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SIENNA

THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA

(SIENNA PROPERTY OWNERS ASSOCIATION)

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THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA (SIENNA PROPERTY OWNERS ASSOCIATION)

This Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna (Sienna Property Owners Association) (this "***Declaration***") is made by Sienna/Johnson Development, L.P., a Texas limited partnership ("***Declarant***").

RECITALS:

The Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Property Owners Association, Inc.) was filed under Clerk's File No. 9670899 in the Official Public Records of Fort Bend County, Texas (the "***Original Declaration***").

The Original Declaration was amended and restated in its entirety by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna (Sienna Property Owners Association), filed under Clerk's File No. 2021210038 and refiled under Clerk's File No. 2022016010 in the Official Public Records of Fort Bend County, Texas (the "***First Amended and Restated Declaration***").

The First Amended and Restated Declaration was amended and restated in its entirety by that certain Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna (Sienna Property Owners Association), filed under Clerk's File No. 2025024536 in the Official Public Records of Fort Bend County, Texas (the "***Second Amended and Restated Declaration***").

Tract A Developer, Tract B Developer, and Tract C Developer (as hereinafter defined) own or owned portions of the approximately 7,300 acres of land in the Thomas Barnett Survey, Abstract No. 7, the David Fitzgerald Survey, Abstract No. 25, and the William Hall Survey, Abstract No. 31 in Fort Bend County, Texas, which land is more particularly described by metes and bounds on **Exhibit A**, **Exhibit B**, and **Exhibit C**, attached to and incorporated in this Declaration for all purposes by this reference (such tracts of land being referred to herein collectively as the "***Sienna Plantation Property***" or the "***Sienna Property***").

Tract A Developer platted a portion of its property in the Sienna Property as Sienna Steepbank Village, Section One, according to the plat thereof filed under Slide Nos. 1522/A, 1523/A, and 1523/B and recorded in the Map Records of Fort Bend County, Texas; and Tract C Developer platted a portion of its property in the Sienna Property as Sienna Point, Section One, according to the plat thereof filed under Slide Nos. 1528/B, 1529/A, 1529/B, 1530/A, and 1530/B and recorded in the Map Records of Fort Bend County, Texas (such platted portions of the Sienna Property being hereinafter referred to as the "***Initial Subdivisions***"), which Initial Subdivisions were originally encumbered by the Original Declaration.

The Initial Subdivisions, collectively with any other real property that has been or may be encumbered by this Declaration and made subject to the jurisdiction of Sienna Plantation Property Owners Association, Inc. sometimes doing business as Sienna Property Owners Association (the "***Association***"), are collectively referred to in this Declaration as the "***Properties***" or "***Sienna***".

Declarant desires (i) to provide and adopt a general plan of development for the benefit of all Owners within the Properties, (ii) to provide a flexible and reasonable procedure for the overall development of the Properties, and (iii) to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Properties.

Pursuant to Article XI, Section 5 of the Second Amended and Restated Declaration, the Second Amended and Restated Declaration may be amended unilaterally at any time and from time to time by Declarant for any purpose, provided that the amendment has no material adverse effect upon any right of any Owner or the Owner or Owners so affected have consented to the amendment.

Pursuant to the authority set forth in the Second Amended and Restated Declaration, the Declarant desires to amend and restate the Second Amended and Restated Declaration and to replace the Second Amended and Restated Declaration in its entirety with this Declaration.

DECLARATION:

Pursuant to the authority provided in the Second Amended and Restated Declaration, Declarant hereby amends and restates the Second Amended and Restated Declaration and replaces it in its entirety with this Declaration. The Properties are subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, this Declaration. The Properties are subject to the jurisdiction of the Association and shall be developed, improved, sold, used, transferred, conveyed, occupied, enjoyed, and mortgaged or otherwise encumbered in accordance with and subject to the following plan of development, including the applicable Assessments, covenants, conditions, restrictions, easements, reservations, restrictions, and liens hereinafter set forth, which shall run with the title to the real property subject to this Declaration, shall be binding on all persons having any right, title, or interest in all or any portion of such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

The Properties are subject to this Declaration, which may be amended or supplemented from time to time. Additionally, the Properties are subject to the Dedicatory Instruments. If any conflict exists between any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision will control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

The provisions of the Second Amended and Restated Declaration (including **Exhibits A**, **B**, **C**, and **D**) that are not being amended by this Declaration are being restated herein for ease of reference and the purpose of completeness. The lien created in the Original Declaration is not disturbed by this Declaration and shall continue to be in full force and effect from the date the Original Declaration was recorded.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "***Architectural Review Committees***" shall mean and refer collectively to the Sienna ARC, the Residential ARCs, and the Commercial ARC, if created.

SECTION 2. "***Area of Common Responsibility***" shall mean the Common Area, together with those areas, if any, which, by the provisions of this Declaration or by contract or agreement, become the responsibility of the Association. The Area of Common Responsibility includes, without limitation, the right of way of Sienna Parkway from Texas State Highway 6 to the Sienna Property and the right of way of the proposed extension of Sienna Parkway through the Sienna Property.

SECTION 3. "***Articles of Incorporation***" shall mean the Articles of Incorporation of the Sienna Plantation Property Owners Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 4. "***Assessments***" shall mean the assessments levied by the Association pursuant to this Declaration, a Supplemental Declaration, or another Dedicatory Instrument, and/or any other charges, amounts, or sums due by any Owner to the Association pursuant to the provisions of this Declaration, a Supplemental Declaration, or another Dedicatory Instrument.

SECTION 5. "***Association***" shall mean and refer to Sienna Plantation Property Owners Association, Inc., a nonprofit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors, assigns, or replacements which has jurisdiction over all Properties encumbered under this Declaration. Per that Assumed Name Certificate recorded under Clerk's File Number 201906328 in the Official Public Records of Fort Bend County, Texas, as same may be renewed from time to time, the Sienna Plantation Property Owners Association, Inc. sometimes does business as Sienna Property Owners Association. No more than one such nonprofit corporation having jurisdiction over all Properties shall be in existence at any one time. Notwithstanding the foregoing, nothing contained herein shall prohibit the existence of the Sienna Plantation Residential Association, Inc., the Sienna Plantation Community Association, Inc., the Sienna Point Homeowners Association, Inc., the Sienna Plantation Community Services Foundation, Inc., the Sienna Plantation Business Association, Inc., or any other Homeowners Association or Condominium Association formed pursuant to the terms of this Declaration.

SECTION 6. "***Association Expenses***" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the Supplemental Declarations, and the Association's Bylaws and Articles of Incorporation.

SECTION 7. "***Board of Directors***" or "***Board***" shall mean the governing body of the Association.

SECTION 8. "***Builder Guidelines***" shall mean and refer to certain standards and requirements for the construction of improvements in the Properties which must be complied with by an Owner of property within the jurisdiction of the Association in order to obtain approval by the applicable Architectural Review Committee of the plans and specifications for proposed improvements. The Builder Guidelines applicable to the Lots (other than Rural Estate Lots as defined in the hereinafter mentioned Sienna Plantation Joint Development Agreement), to the Tracts, and to Rural Estate Lots are attached as Exhibit E-2, Exhibit E-3, and Exhibit E-4, respectively, to that certain

Sienna Plantation Joint Development Agreement dated February 19, 1996 between the City of Missouri City, Texas and Declarant and may be amended only with the consent or approval of such City. Copies of the Builder Guidelines and any amendments thereto hereafter approved shall be provided by the Association to Owners, their architects, engineers, and designers upon request for a reasonable charge established by the Board from time to time.

SECTION 9. "***Bylaws***" shall mean the First Amended and Restated Bylaws of the Association, as same may be amended from time to time.

SECTION 10. "***Class B Control Period***" shall mean the period during which there is a Class B membership in the Association and during which the Class B Member is entitled to appoint the members of the Board of Directors and disapprove any action, policy, or program of the Association, the Board, or any committee which, in the sole judgment of the Class B Member, would tend to impair rights of the Developers or builders under this Declaration or interfere with the development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

SECTION 11. "***Commercial ARC***" shall mean and refer to the committee which may be created by the Sienna ARC to perform the duties and responsibilities hereinafter set forth with respect to all Tracts within the jurisdiction of the Association unless the Sienna ARC elects to perform such duties.

SECTION 12. "***Commercial Landscaping Guidelines***" shall mean a written document adopted by the Sienna ARC establishing comprehensive landscape design, installation and maintenance criteria for the landscaping of the Tracts within the jurisdiction of the Association which must be complied with by the Owner of each Tract.

SECTION 13. "***Common Area***" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants.

SECTION 14. "***Common Landscaped Areas***" shall mean those portions of Sienna over which a landscape easement has been granted to and accepted by the Association as well as such other property within Sienna or in the vicinity of Sienna which is included by the Association's Board of Directors from time to time in the Association's landscaping plan.

