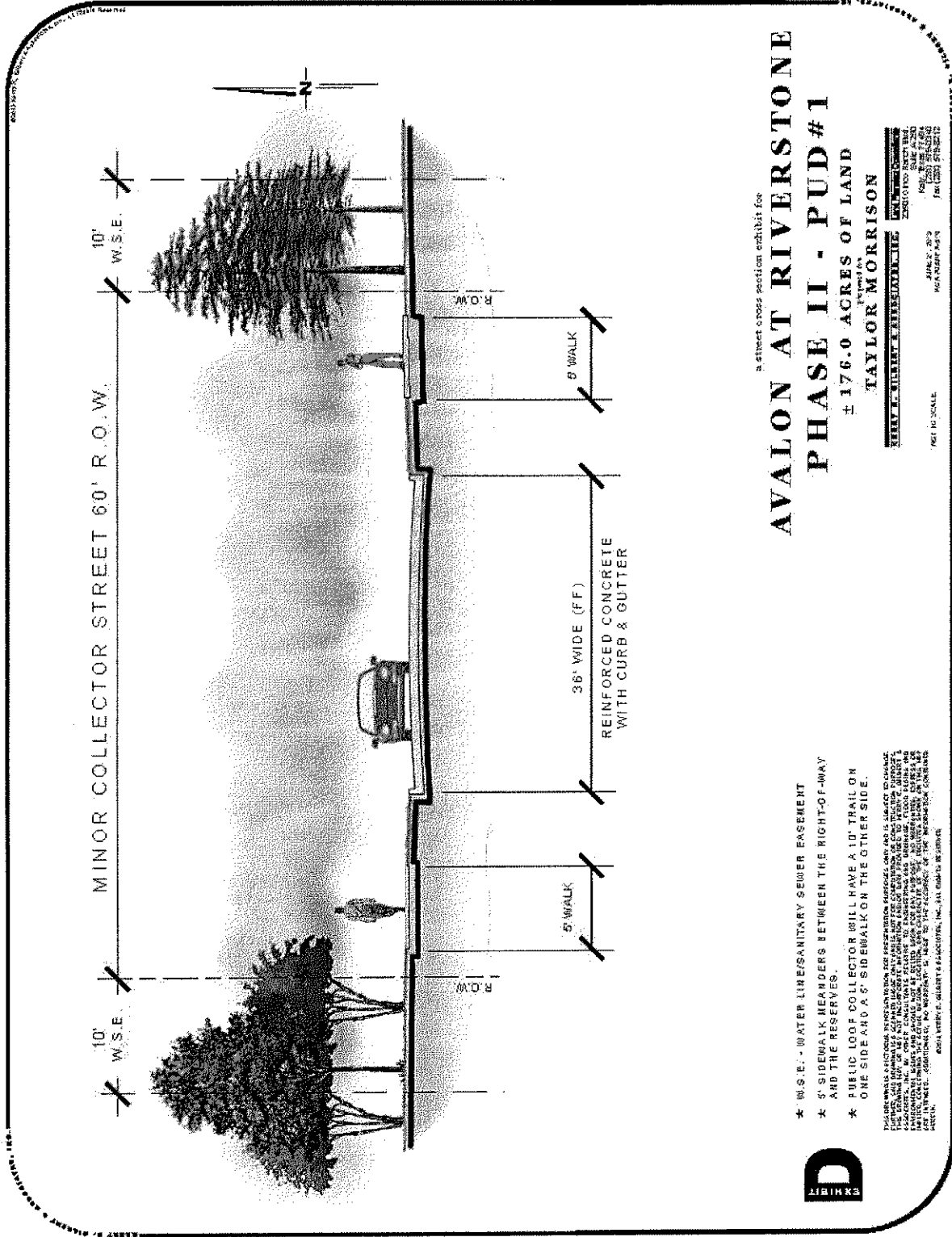
a collector street exhibit for  
**AVALON AT RIVERSTONE**  
**PHASE II - PUD # 1**  
 ± 176.0 ACRES OF LAND  
 projected by  
**TAYLOR MORRISON**

THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER HAS CONDUCTED VISUAL AND PHOTOGRAPHIC SURVEYS AND HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL PLANNING COMMISSION AND THE LOCAL HEALTH DEPARTMENT. THE DESIGNER HAS CONDUCTED VISUAL AND PHOTOGRAPHIC SURVEYS AND HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL PLANNING COMMISSION AND THE LOCAL HEALTH DEPARTMENT. THE DESIGNER HAS CONDUCTED VISUAL AND PHOTOGRAPHIC SURVEYS AND HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL PLANNING COMMISSION AND THE LOCAL HEALTH DEPARTMENT.

