



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

This Supplemental Declaration of Covenants, Conditions and Restrictions (this "Supplemental Declaration") is made as of the date hereinafter stated by GBI GROUP LLC, a Texas limited liability company ("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 (as amended, the "Declaration") 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 (the "Official Records"), 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, by that certain Declaration of Annexation instrument dated October 30, 2006 which was filed under Clerk's file No. 2006137983 and recorded in the Official Records 112.38 acres of land was annexed into the jurisdiction of the Association and made subject to the Declaration;

WHEREAS, Developer is the owner of the 48.1999 acre tract of land which has been subdivided and platted Stonebrook at Riverstone, Section One (1), a subdivision of land according to the plat thereof recorded as Plat Number 20080181 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision") and which is a portion of such 112.38 acre tract of land that was annexed into the jurisdiction of the Association;

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Developer wishes to subject the Subdivision to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration; and

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,

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Developer hereby declares that the Subdivision shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions (in addition to the provisions of the Declaration) which shall run with the land and be binding on all parties having any right, title or interest in 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 Stonebrook Neighborhood. Developer reserves the right to hereafter designate additional portions of the Properties it owns as part of the Stonebrook Neighborhood.

2. Neighborhood Assessment. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. The Owners of Lots within the Stonebrook Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Residential Assessments if and when levied by the Association's Board of Directors from time to time in accordance with Section 2(b) of Article III of the Declaration.

**ARTICLE III**  
**EASEMENTS**

1. Easements for Utilities and Public Services.

(a) Developer hereby grants to the Association, to Fort Bend County, to the City of Missouri City and to any other public authority or agency, utility district, or utility company, a perpetual easement upon, over, under, and across the 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

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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.

(b) There is also hereby granted to Fort Bend County, to the City of Missouri City, 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.

#### ARTICLE IV 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 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 Subdivision has been recorded within the year immediately proceeding the beginning of a ten (10) year renewal period, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated at the end of the initial forty-year term or the applicable renewal period.

2. Amendment. It is the intention of Developer that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Subdivision. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Developer that the specific restrictions that are imposed on the Subdivision by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended at any time by an instrument executed by the President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Subdivision and

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recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by the Developer during the Class B Control Period.

3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

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

6. Development Period. During the period of time that any Lots or Single Family Residences located with the Subdivision are being developed and marketed, Developer, with the right of assignment, shall have and hereby reserves the right to use the property it owns and the Streets in the Subdivision in connection with the construction of residences and the marketing of homes.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions for Stonebrook at Riverstone, Section One (1) is executed the 4<sup>th</sup> day of March, ~~2007~~  
2008

GBI GROUP LLC,  
a Texas limited liability company

By: Terry Norwood V.P.O.  
Terry NORWOOD  
Its: Vice President Operations

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THE STATE OF TEXAS

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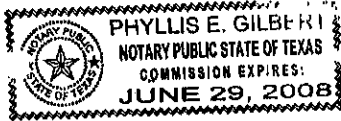
COUNTY OF Harris

This instrument was acknowledged before me on March 4, <sup>2008</sup>~~2007~~ by Terry Norwood, VP Operations of GBI Group LLC, a Texas limited liability company, on behalf of said limited liability company.

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(SEAL)

Phyllis E. Gilbert  
Notary Public in and for  
the State of Texas



After Recording, Return To: D. Parker

**COATS | ROSE**

A Professional Corporation

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**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

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Dianne Wilson COUNTY CLERK

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