SECTION 15. "***Community Wide Standard***" shall mean the standard of development, improvements, use, conduct, architecture, maintenance, or aesthetic matters generally prevailing throughout the Properties. Such standard may but are not required to be set out in the Dedicatory Instruments and Board resolutions. The Community Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matter subject to the discretion of the Board or the applicable Architectural Review Committee. Subjective elements of the Community Wide Standard initially are determined by the Declarant and shall provide the basis for the objective elements. Objective elements of the Community Wide Standard shall be established initially by the Declarant and may be more specifically defined by the Board. The Community Wide Standard may evolve as development progresses and Sienna matures and as needs and demands change in response to, among other things, shifting demographics, advances in technology, and environmental pressures.

SECTION 16. "*Condominium ARC*" shall mean and refer to a committee created by a Condominium Declaration or by another dedicatory instrument (as defined in the Texas Property Code) encumbering a Condominium Regime to perform the duties and responsibilities hereinafter set forth for a Condominium Regime established upon a Tract within the Properties. In the event no Condominium ARC has been established for a Condominium Regime, the entity charged with architectural control over the Condominium Regime, as set forth in the applicable Condominium Declaration and other applicable dedicatory instruments, will be considered the Condominium ARC. Such entity may include the developer of the Condominium Regime or the Condominium Association, acting through its board of directors.

SECTION 17. "*Condominium Association*" shall mean a nonprofit corporation or similar entity with jurisdiction over a Condominium Regime established upon a Condominium Tract within the Properties and formed by the Owner of said Condominium Tract for the purpose of administering the provisions of a Condominium Declaration encumbering such Condominium Regime.

SECTION 18. "*Condominium Declaration*" shall mean the restrictive covenants instrument which creates a Condominium Regime upon a Condominium Tract within the Properties in accordance with the Texas Uniform Condominium Act and which is imposed on the Condominium Regime by the Owner of the Condominium Tract and is administered by the Condominium Association with jurisdiction over such Condominium Regime.

SECTION 19. "*Condominium Regime*" shall mean a form of real property ownership that combines separate ownership of individual Condominium Units with common ownership of other elements, as created by the terms of the Texas Uniform Condominium Act, any Condominium Declaration, any other dedicatory instruments (as defined in the Texas Property Code) applicable to a Condominium Regime, and any amendments to the foregoing. When used in this Declaration, the term includes all Condominium Units within an established Condominium Regime.

SECTION 20. "*Condominium Tract*" means a Tract on which a Condominium Regime has been established. A Condominium Tract is considered a "Tract", as defined in this Declaration, and is subject to all of the provisions in this Declaration pertaining to Tracts.

SECTION 21. "*Condominium Unit*" shall mean an individual unit, including any common element assigned thereto, within a permitted Condominium Regime established within the Properties, if any, which Condominium Unit will be described in detail in the applicable Condominium Declaration. A Condominium Unit is not considered a "Tract" or a "Lot", as defined in this Declaration.

SECTION 22. "*Declarant*" shall mean and refer to Sienna/Johnson Development, L.P., a Texas limited partnership, its successors and assigns, provided that any such assign is designated in an instrument filed of record in the real property records of Fort Bend County, Texas as the Declarant by the Declarant hereunder at such time. The Declarant is granted the right during the Class B Control Period pursuant to certain provisions of this Declaration, the Articles of Incorporation, and the

Bylaws, to appoint the members of the Board and to disapprove certain actions, policies, and programs of the Board and its committees.

SECTION 23. "***Declaration***" shall mean this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna (Sienna Property Owners Association), as it may hereafter be amended.

SECTION 24. "***Dedicatory Instrument***" shall mean each governing instrument covering the establishment, maintenance, and operation of Sienna. The term includes this Declaration, any Declaration of Annexation or Supplemental Declaration to this Declaration, any instrument (including the Builder Guidelines, Commercial Landscape Guidelines, or Design Guidelines) subjecting Sienna to covenants, conditions, restrictions, or Assessments, any Articles of Incorporation, Bylaws, or other instruments governing the administration or operation of the Association, all properly adopted policies, rules, and regulations of the Association, and any lawful amendments or modifications to the Dedicatory Instruments.

SECTION 25. "***Design Guidelines***" shall mean general guidelines, standards, and requirements for the construction of improvements in the Properties which are adopted by the Sienna ARC in addition to the Builder Guidelines and which must be complied with by an Owner in order to obtain approval by the applicable Architectural Review Committee of the plans and specifications for proposed improvements as required by Article VI hereof.

SECTION 26. "***Developers***" shall refer collectively to the Tract A Developer, the Tract B Developer, the Tract C Developer, the Tract D Developer, the Tract E Developer, the Tract F Developer, and the Tract G Developer. The term "Developer" shall refer to one of the named entities to whom the particular provision applies.

SECTION 27. "***Exempt Property***" shall have the meaning set forth in Section 9 of Article III hereof.

SECTION 28. "***Grantee***" shall mean a Person acquiring title to a Lot, Tract, or Condominium Unit within the Properties.

SECTION 29. "***Homeowners Association***" shall mean a nonprofit corporation or similar entity with jurisdiction over one or more platted subdivisions of Lots within the Properties created by the Developer thereof for the purpose of administering the provisions of a Residential Declaration encumbering such subdivision or subdivisions.

SECTION 30. "***Landscape Setback***" shall mean the area of a Tract between the curb of a Street and the applicable building set-back line for such Tract.

SECTION 31. "***Lot***" shall mean and refer to any platted portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or upon which it is intended that a Single Family Residence be constructed, excluding all Tracts and Condominium Units, but including Lots created by the platting or replatting of a Tract.

SECTION 32. "***Lots***" shall mean and refer to each Lot and all of them.

SECTION 33. "*Member*" shall mean and refer to every Person entitled to membership in the Association, as provided herein.

SECTION 34. "*Missouri City Construction Standards*" shall have the meaning set forth in Section 9 of Article VI hereof.

SECTION 35. "*Mortgage*" shall mean and refer to a deed of trust, mortgage, or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot, Tract, or Condominium Unit.

SECTION 36. "*Mortgagee*" shall mean a beneficiary or holder of a Mortgage.

SECTION 37. "*Occupant*" shall mean any Person other than an Owner occupying any portion of the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 38. "*Owner*" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any portion of the Properties, including (i) the Owner of any Lot within the Properties, (ii) the Owner of any Condominium Unit created within an established Condominium Regime in the Properties, if any, and (iii) contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 39. "*Person*" shall mean any natural person, corporation, joint venture, partnership, association, trust, or other legal entity.

SECTION 40. "*Property*", "*Properties*", or "*Sienna*" shall mean and refer to (i) the Initial Subdivisions, (ii) such other portions of the Sienna Property that have been or may be annexed into the Properties and made subject to the jurisdiction of the Association by a Developer in accordance with Section 1 of Article IX hereof, and (iii) such other property as has been or may be annexed into the Property and made subject to the jurisdiction of the Association in accordance with Section 2 of Article IX hereof.

SECTION 41. "*Residence*" shall mean and refer to a structure constructed within the Properties intended for use and occupancy by a single family whether attached or detached, including, without limitation, apartment units, residential condominium units, and Single Family Residences.

SECTION 42. "*Residential ARC*" shall mean and refer to a committee created by a Residential Declaration to perform the duties and responsibilities hereinafter set forth for one or more platted subdivisions of Lots.

SECTION 43. "*Residential Declaration*" shall mean a restrictive covenants instrument which is imposed on one or more platted subdivisions of Lots by the Developer of such subdivision or subdivisions and which is administered by the Homeowners Association with jurisdiction over such Lots.

SECTION 44. "*Sienna ARC*" shall mean and refer to the committee created to perform the duties and responsibilities set forth in Article VI hereof.

SECTION 45. "***Sienna Plantation Property***" or "***Sienna Property***" shall mean and refer to the real property described on **Exhibit A**, **Exhibit B**, and **Exhibit C** attached hereto, and any other property adjacent to or in the vicinity of such tracts of land which are acquired by a Developer.

SECTION 46. "***Single Family Residence***" shall mean and refer to a Residence constructed on a single Lot, and shall include Residences on Lots that comprise a single-family residential build-to-rent community.

SECTION 47. "***Street***" shall refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare, whether public or private.

SECTION 48. "***Supplemental Declaration***" shall refer to a separate declaration of covenants, conditions, and restrictions which is imposed on a portion of the Properties and which (i) may be enforced by the Association, and (ii) may subject the portion of the Properties encumbered by the Supplemental Declaration to additional or more restrictive restrictions, Assessments, or obligations.

SECTION 49. "***Tract***" shall mean and refer to all tracts of land within the Properties other than the Lots and the Condominium Units.