**KERRY R. GILBERT & ASSOCIATES, INC.**  
 Local Planning Commission  
 2501 Green River Blvd.  
 Rush A-50  
 May, June 2004  
 CR11216245  
 RA CR11216245

SCALE: 1" = 100' (AS SHOWN)  
 DATE: JUNE 31, 2004  
 KGA #01101A-010

Exhibit D: Minor Collector Street Cross Section Exhibit



a street cross section exhibit for  
**AVALON AT RIVERSTONE**  
**PHASE II - PUD #1**  
 ± 176.0 ACRES OF LAND  
 TRACT AS  
**TAYLOR MORRISON**

- \* W.S.E. - WATER LINE/SANITARY SEWER EASEMENT
- \* 5' SIDEWALK HEADERS BETWEEN THE RIGHT-OF-WAY AND THE RESERVES.
- \* PUBLIC LOOP COLLECTOR WILL HAVE A 10' TRAIL ON ONE SIDE AND A 5' SIDEWALK ON THE OTHER SIDE.

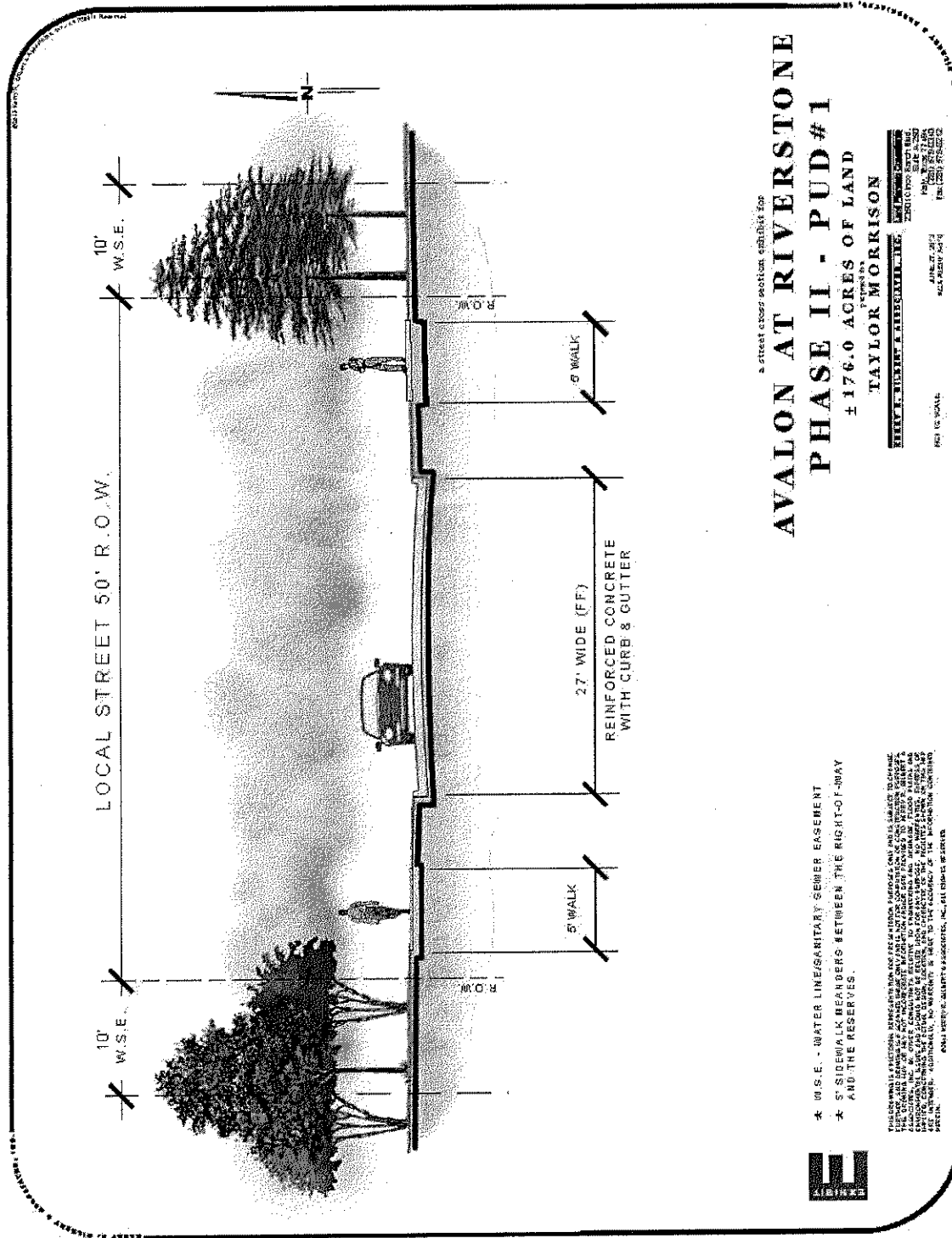
**ERRY T. SILBERT & ASSOCIATES, INC.**  
 ENGINEERS  
 2500 FORD ROAD  
 SUITE 200  
 FORT WORTH, TEXAS 76104  
 PHONE: (817) 338-1100  
 FAX: (817) 338-1112

