



RIVERSTONE HOMEOWNERS ASSOCIATION, INC.
COMMUNITY FENCE NOTICE AND GUIDELINES

STATE OF TEXAS §
COUNTY OF FORT BEND §

I. PURPOSE

The purpose of this Community Fence Notice and Guidelines (these “*Guidelines*”) is to provide guidance regarding the maintenance of and responsibility for Community Fences (defined below) within the Riverstone residential development. The Board of Directors (the “*Board*”) of Riverstone Homeowners Association, Inc. (the “*Association*”) has determined that it is in the best interest of the Association to adopt these Guidelines regarding Community Fences within the Properties.

II. APPLICABILITY AND AUTHORITY

The property encumbered by these Guidelines is the 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 the Riverstone residential development and made subject to the authority of the Association.

Unless otherwise set forth in these Guidelines, the capitalized terms used in these Guidelines are defined in the same manner as set forth in the Declaration, which definitions are incorporated in these Guidelines for all purposes by this reference.

Pursuant to the Dedicatory Instruments governing the Properties, the Association is vested with the authority to adopt Rules regarding subject matter including, but not limited to, certain behavior or conduct within the Properties or the administration of the Properties.

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

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in these Guidelines will in no way affect any of the other covenants, conditions, restrictions, or provisions of these Guidelines, which remain in full force and effect.

III. COMMUNITY FENCE NOTICE AND GUIDELINES

A. **Definitions**

For purposes of these Guidelines, the following terms are defined as set forth below:

1. “*Adjacent Lot*” means each Lot adjacent to a Community Fence.
2. “*Community Fence*” means a fence serving as common fencing between a Lot line and Common Area or Area of Common Responsibility, the maintenance of which is the responsibility and obligation of the Association at the sole and absolute discretion of the Board, pursuant to Article VII, Section W. of the Declaration. Community Fences may be located on land adjacent to Lots, including within various Common Areas and Areas of Common Responsibility within the Properties. In some instances, a Community Fence may be located within the platted boundary of an Adjacent Lot. The Community Fences within the Properties are identified on Exhibit A, attached to and incorporated in these Guidelines for all purposes by this reference.
3. “*Community Fence Reserve Area*” means each portion of the Common Area or Area of Common Responsibility located within a fenced area of an Adjacent Lot.

B. **Community Fences in General**

1. Community Fence Ownership and Maintenance. Community Fences are not owned by Adjacent Lot Owners and may be owned by the Association or another entity. Community Fences located within reserve tracts owned by an entity other than the Association may be owned and maintained by such entity or the Association. Community Fences located within reserve tracts owned by the Association will be owned and maintained by the Association, with such maintenance to be at the Board’s sole discretion.
2. Community Fence Materials. Community Fences may be comprised of masonry materials, wood pickets, metal, wrought iron, or similar material. In the event of repair or replacement of a Community Fence, there is no requirement that the Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials will be determined at the discretion of the Riverstone Residential Architectural Review Committee.

C. **Community Fence and Community Fence Reserve Area: Owner Obligations**

1. Fence Attachment. Where applicable, Adjacent Lot Owners may abut (but not mechanically attach) their fencing to an adjacent Community Fence.
2. Community Fence Reserve Area. The Community Fence Reserve Area, if any, is made available by the Association or an entity owning such Community Fence Reserve Area for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners are not vested with title to the Community Fence Reserve Area.

Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Riverstone Residential Architectural Review Committee. Adjacent Lot Owners have the right to use their respective Community Fence Reserve Area subject to the following:

- (a) Adjacent Lot Owners may not attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.
- (b) Adjacent Lot Owners must maintain any landscaping located in the Community Fence Reserve Area, including trimming and spraying for insects.
- (c) Adjacent Lot Owners may not alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.
- (d) Adjacent Lot Owners may not place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.
- (e) Adjacent Lot Owners must maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Properties at all times.

D. Easement

Pursuant to Article IV, Section F. of the Declaration, the Association, including its directors, officers, agents, and employees, including any manager employed by the Association and any employees of such manager, retain a general right and easement to enter upon any Lot or any portion thereof in the performance of their respective duties without liability for trespass. Such easement includes, but is not limited to, an easement over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area as set forth in these Guidelines. The Association must give the Adjacent Lot Owners at least 24 hours written notice prior to exercising its easement. Notwithstanding anything contained in the Dedicatory Instruments to the contrary, written notice of the Association's intent to enter upon the Adjacent Lot is not required in the event of an emergency.

E. Community Fence Maintenance Limitations

1. Normal Wear and Tear. The Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such Community Fences. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the Community Fence owner, as applicable, at the Lot Owner's expense. The Board

has the sole discretion to determine what constitutes normal wear and tear.

2. Fences Not Identified as Community Fences. The Owner of each Lot is responsible for the proper maintenance of all fencing on the Owner's Lot not identified as Community Fences on Exhibit A, unless such fencing is later designated as a Community Fence by the Association by an amendment to these Guidelines recorded in the Official Public Records of Fort Bend County, Texas. In which case, the maintenance of the fence designated as a Community Fence will be the responsibility of the Association, as set forth in these Guidelines.

F. Release, Indemnity, and Limitation of Liability

In exercising its obligations set forth in these Guidelines, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of its obligations as set forth in these Guidelines, nor in any way is the Association or the Riverstone Residential Architectural Review Committee, or their agents, liable for any accounting or other claim for such action. Further, in exercising its obligations set forth in these Guidelines, the Association is not liable for any loss or damage to landscaping (soft or hardscape) that encroaches upon a Community Fence or any existing materials that are affixed to the Community Fence in violation of these Guidelines, including any Owner fencing that is connected to a Community Fence and any Owner decorations or other personal items.