SECTION 50. "***Tract A Developer***", previously known as AFG Johnson Development, L.L.C., a Texas limited liability company, its successors and assigns, shall mean and refer to Sienna/Johnson Development GP, L.L.C., a Texas limited liability company its successors and assigns.

SECTION 51. "***Tract B Developer***" shall mean and refer to AFG Pacific Properties, Inc., a Texas corporation, its successors and assigns.

SECTION 52. "***Tract C Developer***" shall mean and refer to Thompson Lake Partners, Ltd., a Texas limited partnership, its successors and assigns.

SECTION 53. "***Tract D Developer***" previously known as AFG/Johnson Cathay, L.L.C., a Texas limited liability company, its successors and assigns, shall mean and refer to Sienna/Johnson Cathay GP, L.L.C., a Texas limited liability company, general partner of Sienna/Johnson Cathay, L.P., a Texas limited partnership, including their successors and assigns.

SECTION 54. "***Tract E Developer***" previously known as AFG/Johnson North, L.L.C., a Texas limited liability company, its successors and assigns, shall mean and refer to Sienna/Johnson North GP, L.L.C., a Texas limited liability company, general partner of Sienna/Johnson North, L.P. a Texas limited partnership, including their successors and assigns.

SECTION 55. "***Tract F Developer***" shall mean and refer to Brushy Lake, L.P., a Texas limited partnership, its successors and assigns.

SECTION 56. "***Tract G Developer***" shall mean and refer to Sienna 93, L.P., a Texas limited partnership, its successors and assigns.

ARTICLE II
SIENNA PROPERTY OWNERS ASSOCIATION

SECTION 1. ORGANIZATION

The Association has been organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, and the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association.

SECTION 2. MEMBERSHIP

The Association shall have two (2) classes of membership, Class A and Class B, as follows:

(a) Class A. Class A Members shall be the Owners of Tracts, the Homeowners Associations, and the Representative (as hereinafter defined), if any. The Owners of Lots shall not be Members of the Association and shall be represented in the Association by the Homeowners Association with jurisdiction over their respective Lots, it being intended that each Lot within the Properties shall be within the jurisdiction of a Homeowners Association. However, in the event any Lots are not within the jurisdiction of a Homeowners Association, the Owners of such Lots not within the jurisdiction of a Homeowners Association shall elect, by majority vote on the basis of one vote per Lot, one Person (the "***Representative***") from the Owners of such Lots to represent such Owners and be a Member of the Association. The term "Representative" also includes any Condominium Association having jurisdiction over a Condominium Regime established on a Condominium Tract within the Properties. The Owners of Condominium Units shall not be Members of the Association and shall be represented in the Association by the Condominium Association having jurisdiction over their Condominium Regime, such Condominium Association acting in the capacity as the Condominium Regime's Representative.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall not vote in its capacity as a Member, but shall have the right during the Class B Control Period to appoint the members of the Board of Directors as well as the right to disapprove certain actions proposed by the Board and its committees, as specified in the relevant sections of this Declaration, the Articles of Incorporation, and the Bylaws. The Class B Membership shall cease upon the earlier of the following:

(i) when 100% of the Lots and Tracts in the Properties have been conveyed by the Developers to unaffiliated third parties; or

(ii) on such earlier date that the Class B Member, in its sole discretion, so determines and records an instrument to such effect in the real property records of Fort Bend County, Texas.

Upon the occurrence of the earlier of (i) or (ii) above, elections shall be held no more than 180 days after one of the events set out above to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Articles of Incorporation and the Bylaws of the Association. In the event Class B membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in a Developer owning any Lots or Tracts in the Properties, Declarant's Class B Membership shall be restored until it again terminates as specified above. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any Person(s).

SECTION 3. VOTING

On matters of Association business which the Association's Board of Directors determines shall be or which applicable law requires to be submitted to and voted upon by the Members of the Association, the Members of the Association are entitled to cast votes as follows:

(a) Tract Owners. Each Class A Member who is the Owner of a Tract (that is not a Condominium Tract), except an Owner of Exempt Property, shall be entitled to cast the number of votes equal to the quotient obtained by dividing the gross area in square feet of the Owner's Tract by 10,000 and rounding up such result to the nearest whole number. In no event may the existence of any improvement on a Tract impact the number of votes to which the Class A Member owning the Tract is entitled. In the event the Owner of a Tract constitutes more than one Person, such Persons shall determine among themselves how the vote(s) for such Tract shall be cast, but (i) all votes allocated to a Tract must be cast in the same manner, and (ii) in no event shall the number of votes cast for any Tract exceed the number of votes attributable to such Tract as determined in accordance herewith.

(b) Homeowners Associations. Each Homeowners Association shall be entitled to cast one (1) vote for each Lot in the Properties within the jurisdiction of such Homeowners Association. In the event there are Lots not within the jurisdiction of a Homeowners Association, the Representative elected by the Owners of such Lots pursuant to Section 2(a) above shall have one (1) vote for each Lot the Representative represents. All votes must be cast in the same manner; no partial or split votes may be cast. No vote may be cast by any individual Lot Owner and no Lot Owner is a "Member" of the Association. Any action taken pursuant to this section by a Homeowners Association may be evidenced by the action of the president or other designated officer of such Homeowners Association.

(c) Condominium Associations. Each Condominium Association, acting as the Representative for the Condominium Regime over which it has jurisdiction, shall be entitled to cast the total number of votes allocated to the Condominium Regime over which it has jurisdiction. The total number of votes allocated to a Condominium Regime is equal to the quotient obtained by dividing the gross area in square feet of the applicable Condominium Tract by 10,000 and rounding up such result to the nearest whole number. In no event may the existence of any improvement on a Condominium Tract impact the number of votes allocated to a Condominium Regime. All votes allocated to the Condominium Regime will be cast by the Condominium Association acting in the capacity as the Representative for the Condominium Regime. All votes must be cast in the same manner; no partial or split votes may be cast. No vote may be cast by any individual Condominium Unit Owner and no Condominium Unit Owner is a "Member" of the Association. Any action taken pursuant to this section by a Condominium Association (acting as the Representative for a Condominium Regime) may be evidenced by the action of the president or other designated officer of such Condominium Association.

Written notice of the purpose, time, and place of any meeting of the Members of the Association shall be given to all Members entitled to vote at such meeting, not less than ten (10) days or more than sixty (60) days in advance of such meeting. At any meeting of the Members of the Association, the presence of Members and/or their proxies entitled to cast more than fifty percent (50%) of all the votes entitled to be cast at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the aforesaid notice requirement, but the required quorum for such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting provided, however such subsequent meeting must be held within sixty (60) days following the preceding meeting. Votes may be cast by duly authorized proxy.

SECTION 4. AMENDMENTS TO PLANNED DEVELOPMENT DISTRICT ORDINANCES

As authorized by the zoning ordinance of the City of Missouri City, Texas (the "***City***"), one or more planned development districts (each a "***PD District***") have been created within property which is now a portion of, or it is anticipated will be a portion of, the Properties. It is anticipated that, from time to time, the Declarant or a Developer may request that the City amend the ordinance creating a PD District in certain respects and that any such amendment may require the consent or approval of all Owners of the property within the applicable PD District. Each Owner hereby appoints, and each Person who hereafter subsequently becomes the Owner of a Lot, Tract, or Condominium Unit by acceptance of a deed to any Lot, Tract, or Condominium Unit in the Properties, whether or not it shall be so expressed in such deed, shall be deemed to have appointed the Association as such Owner's true and lawful attorney-in-fact in such Owner's name and behalf to sign, swear under oath, and acknowledge any consent, approval, or other instrument required in connection with the amendment of a PD District ordinance by the City. The foregoing power of attorney shall be irrevocable and coupled with an interest, and shall survive the transfer by an Owner of a Lot, Tract, or Condominium Unit or the dissolution, death, or bankruptcy of an Owner.

SECTION 5. CONDOMINIUM REGIMES

Declarant, in its sole discretion, is authorized to establish one or more Condominium Regimes within the Properties and to terminate any Condominium Regime previously established by Declarant within the Properties.

In addition, a Tract Owner may create a Condominium Regime upon the Owner's Tract and may terminate any existing Condominium Regime established on the Owner's Tract, provided, however, that the establishment or termination of a Condominium Regime by a Tract Owner is subject to the prior written approval of (i) the Declarant, for so long as the Class B Control Period exists, or (ii) the Association, after the termination of the Class B Control Period. Furthermore, no dedicatory instrument applicable to a Condominium Regime may be promulgated or amended until and unless such dedicatory amendment has received the prior written approval of (i) Declarant, for so long as the Class B Control Period Exists, or (ii) the Association, after the termination of the

Class B Control Period. No Condominium Regime is permitted within the Properties and no dedicatory instrument applicable to a Condominium Regime may be promulgated or amended until and unless such Condominium Regime or dedicatory instrument has received prior written approval from Declarant or the Association, as provided in this Declaration.