FIG. 10 SCALE  
 JUNE 2, 2003  
 W. AMERYMAN



THIS DRAWING IS A PRELIMINARY DESIGN FOR INFORMATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. THE DRAWING DOES NOT INCLUDE ANY INFORMATION THAT MAY BE NECESSARY TO VERIFY, DESIGN, OR CONSTRUCT THE PROJECT. THE DRAWING IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF JTB INKS. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

Exhibit E: Local Street Cross Section Exhibit



a street cross section exhibit for  
**AVALON AT RIVERSTONE**  
**PHASE II - PUD #1**  
 ± 176.0 ACRES OF LAND  
 TAYLOR MORRISON

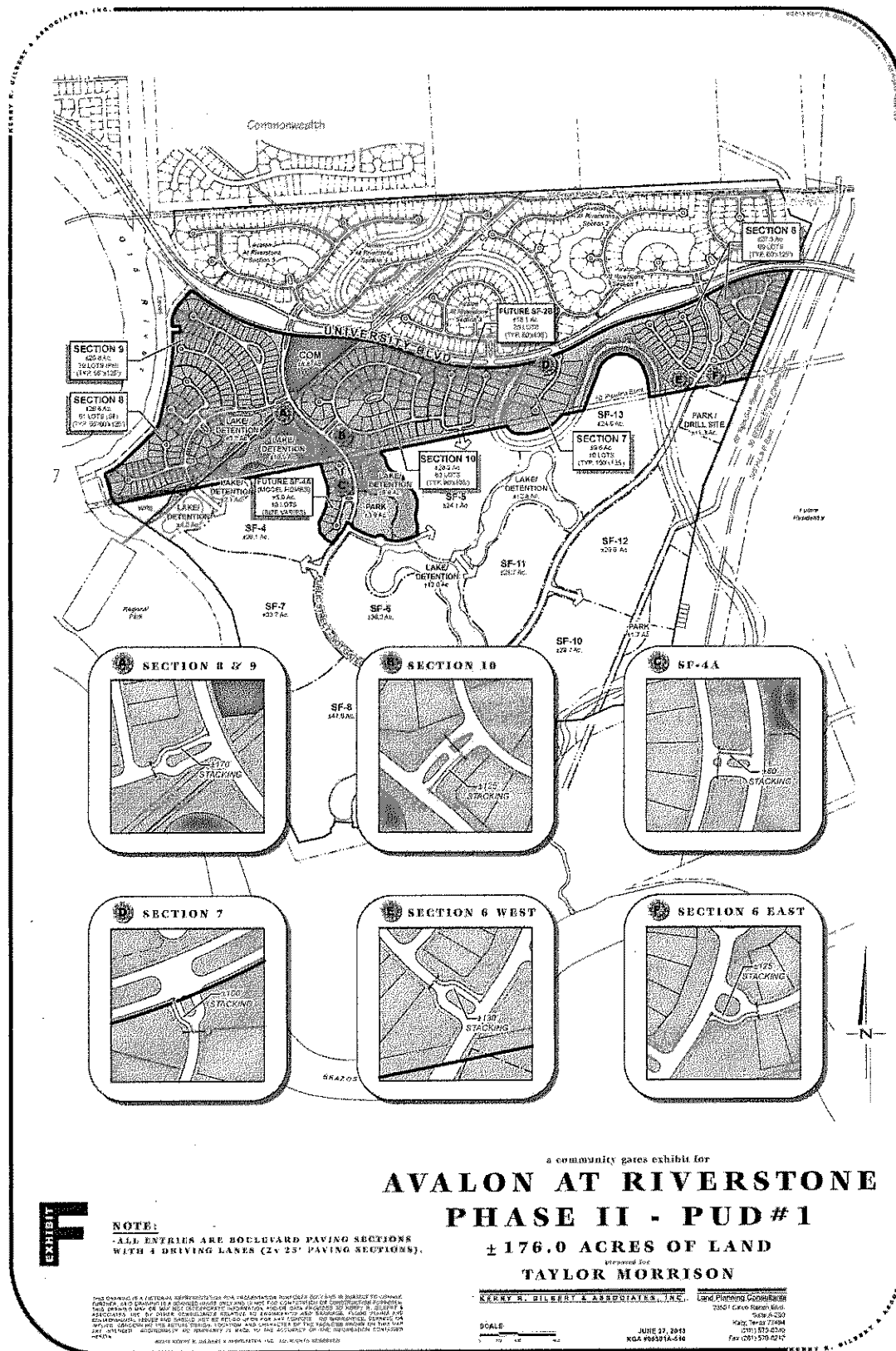
\* W.S.E. - WATER LINE/SEWER EASEMENT  
 \* 5' SIDEWALK BARRIERS BETWEEN THE RIGHT-OF-WAY AND THE RESERVES.

