



RIVERSTONE HOMEOWNERS ASSOCIATION, INC.
RACQUET COURT RULES

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I. PURPOSE

The purpose of these Racquet Court Rules (these “*Rules*”) is to establish the rules and procedures applicable to the use and enjoyment of the tennis courts (the “*Tennis Courts*”) and the pickleball courts (the “*Pickleball Courts*” and, collectively with the Tennis Courts, the “*Courts*”) at The Club at Riverstone, located at 18353 University Blvd., Sugar Land, TX 77479, in the Riverstone residential development. The Board of Directors (the “*Board*”) of Riverstone Homeowners Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish these Rules for the property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by these Rules is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Riverstone Single Family Residential Areas, recorded under Clerk’s File No. 2024054325 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be annexed into Riverstone and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise specified in these Rules, the capitalized terms used in these Rules have the meanings set forth in the Declaration, which definitions are incorporated in these Rules for all purposes by this reference.

Pursuant to the authority in Article IV, Section B. of the Declaration, the Association has the right to establish Rules governing the use and enjoyment of the Common Area within the Properties, which Common Area includes the Courts.

The Board adopts these Rules, which run with the land and are binding on all Owners and Lots within the Properties. These Rules are effective upon the recording of same. After the effective date, these Rules replace any previously recorded or implemented rules or policies that address the subjects contained in these Rules.

III. RACQUET COURT RULES

A. Access to the Courts

1. The Courts are available for the exclusive use of Riverstone residents and their guests (collectively, "*Players*"). Guests must be accompanied by an Owner or lessee of a Lot in Riverstone at all times while using the Courts.
2. **Players under the age of 13 must be accompanied by at least 1 Owner or lessee of a Lot within Riverstone at all times while using the Courts.**
3. Reservations to use the Courts are recommended for purposes of securing a Court for a preferred date and time, but reservations are not required. Reservations can be made via the Riverstone mobile application.
4. Reservations are made on a first-come-first-served basis and may be made up to 7 days in advance of the reserved time slot. Players may reserve a Tennis Court for a maximum of 2 hours per week, and Players may reserve a Pickleball Court for a maximum of 2 hours per week. Notwithstanding the foregoing, Players may not reserve back-to-back times slots at the same Court.
5. No Player may reserve multiple Courts at a single time (including through the use of multiple email accounts, multiple resident family members, etc.). If multiple resident family members reserve Courts simultaneously, the family members must be present at and utilizing the separate Courts at the same time.
6. No Player may reserve a Court on behalf of any other individual, group, or organization, and no Player may assign the Player's reservation to any other individual, group, or organization.
7. In the event a Player desires to cancel a reservation made for a Court, the Player must cancel the reservation a minimum of 2 hours in advance of the start of the reserved time slot to allow other Players to reserve the Court. This requirement does not apply to cancellations made necessary by reason of inclement weather.
8. Players with reservations have priority to use the Courts during their reserved time slot. Notwithstanding the foregoing, the use of a Court without a reservation is allowed if the Court is vacant because either (i) no reservation has been made to use the Court at the given time, or (ii) a reservation has been made but the Players who reserved the Court have forfeited the reservation. A reservation will be deemed forfeited if the Court is not occupied within 15 minutes of the start of the reserved time slot. Players may use a vacant Court on a first-come-first-served basis. Provided, however, that Players using a Court without a reservation must exit the Court in the event Players with a reservation that has not been forfeited arrive during their allotted reservation time.

9. Courtesy should be used in sharing the Courts with other Players, and Players with a reservation must exit the Courts upon termination of their allotted reservation time, unless there are no other Players waiting to use the Courts.
10. Admission to the Courts is by access device only. Upon request by the Association (or its designees), residents of Riverstone must be able to provide proof of proper admission to the Courts by showing their access credential on the Riverstone mobile application or by showing their Riverstone amenity card. Access devices may not be loaned or shared. Players may not admit to the Courts any person who does not have an access device or who is not accompanied by an Owner or lessee of a Lot within Riverstone.
11. No more than 4 Players may utilize a Court at any one time. A resident of Riverstone may have up to 3 guests playing on a Court at one time.
12. The Court gates must be kept locked at all times when not in use. Players may not prop the gates open or jam the locks. Climbing over or under the gates is prohibited.
13. While waiting to use the Courts, Players must wait outside of the gated Court enclosure. No person is permitted to be inside the gated Court enclosure other than the Players and instructors playing tennis or pickleball, as applicable, at the Court.

B. Court Use

1. The Tennis Courts may only be used for playing tennis, and only customary tennis balls associated with the sport may be used on the Tennis Courts. Metal tennis rackets must have guards for protection of the Tennis Court surface.
2. The Pickleball Courts may only be used for playing pickleball, and only customary pickleballs associated with the sport may be used on the Pickleball Courts. It is recommended that Players use pickleball paddles and balls that are designed to create a lower sound level during play at the Pickleball Courts.
3. Generally accepted athletic attire, including shorts, shirts, and closed-toe athletic footwear, must be worn at all times while on the Courts. Players must wear shirts and shoes at all times while on the Courts. Bare feet are not permitted. Only flat-sole tennis shoes may be worn on the Courts. No black sole shoes, shoes with wheels, or shoes that will mark or damage the surface of the Courts are permitted.
4. Skateboards, bicycles, rollerblades, scooters, hoverboards, baseball equipment, tables, chairs, stools, furniture, baby strollers, playpens, and baby beds are not permitted on the Courts.
5. Glass containers, food, gum, alcohol, vaping, smoking, chewing tobacco, and illegal substances are not permitted on the Courts.
6. Animals are not permitted on the Courts, unless otherwise authorized by law.