Once created, a Condominium Regime may not be terminated unless and until the dedicatory instruments applicable to the Condominium Regime (i) provide for the singular payment of the Assessments levied on the Tract on which the Condominium Regime was terminated by the Owner or Owners of said Tract, acting jointly, and (ii) provide for the singular casting of votes attributed to the Tract on which the Condominium Regime was terminated by the Owner or Owners of said Tract, acting jointly.

Condominium Unit Owners are considered "Owners", as defined in this Declaration, and are subject to all of the rights and obligations of Owners set forth in this Declaration and in the Dedicatory Instruments. Notwithstanding the foregoing, no Condominium Unit Owner is a Member of the Association. The Condominium Association having jurisdiction over the Condominium Unit Owner will serve as the Representative for the Condominium Unit Owner and is a Member of the Association.

ARTICLE III
COVENANT FOR ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS

The Assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and are for the common benefit of the Owners and Occupants of the Properties. Such purposes include, but are not limited to, the maintenance, repair, and replacement of recreational facilities and all landscaping and other floral structures and improvements, including Streets, medians, street lights, entry features and signage, entry gates and gatehouses situated upon the Common Area and additional property within the Area of Common Responsibility, as well as mosquito control, garbage and refuse collection, recreational programs, and other services, facilities, and activities specified in this Declaration or in the Articles of Incorporation. The judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith.

SECTION 2. TYPES OF ASSESSMENTS

Each Owner, by acceptance of a deed to any land in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following: General Assessments, Special Assessments, and Specific Assessments, to be established and collected as hereinafter provided in this Section 2 of this Article.

a. General Assessments. At least sixty (60) days before the beginning of each calendar or fiscal year, the Board shall prepare a budget of the estimated Association Expenses for the coming year, including contributions to be made to any reserve fund created pursuant to the further provisions hereof. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Assessments levied against the Lots, Tracts, and Condominium Units, and the amount to be generated through the levy of General Assessments and Special Assessments against the Lots, Tracts, and Condominium Units, as authorized by this Section 2.

The Association is hereby authorized to levy annual General Assessments against all Lots, Tracts, and Condominium Units in the Properties in accordance with the formula set forth on **Exhibit D** attached hereto. In determining the General Assessment rate, the Board may consider any Assessment income expected to be generated from any additional Lots, Tracts, and Condominium Units reasonably anticipated to become subject to Assessment during the fiscal year.

The Board shall send a copy of the final budget, together with notice of the amount of the General Assessments to be levied pursuant to such budget, to each Member at least thirty (30) days prior to the effective date of such budget.

If the Board fails for any reason to determine the budget for any year, then, until such time as a budget is adopted, the budget in effect for the immediately preceding year, increased by five percent (5%), shall be the budget for the current year, until a new budget is determined. The Board may revise the budget and adjust the General Assessments from time to time during the year, subject to the notice requirements as set forth above.

The Board may establish a reserve fund in such amount as it determines to be necessary and may prepare from time to time a reserve budget for the Area of Common Responsibility which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the budget for Association Expenses a capital contribution to fund such reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

(b) Special Assessments. In addition to other authorized Assessments, the Board may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment shall be levied against all Owners in accordance with the formula for determining the rate of Assessment against such Lot, Tract, or Condominium Unit pursuant to paragraph (a) above. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(c) Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot, Tract, or Condominium Unit, which Specific Assessments may be levied for the following purposes:

(i) to cover the costs, including overhead and administrative costs, of providing services to Lots, Tracts, or Condominium Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(ii) to cover costs incurred in bringing a Lot, Tract, or Condominium Unit into compliance with the Dedicatory Instruments or the Missouri City Construction Standards, or to cover costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, Tract, or Condominium Unit, their agents, contractors, employees, licensees, invitees, or guests.

In the event the Association levies a Specific Assessment on a Condominium Unit, the Condominium Association having jurisdiction over the Condominium Unit shall be jointly and severally obligated with the Owner of Condominium Unit for the Specific Assessment levied against the Condominium Unit, and the Condominium Association having jurisdiction over the Condominium Unit will remit payment of the Specific Assessment to the Association on behalf of the Condominium Unit Owner. The obligation of the Condominium Association for collection and payment of Specific Assessments charged to Condominium Unit Owners subject to the jurisdiction of the Condominium Association is enforceable by the Association, and the Association may bring suit against a Condominium Association to collect delinquent Specific Assessments, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against the Condominium Unit Owner to collect delinquent Specific Assessments.

SECTION 3. AUTHORITY TO ASSESS OWNERS; TIME OF PAYMENT

The Declarant and the Developers hereby establish, and the Association is hereby authorized to levy, Assessments as provided for in this Article III. The obligation to pay Assessments shall commence as to each Lot and Tract in the Properties on the first day of the month following the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first General Assessment levied shall be adjusted according to the number of months remaining in the fiscal year at the time the General Assessment commences on the Lot or Tract.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of Assessments upon the transfer to title to a Lot or Tract and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, Assessments may be paid in two or more installments. Unless the Board otherwise determines, General Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot, Tract, or Condominium Unit, the Board, after notice to the Owner and an opportunity for the Owner to cure the delinquency, may require the outstanding balance on all Assessments to be paid in full immediately.

SECTION 4. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on each Lot, Tract, and Condominium Unit in the Properties and shall be secured by a continuing lien in favor of the Association upon the Lot, Tract, or Condominium Unit against which each Assessment is levied. Notwithstanding anything contained in a Residential Declaration or a Condominium Declaration to the contrary, the Assessment lien created in favor of the Association upon each Lot, Tract, and Condominium Unit in the Properties is superior to any lien for assessments created in favor of a Homeowners Association or a Condominium Association created and operating pursuant to the provisions of this Declaration.

Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot, Tract, or Condominium Unit at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot, Tract, or Condominium Unit, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the Lot, Tract, or Condominium Unit against which the Assessment is levied as hereinafter provided in this Section.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the Lot, Tract, or Condominium Unit owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot, Tract, or Condominium Unit against which Assessments may be levied. In that regard, each Person who at any time owned any Lot, Tract, or Condominium Unit in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee simple title to the Lot, Tract, or Condominium Unit previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such Lot, Tract, or Condominium Unit was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning a Lot, Tract, or Condominium Unit against which Assessments may be levied shall have the obligation to notify the Association of any change in address, and notice of any such change shall become effective five (5) days after written notice thereof has been received by the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association did mail or deliver such notice to the most recent address of the Person according to the records of the Association.

SECTION 5. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Fort Bend County, Texas. Sale or transfer of any property subject to this Declaration shall not affect the lien created by the Original Declaration. However, the sale or transfer of any property pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the lien thereof. All Persons acquiring liens or encumbrances on any property subject to this Declaration, after the Original Declaration was recorded in the real property records of Fort Bend County, Texas, shall be deemed to consent that such liens or encumbrances shall be inferior to the lien securing Assessments becoming due after foreclosure or conveyance in lieu thereof as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 6. HOMEOWNERS ASSOCIATIONS' OBLIGATIONS TO PAY ASSESSMENTS

Notwithstanding anything contained in this Declaration to the contrary, each Homeowners Association shall be jointly and severally obligated with the Owners of Lots within its jurisdiction for all General Assessments and Special Assessments levied against the Lots within its jurisdiction and over which such Homeowners Association has Assessment powers; provided, however, a Homeowners Association shall not be liable for payment of the Assessments against a Lot becoming due prior to the foreclosure of a Mortgage or conveyance in lieu thereof. Each Homeowners Association shall include in the assessment levied by it pursuant to the Residential Declaration it administers, and shall be responsible for paying to the Association, the total amount of all General Assessments and Special Assessments levied by the Association against the Lots within the jurisdiction of such Homeowners Association and such amount shall have first priority for payment out of the income of such Homeowners Association. The Homeowners Association is responsible for all General Assessments and Special Assessments attributed to the Lots within its jurisdiction regardless of the amount of the General Assessments and Special Assessments actually collected by the Homeowners Association from the Lot Owners.