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT. THE DESIGNER HAS NOT CONDUCTED A GEOTECHNICAL SURVEY OR FOUNDATION ANALYSIS. THE DESIGNER HAS NOT CONDUCTED A TRAFFIC SURVEY OR ANALYSIS. THE DESIGNER HAS NOT CONDUCTED A SOUND AND VIBRATION ANALYSIS. THE DESIGNER HAS NOT CONDUCTED A HISTORIC PRESERVATION SURVEY. THE DESIGNER HAS NOT CONDUCTED A CULTURAL RESOURCE SURVEY. THE DESIGNER HAS NOT CONDUCTED A PALEONTOLOGICAL SURVEY. THE DESIGNER HAS NOT CONDUCTED A HERITAGE RESOURCE SURVEY. THE DESIGNER HAS NOT CONDUCTED A SCIENTIFIC MONITORING PROGRAM. THE DESIGNER HAS NOT CONDUCTED A MONITORING PROGRAM. THE DESIGNER HAS NOT CONDUCTED A MONITORING PROGRAM. THE DESIGNER HAS NOT CONDUCTED A MONITORING PROGRAM.

**THOMAS HERRICK & ASSOCIATES, INC.**  
 2500 10th Street, N.W.  
 Seattle, WA 98107  
 TEL: (206) 462-1100  
 FAX: (206) 462-1101



**Exhibit F: Community Gates Exhibit**



a community gates exhibit for  
**AVALON AT RIVERSTONE**  
**PHASE II - PUD # 1**  
 ± 176.0 ACRES OF LAND  
 Prepared For  
**TAYLOR MORRISON**

**EXHIBIT F**

**NOTE:**  
 -ALL ENTRIES ARE BOULEVARD PAVING SECTIONS  
 WITH 4 DRIVING LANES (2x 25' PAVING SECTIONS).

THIS EXHIBIT IS A PRELIMINARY REPRESENTATION OF THE PROPOSED DEVELOPMENT AND IS SUBJECT TO CHANGE. THE DEVELOPER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THIS EXHIBIT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THIS EXHIBIT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THIS EXHIBIT.