ADJACENT LOT OWNERS AGREE TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, AND HOLD HARMLESS DECLARANT AND ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AGENTS, AND EMPLOYEES, INCLUDING ANY MANAGER EMPLOYED BY THE ASSOCIATION AND ANY EMPLOYEES OF SUCH MANAGER (THE "INDEMNIFIED PARTIES"), FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE PLACEMENT, CONSTRUCTION, DESIGN, REPAIR, MAINTENANCE, AND REPLACEMENT OF THE COMMUNITY FENCES AND THE COMMUNITY FENCE RESERVE AREAS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Riverstone Homeowners Association, Inc., the foregoing Community Fence Notice and Guidelines was approved on the 14th day of November, 2024, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 14th day of November, 2024.

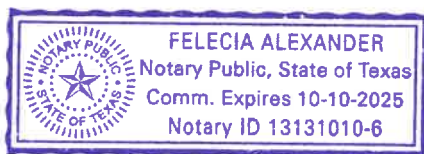
Riverstone Homeowners Association, Inc.,
a Texas nonprofit corporation

By: *F.W. Reichert III*
Print Name: F.W. Reichert III
Title: President

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared FW Reichert, the President of Riverstone Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 14th day of November, 2024.



Felecia Alexander
Notary Public – State of Texas

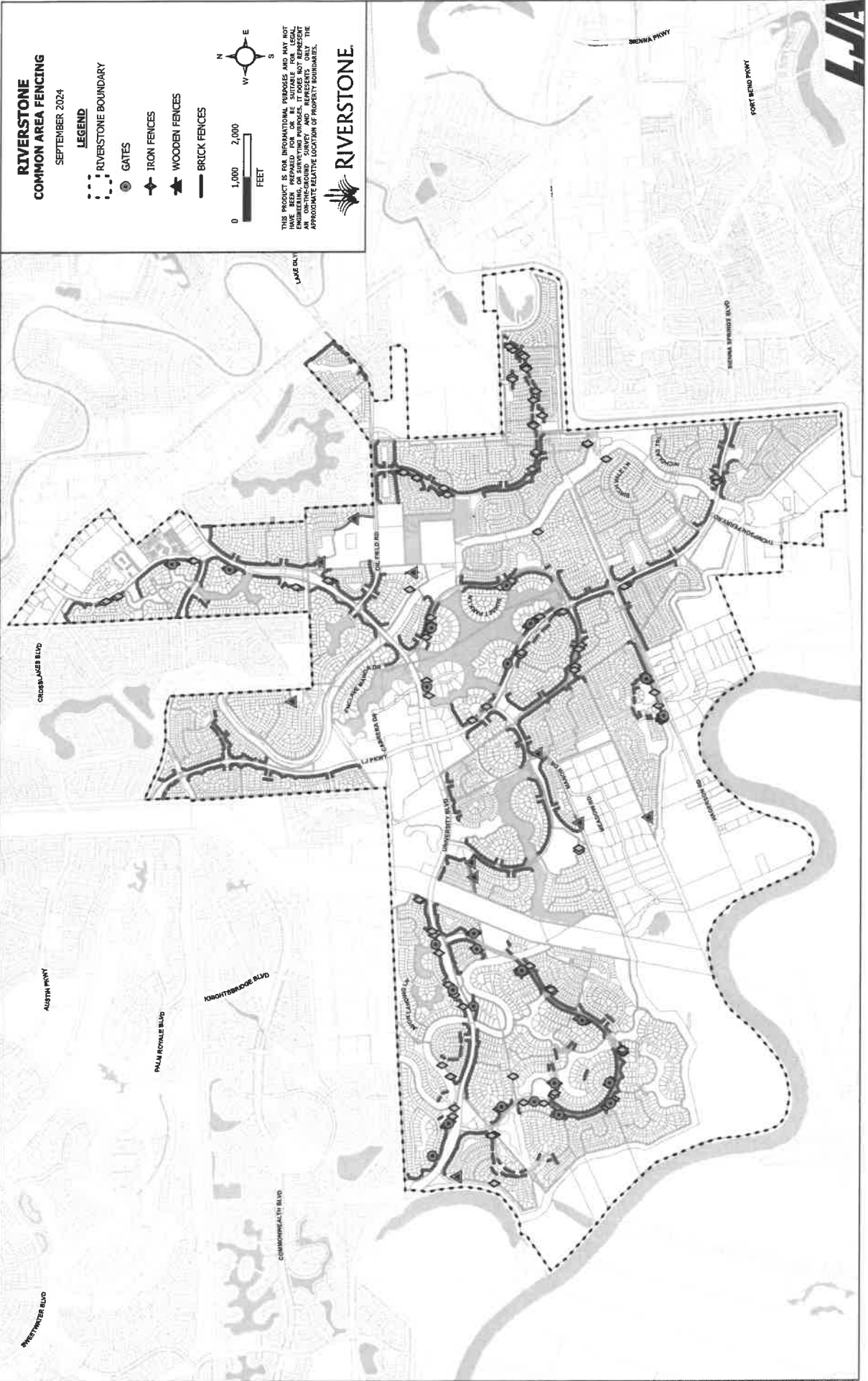
After Recording, Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

EXHIBIT A

[Community Fence locations follow.]



Exhibit A



RETURNED AT COUNTER TO:

Ryan Evans

18353 University Blvd

Sugar Land, TX. 77479

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

November 18, 2024 04:49:36 PM

FEE: \$39.00 PL

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