SECTION 7. CONDOMINIUM ASSOCIATIONS' OBLIGATIONS TO PAY ASSESSMENTS

Notwithstanding anything contained in this Declaration to the contrary, each Condominium Association shall be jointly and severally obligated with the Owners of Condominium Units within its jurisdiction for all General Assessments and Special Assessments levied against the Condominium Units within its jurisdiction and over which such Condominium Association has Assessment powers; provided, however, a Condominium Association shall not be liable for payment of the Assessments against a Condominium Unit becoming due prior to the foreclosure of a Mortgage or conveyance in lieu thereof. Each Condominium Association shall be responsible for paying to the Association the sum total amount of all General Assessments and Special Assessments levied by the Association against all Condominium Units in the Condominium Regime, which total amount is attributed to the Condominium Regime as a whole. The Condominium Association is responsible for all General Assessments and Special Assessments attributed to the Condominium Regime regardless of the amount of the General Assessments and Special Assessments actually collected by the Condominium

Association from the Condominium Unit Owners. The manner by which General Assessments and Special Assessments attributed to a Condominium Regime for payment by the Condominium Unit Owners are collected from the Condominium Unit Owners and the percentage of the total General Assessment or Special Assessment payable by each Condominium Unit Owner may be determined in the sole discretion of the Condominium Association; provided, however, that the General Assessment and Special Assessment attributed to a Condominium Regime shall have first priority for payment out of the income of such Condominium Association.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION, HOMEOWNERS ASSOCIATIONS, AND CONDOMINIUM ASSOCIATIONS

Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. Subject to the Association's rights as to Homeowners Associations and Condominium Associations as set forth below, in the event that the Assessment becomes delinquent, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot, Tract, or Condominium Unit of such Owner.

In addition, the obligation of each Homeowners Association for payment of Assessments to the Association shall be enforceable by the Association, and the Association may bring suit against any Homeowners Association to collect delinquent Assessments, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against a Lot Owner or foreclose the lien against the Lot to collect delinquent Assessments. Similarly, the obligation of each Condominium Association for payment of Assessments to the Association is enforceable by the Association, and the Association may bring suit against a Condominium Association to collect delinquent Assessments, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against a Condominium Unit Owner or foreclose the lien against the Condominium Unit to collect delinquent Assessments, and, in such event, the amount of Assessments payable by the Condominium Unit Owner will be calculated based on the Condominium Unit Owner's undivided interest in the applicable Condominium Regime, as set forth in the applicable Condominium Declaration. The obligation of each Homeowners Association and Condominium Association to pay such Assessments to the Association pursuant to this Section shall not relieve any Lot Owner or Condominium Unit Owner of liability for any amounts not paid by the Homeowners Association or Condominium Association, as applicable.

The Association's lien was created by recordation of the Original Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, Tract, or Condominium Unit, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association; the person so appointed to exercise the power of sale on behalf of the Association shall not incur any personal liability hereunder except for his or her own willful misconduct. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or modifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby.

Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot, Tract, or Condominium Unit at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot, Tract, or Condominium Unit. The purchaser at any such foreclosure sale shall be entitled to sue for possession of the Lot, Tract, or Condominium Unit by an action of forcible detainer without the necessity of giving any notice to the former Owner or Owners of the Lot, Tract, or Condominium Unit sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure of the Association's lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot, Tract, or Condominium Unit may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot, Tract, or Condominium Unit shall not discharge the Association's lien for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein by non-use of Common Area or abandonment of the Lot, Tract, or Condominium Unit owned by such Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner of a Lot, Tract, or Condominium Unit.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 9. EXEMPT PROPERTY

(a) Government Property and Reserve Property

Property owned by or dedicated to and accepted by a municipal, county, state, or federal governmental entity (a "***Governmental Authority***"), including, without limitation, fire stations, police stations, public libraries, water plants, sewage treatment plants, governmental offices (including, but not limited to, city halls and court houses), public schools, public streets, and public parks, is referred to in this Declaration as "***Government Property***". The

Board reserves the sole and absolute discretion to determine if any entity is a Governmental Authority and if any parcel of property is considered "Government Property".

Common Area, property that is defined as a reserve restricted in its use to landscape, open space, park, recreation, drainage, detention, drill site, utility, or other similar uses ("***Reserve Use***") on an applicable plat or any replat thereof recorded in the Official Public Records of Fort Bend County, Texas, and property either owned by or designated on a Developer's land plan for conveyance to the Association, a Homeowners Association, or a Governmental Authority which property is or will be used for a Reserve Use is referred to in this Declaration as "***Reserve Property***". The Board reserves the sole and absolute discretion to determine if any use of a parcel of property is considered a "Reserve Use" and if any parcel of property is considered "Reserve Property".

Government Property and Reserve Property is exempt from the payment of all Assessments. A parcel of real property may be classified as both Government Property and Reserve Property.

Notwithstanding anything contained in this Declaration to the contrary, any common area or common elements owned pursuant to the terms of any Condominium Declaration by Condominium Unit Owners is not considered "Reserve Property", is expressly excluded from this provision, and is not exempt from the payment of Assessments.

(b) Church Property

Church Property (as defined below) is exempt from the payment of General Assessments and Special Assessments. Church Property is not exempt from the payment of any other Assessment levied pursuant to this Declaration, a Supplemental Declaration, or another Dedicatory Instrument, and the Owner of the Church Property is obligated to issue payment of all such Assessments.

For purposes of this Declaration, "***Church Property***" means property that (i) is owned by Persons who qualify for tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and (ii) is intended for use and is used solely as a place of worship or religious/ecclesiastical congregation and for appurtenant uses intended to benefit the employees and congregants of the property, including, but not limited to offices, libraries, counseling services, and similar social and educational services ("***Church Use***"). By way of illustration, the following are considered to be "Church Uses": a church, temple, synagogue, tabernacle, and mosque.

If any portion of a Tract (which is considered Church Property) is used for purposes other than Church Uses, such Tract is not considered Church Property and is not exempt from the payment of General Assessments and Special Assessments. The Board has the sole and absolute discretion to determine whether any use, including any appurtenant use, of a Tract is considered a "Church Use" and whether any parcel of property is considered "Church Property".

(c) Exempt Property

Government Property, Reserve Property, and Church Property are collectively referred to in this Declaration as "*Exempt Property*". The Person owning Exempt Property, as defined herein, shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property; provided, however, Persons owning Exempt Property shall be subject to the restrictions contained in the Declaration.

Notwithstanding anything contained herein to the contrary, at such time as (i) all or any portion of Church Property is sold to a Person who does not use the Church Property for Church Use, or (ii) all or any portion of the Government Property, Reserve Property, or Church Property, as applicable, fails to qualify as Government Property, Reserve Property, or Church Property for any reason, the Owner of such property, shall (a) be subject to Assessments at the rates of a Tract (if unimproved, then at the rates of an unimproved Tract; if improved, then at the rates of an improved Tract) used for non-residential use, as provided in **Exhibit D** hereof, (b) be considered a Member of the Association, and (c) have voting rights as provided in this Declaration.

SECTION 10. CAPITALIZATION OF ASSOCIATION

(a) Capitalization Fee

Upon acquisition of record title to a Lot, Tract (save and except any Tract that qualifies as Government Property or Reserve Property), or Condominium Unit by the first Grantee thereof other than the Developer or a builder, a contribution shall be made by or on behalf of the Grantee to the working capital of the Association (the "*Capitalization Fee*").

The Capitalization Fee charged upon the transfer of title to a Lot or Tract (save and except any Tract that qualifies as Government Property or Reserve Property) to the first Grantee thereof other than the Developer or a builder is an amount equal to one hundred percent (100%) of the General Assessment for such Lot or Tract for that year.

The Capitalization Fee charged upon the transfer of title to a Condominium Unit to the first Grantee thereof other than the Developer or a builder is an amount equal to the product of (i) 100% of the total General Assessment amount levied against all Condominium Units in the applicable Condominium Regime, as set forth in this Declaration, and (ii) the transferring Condominium Unit Owner's undivided interest in the applicable Condominium Regime, as determined by the Condominium Association having jurisdiction over the Condominium Unit pursuant to the applicable Condominium Declaration. For example, assuming that (i) 100% of the total General Assessment amount levied against all Condominium Units in a Condominium Regime is $1,000.00, and (ii) the transferring Condominium Unit Owner's undivided interest in the Condominium Regime is 10%, the Grantee obtaining title to the Condominium Unit will be obligated to pay a Capitalization Fee equal to $100.00 (i.e., $1,000.00 x 0.10). The Condominium Association having jurisdiction over the Condominium Unit shall be jointly and severally obligated with the Owner of Condominium Unit for the Capitalization Fee levied upon the Condominium Unit, and the Condominium Association with jurisdiction over the Condominium Unit will remit payment of the Capitalization Fee to the Association on behalf of the Condominium Unit Owner. The obligation of the Condominium Association for payment of the Capitalization Fee charged to Condominium Unit Owners subject to the jurisdiction of the Condominium Association is enforceable by the Association, and the Association may bring suit against a Condominium Association to collect delinquent Capitalization Fees, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against the Condominium Unit Owner to collect delinquent Capitalization Fees.