**KERRY R. GILBERT & ASSOCIATES, INC.**  
 Land Planning Consultants  
 25001 Caron Blvd.  
 Suite 1200  
 Katy, Texas 77454  
 (281) 875-6700  
 Fax: (281) 570-6217

SCALE: 1" = 400'  
 DATE: JUNE 27, 2013  
 NO. 1000015A-010

# Exhibit G: Renewal and Replacement Analysis (pg. 1)

## RENEWAL AND REPLACEMENT ANALYSIS - PUD #1 COMBINED REPORT

### General Information

Additional HOA Assessment Required for Private Streets	\$550.04 per lot
Above Average Lot Width	Varies ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	17,695 ft
Length of Community Road based on PD (within gates)	1,600 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets (based on average 500' Spacing)	74 Inlets
Number of Inlets for Community Rds (based on ave. 500' Spacing)	8 Inlets

### Collections Information

Total Number of Lots	320 Lots
Additional Annual Collections	\$176,011.76
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	6
Annual Collections Less Gate Maintenance	\$116,011.76
Annual Collections Less Gate Maintenance	\$362.54 per lot

### Street Replacement within Subdivision

Area of Streets Per Lot	1,548 sf per lot
Cost of Removal (\$10/sy)	\$1,720.35 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$774.16 per lot
Pavement (\$35/sy)	\$6,021.22 per lot
Curb (\$2.50/ft)	\$276.48 per lot
Replacement of Inlet Tops per lot ( \$500/inlet)	\$115.63 per lot
Misc Costs (5%)	\$470.39 per lot
Engineering and Surveying (10%)	\$987.82 per lot
Total Cost of Removal and Replacement	\$10,866.04 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	\$362.20 per lot

### Street Replacement of Community Roads (within Gates)

Area of Pavement	185 sf per lot
Cost of Removal (\$10.0)	\$205.56 per lot
Traffic Control for Replacement of Single Lane	\$228.40 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$92.50 per lot
Pavement (\$35/sy)	\$719.44 per lot
Curb (\$2.50/ft)	\$25.00 per lot
Replacement of Inlet Tops (2 inlets per +/-500' @ \$750 per inlet)	\$12.50 per lot
Misc Construction Costs (10%)	\$128.34 per lot
Total Cost of Removal and Replacement	\$1,411.73 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	\$0.15 per lot

### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	\$362.20 per lot
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.15 per lot
Total Funds Necessary	\$362.35 per lot
Total Funds Available for Streets	\$362.54 per lot
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	\$0.19 per lot
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	\$60.26 per yr

### NOTES:

Items in **BOLD** are the combined totals of the variables within the limits of PUD #1. This report depicts all HOA collections into a single fund to repair gates and replace private roads within all of the PUD 1 boundary. (i.e. funds collected in Section 6 can be utilized to repair gates and replace roads in Section 7)



## Exhibit G: Renewal and Replacement Analysis (pg. 2)

### RENEWAL AND REPLACEMENT ANALYSIS - SECTION 6

#### General Information

Additional HOA Assessment Required for Private Streets	<b>\$641.84 per lot</b>
Above Average Lot Width	60 ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	<b>3,700 ft</b>
Length of Community Road based on PD (within gates)	0 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets (based on average 500' Spacing)	<b>16 Inlets</b>
Number of Inlets for Community Rds (based on ave. 500' Spacing)	<b>0 Inlets</b>

#### Collections Information

Total Number of Lots	<b>69 Lots</b>
Additional Annual Collections	\$44,286.96
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	<b>2</b>
Annual Collections Less Gate Maintenance	\$24,286.96
Annual Collections Less Gate Maintenance	<b>\$351.98 per lot</b>

#### Street Replacement within Subdivision

Area of Streets Per Lot	1,501 sf per lot
Cost of Removal (\$10/sy)	\$1,668.28 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$750.72 per lot
Pavement (\$35/sy)	\$5,838.97 per lot
Curb (\$2.50/ft)	\$268.12 per lot
Replacement of Inlet Tops per lot ( \$500/inlet)	\$115.94 per lot
Misc. Costs (5%)	\$457.10 per lot
Engineering and Surveying (10%)	\$959.91 per lot
Total Cost of Removal and Replacement	\$10,559.04 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	<b>\$351.97 per lot</b>

#### Street Replacement of Community Roads - N/A - No Private Collector Roads

#### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	<b>\$351.97 per lot</b>
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.00 per lot
Total Funds Necessary	<b>\$351.97 per lot</b>
Total Funds Available for Streets	<b>\$351.98 per lot</b>
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.02 per lot</b>
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$1.16 per yr</b>