7. Loud music, disorderly conduct, physical force, abusive or profane language, and threats are not permitted on the Courts.
8. Players must keep the Courts clean and in good repair at all times. Players must properly dispose of all litter in the trash receptacles located at the Courts. Players may not leave balls, cans, bottles, paper, or the like in the Court area.
9. Abuse of the nets or the Courts will not be tolerated. Damage to the nets or to the Courts caused by a Player is the responsibility of the Lot Owner associated with such Player.
10. The Association has or may contract with a third-party company for the provision of tennis or pickleball instruction and training for Players using the Courts. Players may schedule tennis or pickleball instruction or training via the Riverstone mobile application. Except as provided by the Association, no person or entity is permitted to use the Courts to train or provide tennis or pickleball instruction to Players, and Players may not utilize their own private instructors for training or instruction at the Courts.

C. Court Playing Time

1. Court usage is limited to posted Court hours, as set forth below:
 - a. Tennis Courts:

Tennis Courts 1 – 8	Monday – Sunday, 7:00 a.m. – 10:30 p.m.
Tennis Courts 9 – 10	Monday – Sunday, 7:00 a.m. – 10:00 p.m.
 - b. Pickleball Courts:

All Pickleball Courts	Monday – Sunday, 7:00 a.m. – 10:30 p.m.
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- The dates and times during which the Courts are available for use by Players are subject to change from time to time at the sole discretion of the Association.
2. The Association has the right to close the Courts for special events, including, but not limited to, tournaments, league play, lessons, clinics, and maintenance.

D. General

1. All Players utilize the Courts at their own risk. Players should take extra care when the Courts are wet to avoid injury. Players are fully responsible for personal items that are lost, stolen, or damaged while using the Courts. The Association is not responsible for any theft of or damage to any personal property brought into the Courts by a Player or for any personal injury sustained by a Player while the Player is present at or using the Courts. Owners or lessees of Lots within Riverstone are solely responsible for the safety and wellbeing of their guests who are using the Courts.

2. Players must conduct themselves in a manner consistent with tennis or pickleball etiquette at all times while using the Courts. Abuse of the Courts, unsportsmanlike conduct, or failure to comply with these Rules may result in expulsion from the Courts and the suspension of the right to use the Courts in the future. The Board may, in its sole discretion, expel a Player or suspend the right of a Player to use the Courts if the Player is deemed to be acting in a manner that does not comply with these Rules.
3. Damage to Association property, including the Courts, caused by a Player is the ultimate responsibility of the Owner associated with such Player.
4. Any questions related to these Rules and any damage to or problems with the Courts should be relayed or reported to the Association at the phone number or email address set forth on the Association's most recently recorded management certificate.

E. Indemnification

EACH PLAYER ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE COURTS, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, AND DEATH. EACH PLAYER ALSO ACKNOWLEDGES THAT USE OF THE COURTS IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE COURTS. EACH PLAYER ACKNOWLEDGES THAT HIS OR HER USE OF THE COURTS IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. EACH PLAYER MUST COMPLY (AND MUST CAUSE HIS OR HER GUESTS, INVITEES, OR LICENSEES TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING THE PLAYER'S (AND THE PLAYER'S GUESTS', INVITEES', AND LICENSEES') USE OF THE COURTS.

EACH PLAYER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY THE PLAYER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO THE PLAYER'S (OR THE PLAYER'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE COURTS. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, SUGAR LAND RANCH DEVELOPMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, HILLSBORO ESTATES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, HERRIN RANCH DEVELOPMENT II INC, A TEXAS CORPORATION, AND ANY OF THEIR RESPECTIVE MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). EACH PLAYER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT THE PLAYER

ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND EACH PLAYER FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE PLAYER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE COURTS.

EACH PLAYER ACKNOWLEDGES THAT IT IS THE PLAYER'S (AND THE PLAYER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE COURTS. EACH PLAYER REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT THE PLAYER AND ANY OF THE PLAYER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE COURTS AND TO ENGAGE IN PHYSICAL ACTIVITIES IN THE COURTS.

EACH PLAYER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY THE PLAYER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF THE PLAYER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO THE PLAYER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE COURTS (THE "CLAIMS"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

ON BEHALF OF THE PLAYER AND THE PLAYER'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, EACH PLAYER WAIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM ALL CLAIMS (AS DEFINED ABOVE), THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THESE RULES, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, IN EACH CASE ARISING OUT OF OR RELATING TO THE PLAYER'S PRESENCE IN OR NEAR THE COURTS AND THE PLAYER'S USE OF THE COURTS (COLLECTIVELY, THE "RELEASED CLAIMS"). SUCH WAIVER, RELEASE, ACQUITTAL, AND DISCHARGE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH ACTUAL OR ALLEGED NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. NO PLAYER MAY COMMENCE OR MAINTAIN ANY SUCH RELEASED CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, AND EACH PLAYER FOREVER RELEASES AND DISCHARGES THE INDEMNIFIED PARTIES FROM LIABILITY UNDER THE RELEASED CLAIMS.

[SIGNATURE PAGE FOLLOWS]