The Board is responsible for determining the sufficiency or insufficiency of the then-current Capitalization Fee amount and may, via Board resolution and without a vote by the Members, increase or decrease the Capitalization Fee amount in an amount necessary to meet the budgetary needs of the Association, as determined in the Board's sole discretion. Any such increase or decrease in the Capitalization Fee amount must be effectuated as to all Lots, Tracts, or Condominium Units within the Properties on a proportional basis.

The Capitalization Fee will be payable to the Association upon the transfer of title to a Lot, Tract, or Condominium Unit as set forth herein and will not be prorated. The Capitalization Fee will be in addition to, not in lieu of, the General Assessment and will not be considered an advance payment of the General Assessment. The payment of the Capitalization Fee is secured by the continuing lien set forth in the Declaration and will be collected in the same manner as Assessments.

(b) Reserve Capitalization Fee

Each Grantee hereby covenants and agrees to pay to the Association a reserve capitalization fee (the "***Reserve Capitalization Fee***"). The Reserve Capitalization Fee payable to the Association upon the transfer of title to a Lot or Tract will be an amount equal to one hundred percent (100%) of the then-current General Assessment rate for such Lot or Tract, unless otherwise determined by the Board, as set forth below.

The Reserve Capitalization Fee payable to the Association upon the transfer of title to a Condominium Unit will be an amount equal to the product of (i) 100% of the total General Assessment amount levied against all Condominium Units in the applicable Condominium Regime, as set forth in this Declaration, and (ii) the transferring Condominium Unit Owner's undivided interest in the applicable Condominium Regime, as determined by the Condominium Association having jurisdiction over the Condominium Unit pursuant to the applicable Condominium Declaration. For example, assuming that (i) 100% of the total General Assessment amount levied against all Condominium Units in a Condominium Regime is $1,000.00, and (ii) the transferring Condominium Unit Owner's undivided interest in the Condominium Regime is 10%, the Grantee will be obligated to pay a Reserve Capitalization Fee equal to $100.00 (i.e., $1,000.00 x 0.10).The Condominium Association having jurisdiction over the Condominium Unit shall be jointly and severally obligated with the Owner of Condominium Unit for the Reserve Capitalization Fee levied upon the Condominium Unit, and the Condominium Association with jurisdiction over the Condominium Unit will remit payment of the Reserve Capitalization Fee to the Association on behalf of the Condominium Unit Owner. The obligation of the Condominium Association for payment of the Reserve Capitalization Fee charged to Condominium Unit Owners subject to the jurisdiction of the Condominium Association is enforceable by the Association, and the Association may bring suit against a Condominium Association to collect delinquent Reserve Capitalization Fees, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against the Condominium Unit Owner to collect delinquent Reserve Capitalization Fees.

The Board is responsible for determining the sufficiency or insufficiency of the then-current Reserve Capitalization Fee amount and may, via Board resolution and without a vote by the Members, increase or decrease the Reserve Capitalization Fee amount in an amount necessary to meet the budgetary needs of the Association, as determined in the Board's sole discretion. Any such increase or decrease in the Reserve Capitalization Fee amount must be effectuated as to all Lots, Tracts, or Condominium Units within the Properties on a proportional basis.

The Reserve Capitalization Fee will be payable to the Association upon the transfer of title to a Lot, Tract, or Condominium Unit and will not be prorated. The Reserve Capitalization Fee will be placed into a reserve account. The Reserve Capitalization Fee will be in addition to, not in lieu of, the General Assessment and will not be considered an advance payment of the General Assessment. The payment of the Reserve Capitalization Fee is secured by the continuing lien set forth in the Declaration and will be collected in the same manner as Assessments.

The transferring Owner will notify the Association's Secretary, or managing agent, of a pending title transfer at least seven (7) days prior to the transfer. Such notice will include the name of the Grantee, the date of title transfer, and other information as the Board may require.

(i) Exempt Transfers. Notwithstanding subsection (b), above, a Reserve Capitalization Fee will not be levied upon the transfer of title to a Lot, Tract, or Condominium Unit:

a. by an Owner of record who acquired title to a Lot or Tract on or before January 7, 2019;

b. to a builder;

c. to the Declarant;

d. to a "***First Grantee***" thereof. "***First Grantee***" means the first person or entity acquiring title to a Lot, Tract, or Condominium Unit other than a builder or Declarant;

e. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;

f. to the Owner's estate, trust, surviving spouse, or child upon the death of the Owner;

g. to any entity wholly owned by the Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Reserve Capitalization Fee shall become due;

h. to the Association;

i. by the Association; or

j. in cases where the Tract qualifies as Government Property or Reserve Property.

SECTION 11. FOUNDATION FEE

(a) Authority. The Board shall have the authority to establish and collect a fee (the "***Foundation Fee***") from the Grantee (including a builder) acquiring title to a Tract or Condominium Unit (but not a Lot) within the Properties, other than Declarant or an Owner of Government Property or Reserve Property. The initial acquisition of a Tract by the Declarant or a Developer shall not be subject to the Foundation Fee. The Foundation Fee shall be payable to the Association upon each transfer of title to a Tract or Condominium Unit and shall be secured by the Association's lien for Assessments as provided in Article III, Section 4 hereof. The transferring Owner shall notify the Association's Secretary, in writing, of a pending transfer of title to a Tract or Condominium Unit at least seven (7) days prior to the transfer. Such notice shall include the name of the Grantee, the date of the title transfer, and other information as may requested by the Board. The Foundation Fee charged herein is separate and apart from the Foundation Fee charged to an Owner of a Lot within the Properties, as provided in Article III, Section 11 of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.), recorded in the Official Public Records of Fort Bend County, Texas under Clerk's File Number 2012104699, as same may be amended from time to time.

(b) Rate. The Foundation Fee charged on the transfer of title to each Tract (other than the initial acquisition by the Declarant and/or Developer) is currently \$2,000.00 per acre comprising the Tract (to be rounded up to the nearest one-half acre).

The Foundation Fee payable to the Association upon the transfer of title to a Condominium Unit will be an amount equal to the product of (i) the then-current Foundation Fee attributed to the applicable Condominium Tract, and (ii) the transferring Condominium Unit Owner's undivided interest in the applicable Condominium Regime, as determined by the Condominium Association having jurisdiction over the Condominium Unit pursuant to the applicable Condominium Declaration. For example, assuming that (i) the applicable Condominium Tract consists of 1 acre of real property, (ii) the then-current Foundation Fee is \$2,000.00 per acre, and (iii) the transferring Condominium Unit Owner's undivided interest in the Condominium Regime is 10%, the Grantee will be obligated to pay a Foundation Fee equal to \$200.00 (i.e., (1 acre x \$2,000.00) x 0.10). The Condominium

Association having jurisdiction over the Condominium Unit shall be jointly and severally obligated with the Owner of Condominium Unit for the Foundation Fee levied upon the Condominium Unit, and the Condominium Association with jurisdiction over the Condominium Unit will remit payment of the Foundation Fee to the Association on behalf of the Condominium Unit Owner. The obligation of the Condominium Association for payment of the Foundation Fee charged to Condominium Unit Owners subject to the jurisdiction of the Condominium Association is enforceable by the Association, and the Association may bring suit against a Condominium Association to collect delinquent Foundation Fees, in addition to any other rights or remedies it may have hereunder or at law or in equity. Notwithstanding the foregoing, the Association may also bring suit against the Condominium Unit Owner to collect delinquent Foundation Fees.

The Association's Board, from time to time, shall determine the amount of the Foundation Fee, and may, via Board resolution adopted at its sole discretion and without a vote by the Members, increase or decrease the Foundation Fee in any amount the Board determined to be beneficial to the general good and welfare of the Properties. The Foundation Fee shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to Assessments present at a meeting called for said purpose at which a quorum is present, in person or by proxy. Any such increase or decrease in the Foundation Fee amount must be effectuated as to all Tracts within the Properties on a uniform basis.

(c) Purpose of the Foundation Fee. All Foundation Fees which the Association collects shall be deposited in a segregated account and used for such purposes as the Board deems beneficial to the general good and welfare of the Properties, other than Lots in the Properties. By way of illustration and not limitation, such Foundation Fees may be used to assist the Association or one or more nonprofit entities in funding the following:

(i) improvements to Common Areas and other enhancements for the Tracts within the Properties;

(ii) preservation and maintenance of natural areas, wildlife preserves, archaeological sites, areas of historical or cultural significance, or similar conservation areas;

(iii) sponsorship of educational programs and activities which contribute to the overall understanding, appreciation, and preservation of the natural environment within the Properties;

(iv) programs and activities which serve to promote a sense of community within the Properties, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs;

(v) social services, community outreach programs, and other charitable causes; and

(vi) enhancement and/or improvement of infrastructure serving the Tracts within the Properties.