NOTE: Items in **BOLD** are variables specific to each section

## Exhibit G: Renewal and Replacement Analysis (pg. 3)

### RENEWAL AND REPLACEMENT ANALYSIS - SECTION 7

#### General Information

Additional HOA Assessment Required for Private Streets	<b>\$1,590.13 per lot</b>
Above Average Lot Width	110 ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	<b>920 ft</b>
Length of Community Road based on PD (within gates)	0 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets (based on average 500' Spacing)	<b>4 Inlets</b>
Number of Inlets for Community Rds (based on ave. 500' Spacing)	<b>0 Inlets</b>

#### Collections Information

Total Number of Lots	<b>10 Lots</b>
Additional Annual Collections	\$15,901.30
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	1
Annual Collections Less Gate Maintenance	\$5,901.30
Annual Collections Less Gate Maintenance	<b>\$590.13 per lot</b>

#### Street Replacement within Subdivision

Area of Streets Per Lot	2,576 sf per lot
Cost of Removal (\$10/sy)	\$2,862.22 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$1,288.00 per lot
Pavement (\$35/sy)	\$10,017.78 per lot
Curb (\$2.50/ft)	\$460.00 per lot
Replacement of Inlet Tops per lot ( \$500/inlet)	\$200.00 per lot
Misc Costs (5%)	\$766.40 per lot
Engineering and Surveying (10%)	\$1,609.44 per lot
Total Cost of Removal and Replacement	\$17,703.84 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	<b>\$590.13 per lot</b>

#### Street Replacement of Community Roads - N/A - No Private Collector Roads

#### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	\$590.13 per lot
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.00 per lot
Total Funds Necessary	\$590.13 per lot
Total Funds Available for Streets	\$590.13 per lot
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.00 per lot</b>
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.02 per yr</b>

NOTE: Items in **BOLD** are variables specific to each section

## Exhibit G: Renewal and Replacement Analysis (pg. 4)

### RENEWAL AND REPLACEMENT ANALYSIS - SECTIONS 8 AND 9

#### General Information

Additional HOA Assessment Required for Private Streets	<b>\$334.94 per lot</b>
Above Average Lot Width	55 ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	5,500 ft
Length of Community Road based on PD (within gates)	1,600 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets for Private Rds. (based on ave 500' Spacing)	22 Inlets
Number of Inlets for Community Rds (based on ave. 500' Spacing)	8 Inlets

#### Collections Information

Total Number of Lots	<b>140 Lots</b>
Additional Annual Collections	\$46,891.60
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	1
Annual Collections Less Gate Maintenance	\$36,891.60
Annual Collections Less Gate Maintenance	\$263.51 per lot

#### Street Replacement within Subdivision

Area of Streets Per Lot	1,100 sf per lot
Cost of Removal (\$1.0/sy)	\$1,222.22 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$550.00 per lot
Pavement (\$35/sy)	\$4,277.78 per lot
Curb (\$2.50/ft)	\$196.43 per lot
Replacement of Inlet Tops per lot (\$500/inlet)	\$78.57 per lot
Misc Costs (5%)	\$341.25 per lot
Engineering and Surveying (10%)	\$716.63 per lot
Total Cost of Removal and Replacement	\$7,882.88 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	\$262.76 per lot

#### Street Replacement of Community Roads (within Gates)

Area of Pavement	423 sf per lot
Cost of Removal (\$10.0/SY)	\$469.84 per lot
Traffic Control for Replacement of Single Lane	\$522.05 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$211.43 per lot
Pavement (\$35/sy)	\$1,644.44 per lot
Curb (\$2.50/ft)	\$57.14 per lot
Replacement of Inlet Tops per lot ( \$500/inlet)	\$28.57 per lot
Misc Costs (5%)	\$146.67 per lot
Total Cost of Removal and Replacement	\$3,080.15 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	\$0.73 per lot

#### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	\$262.76 per lot
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.73 per lot
Total Funds Necessary	\$263.50 per lot
Total Funds Available for Streets	\$263.51 per lot
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.02 per lot</b>
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$2.18 per yr</b>

NOTE: Items in **BOLD** are variables specific to each section

## Exhibit G: Renewal and Replacement Analysis (pg. 5)

### RENEWAL AND REPLACEMENT ANALYSIS - SECTIONS 10

#### General Information

Additional HOA Assessment Required for Private Streets	<b>\$571.90 per lot</b>
Above Average Lot Width	55 ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	<b>6,500 ft</b>
Length of Community Road based on PD (within gates)	0 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets for Private Rds. (based on ave 500' Spacing)	<b>26 Inlets</b>
Number of Inlets for Community Rds (based on ave. 500' Spacing)	<b>0 Inlets</b>

#### Collections Information

Total Number of Lots	<b>91 Lots</b>
Additional Annual Collections	\$52,042.90
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	1
Annual Collections Less Gate Maintenance	\$42,042.90
Annual Collections Less Gate Maintenance	\$462.01 per lot

#### Street Replacement within Subdivision

Area of Streets Per Lot	2,000 sf per lot
Cost of Removal (\$10/sy)	\$2,222.22 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$1,000.00 per lot
Pavement (\$35/sy)	\$7,777.78 per lot
Curb (\$2.50/ft)	\$357.14 per lot
Replacement of Inlet Tops per lot ( \$500/inlet)	\$142.86 per lot
Misc Costs (5%)	\$600.00 per lot
Engineering and Surveying (10%)	\$1,260.00 per lot
Total Cost of Removal and Replacement	\$13,860.00 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	\$462.00 per lot

#### Street Replacement of Community Roads - N/A - No Private Collector Roads

#### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	\$462.00 per lot
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.00 per lot
Total Funds Necessary	\$462.00 per lot
Total Funds Available for Streets	\$462.01 per lot
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.01 per lot</b>
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.90 per yr</b>

NOTE: Items in **BOLD** are variables specific to each section

## Exhibit G: Renewal and Replacement Analysis (pg. 6)

### RENEWAL AND REPLACEMENT ANALYSIS - SF 4A

#### General Information

Typical Private Street Additional HOA Assessment	<b>\$1,688.90 per lot</b>
Above Average Lot Width	55 ft
Typical Pavement Section at Lot	28 ft
Typical Pavement Section for Community Road	37 ft
Length of Private Streets (within gates)	<b>1,075 ft</b>
Length of Community Road based on PD (within gates)	0 ft
Minimum Pavement Life (Typical)	30 Yrs
Number of Inlets for Private Rds. (based on ave. 500' Spacing)	<b>6 Inlets</b>
Number of Inlets for Community Rds (based on ave. 500' Spacing)	<b>0 Inlets</b>

#### Collections Information

Total Number of Lots	<b>10 Lots</b>
Additional Annual Collections	\$16,889.00
Annual Gate/Fence Maintenance	\$10,000.00 per gate
Number of Gates	1
Annual Collections Less Gate Maintenance	\$6,889.00
Annual Collections Less Gate Maintenance	<b>\$688.90 per lot</b>

#### Street Replacement within Subdivision

Area of Streets Per Lot	3,010 sf per lot
Cost of Removal (\$10/sy)	\$3,344.44 per lot
Traffic Control for Replacement of Single Lane (\$500/Lot)	\$500.00 per lot
Rework Subgrade - Includes Lime and Remix (\$0.50/sf)	\$1,505.00 per lot
Pavement (\$35/sy)	\$11,705.56 per lot
Curb (\$2.50/ft)	\$537.50 per lot
Replacement of Inlet Tops per lot (2 inlets/ 400' @ \$500/inlet)	\$300.00 per lot
Misc. Costs (5%)	\$894.63 per lot
Engineering and Surveying (10%)	\$1,878.71 per lot
Total Cost of Removal and Replacement	\$20,665.84 per lot
Funds Directed to Subdivision Roads Assuming 30 Yr Replacement	<b>\$688.86 per lot</b>

#### Street Replacement of Community Roads - N/A - No Private Collector Roads

#### Summary

Funds Directed to Subdivision Roads Assuming 30 YR Replacement	\$688.86 per lot
Funds Directed to Community Roads Assuming 30 YR Replacement	\$0.00 per lot
Total Funds Necessary	\$688.86 per lot
Total Funds Available for Streets	\$688.90 per lot
Total Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.04 per lot</b>
Annual Surplus/Deficit of Funds (calc. checks if 0 or positive)	<b>\$0.39 per yr</b>

NOTE: Items in **BOLD** are variables specific to each section