(d) Exempt Transfers. Notwithstanding anything contained herein to the contrary, no Foundation Fee shall be levied upon a transfer of title to a Tract or Condominium Unit:

(i) in cases where the Tract or Condominium Unit is owned by individual(s) and not an entity, by a co-Owner of a Tract to any individual or individuals who was/were a co-Owner immediately prior to such transfer;

(ii) in cases where the Tract or Condominium Unit is owned by individual(s) and not an entity, to the Owner's estate, surviving spouse, or child upon the Owner's death;

(iii) in cases where the Tract or Condominium Unit is owned by individual(s) and not an entity, to an entity wholly owned by the grantor of the Tract or Condominium Unit;

(iv) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage;

(v) upon the initial purchase of a Tract by the Declarant and/or Developer; or

(vi) in cases where the Tract qualifies as Government Property or Reserve Property.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREA AND EASEMENTS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT

Subject to the further provisions of this Section, every Owner of a Lot, Tract, or Condominium Unit within the Properties shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to the portion of the Properties owned by such Owner. Such rights shall be subject to the following:

(a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.

(b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate the Assessments or any or all of the Common Area as security for money borrowed or debts incurred.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the usage rights of any Owner for any period during which any Assessment or other amount owed by such Owner to the Association remains unpaid in excess of thirty (30) days.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Owner's use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Owner for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to dedicate, sell, or convey all or any part of the Common Area and the right to grant or dedicate easements over the Common Area to public or private utility companies.

(f) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members or the Owners of property within the jurisdiction of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE

Each Owner of a Lot, Tract, or Condominium Unit shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family and to such guests or other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all such rights to the Occupants of any leased improvements on his property.

SECTION 3. EASEMENTS-GENERAL

Easements for the installation and maintenance of utilities are or will be reserved as shown and provided for on the plats and/or as dedicated by separate instruments. Neither the Declarant, nor the Developers, nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, flowers, improvements, or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance, or repair work conducted by such parties or their assigns, agents, employees, or servants.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES

a. There is hereby granted to Fort Bend County, to the City of Missouri City, and to any other public authority or agency, utility district, or public or private utility company, upon, over, under, and across (i) the Common Area, and (ii) those portions of the Lots and Tracts as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the developability, marketability, or value of any Lot, Tract, or Condominium Unit.

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 Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over, and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. 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 any Lot, Tract, or Condominium Unit or any portion thereof in the performance of their respective duties. 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 directly affected thereby.

SECTION 6. CERTAIN RECREATIONAL FACILITIES WHICH ARE NOT COMMON AREA

(a) General. Certain recreational facilities such as a golf course and club house may, but are not required to be, constructed by a Developer or another Person within or in the vicinity of the Properties for the use of individuals who pay membership fees to the owner thereof (hereinafter referred to as "***Golf Facilities***"). Unless conveyed to the Association, the Golf Facilities shall not constitute Common Area. The Members of the Association and other Owners of the Properties shall have no ownership interest, proprietary interest, beneficial interest, or other vested interest in the Golf Facilities and shall have no right to enter or to use the Golf Facilities by virtue of being a Member of the Association or the Owner of a Lot, Tract, or Condominium Unit. Only those Persons who have paid the membership fee established by the owner of the Golf Facilities shall be entitled to use the Golf Facilities.

(b) Operation of Golf Facilities. No representations or warranties have been or are made by Declarant, the Developers, or any other Person regarding the continuing ownership or operation of the Golf Facilities, if any. Further, the ownership or management and administration of the Golf Facilities may change at any time and from time to time by virtue of, but without limitation (i) the sale or assumption of operations of the Golf Facilities by or to a third party or entity, (ii) the conversion of the Golf Facilities membership structure to an equity club or similar arrangement whereby the members of the Golf Facilities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Golf Facilities, (iii) the conveyance, pursuant to contract, option, or otherwise, of the Golf Facilities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant or a Developer, or (iv) the conveyance of the Golf Facilities to the Association, with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. No consent of the Association, the Board, or any Owner shall be required to effectuate a transfer to a Person other than the Association and none of the foregoing shall have any right of first refusal regarding such transfer.

(c) Rights of Access. The owner of the Golf Facilities and its members and their invitees, employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located within the Properties as reasonably necessary to travel to and from the Golf Facilities and, further, over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Facilities and such easements are hereby reserved.

(d) Easements for Golf Course. If the Golf Facilities include a golf course, a nonexclusive easement is hereby granted to the owner of such golf course, its servants, independent contractors, agents, members, guests, and invitees over the Properties for the following purposes:

(i) Retrieval of golf balls, including the right to enter on any Lot, Tract, or Condominium Unit for that purpose, provided the right to retrieve golf balls shall only extend to non-enclosed portions of the Lots and Tracts, and the person retrieving the golf balls shall do so in a reasonable manner and will repair any damage caused by entry to retrieve the golf balls;

(ii) Flight of golf balls over, across, and upon the Properties;

(iii) Doing of every act necessary and incident to the playing of golf and other recreational activities on the golf course, including, but not limited to, the operation of lighting facilities for operation of tennis, swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities;

(iv) Creation of noise related to the normal maintenance and operation of the golf course, including, but not limited to, the operation of mowing and spraying equipment; and

(v) An easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Properties located adjacent to the golf course.

The easements hereby granted are appurtenant to the golf course and shall run with the land.

SECTION 7. TELECOMMUNICATION SERVICES

The Association may provide, either directly or by contracting with other parties, various telecommunication services to the Properties. The Board of Directors of the Association shall have the sole discretion to determine whether or not such telecommunication services are provided, the types of services to be provided, the manner in which such services will be provided, the amounts to be charged, and the method of paying for such services.

(a) Types of Telecommunication Services. The types of telecommunication services that may be provided by or through the Association shall include, but not be limited to, the following: (i) local and long-distance telephone service; (ii) voice mail service; (iii) cable television service; (iv) private television channels for education and community purposes; (v) video monitoring of Streets, Common Areas, and other public areas; (vi) central home systems for fire and burglary detection; (vii) electronic utility meter reading systems; (viii) electronic mail systems; and (ix) such other similar telecommunication services as the Board of Directors determines to be necessary or beneficial for the safety, welfare, or enjoyment of the Members.

(b) Common Area Facilities. The telecommunication equipment, wiring and other facilities that are necessary to provide the telecommunication services may be owned by the Association or the Association may contract with other parties to provide such facilities on behalf of the Association. The cost and expense of constructing, installing, operating, maintaining, repairing, and replacing such facilities shall be paid by the Association, and may be included as part of the General Assessments and Special Assessments levied on the Lots and Tracts.

(c) Residence Facilities. If the Association determines to provide telecommunication services, it may require that each Residence constructed in the Properties include wiring and a "black box" or other necessary facilities to provide access to the Residence for the telecommunication services described above. The "black box" will provide a connecting terminal for the wiring that extends to each outlet or point of access in the Residence for the telecommunication services. The Association shall have the right to designate the type of "black box" to be installed and the manner in which such "black box" shall be operated, maintained, and repaired, and may, from time to time, designate appropriate replacements or improvements to the "black box". The Association may contract with other parties to provide the foregoing services relating to the "black box". The Association may require each Owner to pay all costs and expenses required to purchase, install, maintain, repair, replace, or improve the "black box" for the Owner's Residence, which shall be paid by each Owner in the same manner as a Special Assessment. The "black box" shall remain as a permanent fixture to the Residence and may not be removed from the Residence without the written permission of the Association and shall remain as part of the Residence when it is conveyed to another party. The Association and the parties with whom it contracts to provide services relating to the "black box" shall have an easement and right of entry over and across each Lot and into each Residence for the purpose of installing, maintaining, repairing, replacing, and making improvements to the "black box".

(d) Optional Services. The installation of a "black box" in a Residence does not obligate the Owner to accept or pay for any of the telecommunication services that may be provided by, or available through, the Association (except to the extent the Board of Directors determines to provide a service to all Members paid with General Assessments). Each Owner shall have the right to (i) accept and pay for any such services provided by or through the Association, (ii) contract with another party to provide such services, or (iii) decline such services, in whole or in part.

SECTION 8. SECURITY AND OTHER SERVICES

(a) Services. The Association may also provide security and other services and facilities for the Properties and shall be authorized to enter into contracts with other entities to provide such services and facilities. In addition to Assessments, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include, in addition to the telecommunication services listed in the preceding section, landscape maintenance and pest control services. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

(b) Relationships With Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Area of Common Responsibility to nonprofit, tax-exempt organizations, the operation of which confers some benefit upon the Owners of the Properties, the Association, its Members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be an Association Expense included in the Association's annual budget. For the purposes hereof, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("***Code***"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

The Association may maintain facilities within the Properties for temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

(c) DISCLAIMER CONCERNING SECURITY. EACH OWNER AND OCCUPANT OF ANY LOT, TRACT, OR CONDOMINIUM UNIT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE ARCHITECTURAL REVIEW COMMITTEES, THE DECLARANT (INCLUDING ITS AFFILIATES), ANY SUCCESSOR DECLARANT, THE DEVELOPERS (INCLUDING THEIR RESPECTIVE AFFILIATES), OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT, TRACT, OR CONDOMINIUM UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, PROPERTY, IMPROVEMENTS, LOTS, AND TRACTS, AND TO THE CONTENTS OF IMPROVEMENTS, LOTS, OR TRACTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE ARCHITECTURAL REVIEW COMMITTEES, THE DECLARANT (INCLUDING ITS AFFILIATES), ANY SUCCESSOR DECLARANT, THE DEVELOPERS (INCLUDING THEIR RESPECTIVE AFFILIATES), OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES,

EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS, ACCESS GATES, OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SIMILAR IMPROVEMENTS WITHIN THE PROPERTIES.

THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES, THE ARCHITECTURAL REVIEW COMMITTEE, DECLARANT, ANY SUCCESSOR DECLARANT, DEVELOPERS, AND ANY SUCCESSOR DEVELOPERS ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF CERTAIN IMPROVEMENTS OR SERVICES WITHIN THE PROPERTIES. EACH OWNER AND OCCUPANT OF A LOT, TRACT, OR CONDOMINIUM UNIT ACKNOWLEDGES THAT ACCESS GATES, IF ANY, ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, TRACT, OR CONDOMINIUM UNIT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES, THE ARCHITECTURAL REVIEW COMMITTEES, DECLARANT (INCLUDING ITS AFFILIATES), ANY SUCCESSOR DECLARANT, DEVELOPERS (INCLUDING THEIR RESPECTIVE AFFILIATES), AND ANY SUCCESSOR DEVELOPERS DO NOT REPRESENT OR WARRANT THAT (i) ANY ACCESS GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, (ii) ANY FIRE ALARM SYSTEMS, BURGLAR ALARM SYSTEM, ACCESS GATES OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL BE IN WORKING CONDITION AT ALL TIMES, OR (iii) PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

SECTION 9. RIGHTS OF DEVELOPERS DURING CONSTRUCTION AND SALE PERIOD

Notwithstanding any provisions contained in this Declaration to the contrary, until a Developer has developed and sold all of its property within the Properties, it shall be expressly permissible for such Developer and any Owner approved by such Developer to maintain and carry on upon such portion of its property, as such Developer may deem necessary, such facilities and activities as, in the sole opinion of such Developer, may be required, convenient, or incidental to such Developer's or such Owner's development, construction, and sales activities related to its property, including, but without limitation, the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Common Area; the right to replace, relocate, maintain and repair any facilities which provide utility services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights of way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, and information and sales offices. The Developers and any such Owner may use Residences as model residences and sales offices.

SECTION 10. NO PARTITION

Except as is permitted in this Declaration or amendments hereto, there shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE V
INSURANCE

SECTION 1. INSURANCE

The Association's Board of Directors, or its duly authorized agent, shall have the authority, but not the obligation, to obtain blanket all-risk casualty insurance for all or any part of the insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. Such insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate.

The Board may also obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, or the Members, in such amount as the Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the General Assessments. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from General Assessments, (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION

Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area, the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a Special Assessment to cover the shortfall.

ARTICLE VI
ARCHITECTURAL STANDARDS AND RESTRICTIONS

SECTION 1. GENERAL

No structure or thing shall be placed, erected, installed, or posted on any portion of the Properties and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) ("***Work***") shall take place within the Properties, except in compliance with this Article; provided, however, no approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his Residence or commercial improvements without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Residence or commercial improvements visible from outside the structure shall be subject to approval.

All improvements constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or land planner unless otherwise approved by the Sienna ARC, as well as the Residential ARC when applicable.

SECTION 2. SIENNA ARC

Each Owner agrees that no Work shall be commenced on his Lot, Tract, or Condominium Unit unless and until the Plans (as hereinafter defined) for such Work are reviewed and approved by the Sienna ARC pursuant to this Article. The Sienna ARC shall consist of at least three (3) but not more than seven (7) Persons. The Declarant shall appoint and remove (at any time and for any reason upon written notice to the Board) all members of the Sienna ARC during the Class B Control Period. Thereafter, the Board shall appoint and remove the members of the Sienna ARC.

The members of the Sienna ARC may, but need not, include architects, engineers, professional landscapers, or similar professionals, whose compensation, if any, shall be established from time to time by the Declarant or the Board, whichever appoints the Sienna ARC. Members of the Sienna ARC shall act in good faith and exercise proper business judgment in carrying out their responsibilities.

The Sienna ARC may establish and charge reasonable fees for its review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the Sienna ARC may retain architects, engineers, or other professionals to assist in the review of any application and may require the applicant to reimburse it for the costs of such assistance.

The Sienna ARC shall delegate primary review authority with respect to Work to be performed on any Lot within the jurisdiction of a Homeowners Association to the Residential ARC, if any, established by the Residential Declaration encumbering such Lot. In addition, the Sienna ARC may delegate primary review authority with respect to Work to be performed on any Condominium Unit within the jurisdiction of a Condominium Association to the Condominium ARC established by the Condominium Declaration encumbering such Condominium Unit. Notwithstanding the foregoing, the Sienna ARC retains the right to review and approve or deny plans for the original construction of any improvements on a Condominium Tract, including the original construction of the Condominium Units on the Condominium Tract, and the decision of the Sienna ARC will control over the decision of any Condominium ARC as to the original construction of improvements on a Condominium Tract. The Sienna ARC may, but shall not be obligated to, establish a separate Commercial ARC composed of such number of individuals as it determines and may delegate its primary review authority over Work to be performed on the Tracts to such Commercial ARC. In the event of a delegation of primary review authority to a Residential ARC, a Condominium ARC, or a Commercial ARC, neither the Residential ARC, nor the Condominium ARC, nor the Commercial ARC may approve plans for any Work that is in violation of this Declaration or the Dedicatory Instruments, as determined in the sole discretion of the Sienna ARC. For purposes of this Article, the particular entity having primary review authority in a particular case shall be referred to as the "***Reviewer***".

Upon delegation of review authority to a Residential ARC or Condominium ARC, the applicable Homeowners Association or Condominium Association having jurisdiction shall have the primary authority and responsibility to enforce, by law or equity, any decisions of the Residential ARC or Condominium ARC, as applicable, subject to its jurisdiction. In the event a Homeowners Association or Condominium Association fails or refuses to enforce such decisions, or if the decisions of the Residential ARC or Condominium ARC are determined by the Sienna ARC to be contrary to the Review Guidelines (as defined below), the Association shall have the right, but not the obligation, to exercise appropriate enforcement methods.

SECTION 3. GUIDELINES AND PROCEDURES

(a) Design Guidelines. The Sienna ARC may prepare Design Guidelines applicable to all of the Properties which shall supplement the Builder Guidelines (collectively, the Design Guidelines and the Builder Guidelines are referred to herein as the "***Review Guidelines***"). The Design Guidelines are intended to provide guidance to Owners and builders regarding matters of particular concern to the Sienna ARC in reviewing Plans hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Design Guidelines does not guarantee approval of any application.

The Sienna ARC shall have sole and full authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Sienna ARC shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Properties. The Design Guidelines may be recorded in the real property records of Fort Bend County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Prior to commencing any Work within the scope of this Article, the Owner of the applicable property shall submit to the appropriate Reviewer an application for approval of the Plans for the proposed Work in such form as the Reviewer may specify. Such application shall include plans and specifications showing the site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable (the "***Plans***"). The Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application in whole. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner, the Plans shall be deemed disapproved. The Sienna ARC shall have the right to review and veto any decisions of the Residential ARC, the Condominium ARC, or the Commercial ARC. No approval granted pursuant to this Article, shall be inconsistent with the Review Guidelines unless a variance has been granted pursuant to this Article. Notice regarding approval/disapproval of Plans (unless the Plans are deemed disapproved) shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery of the response to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, the Developers or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

SECTION 4. NO WAIVER OF FUTURE APPROVALS

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

SECTION 5. VARIANCES

The Reviewer may authorize variances from compliance with any of the Review Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

SECTION 6. LIMITATION OF LIABILITY

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of any approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size or of similar design. Neither the Declarant, the Developers, the Association, the Board, any committee, nor the members (of a for profit entity) of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans reviewed or approved hereunder, nor for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any structure. In all matters, the Architectural Review Committees and all persons comprising the Architectural Review Committees shall be defended and indemnified by the Association as provided in this Declaration.

SECTION 7. CERTIFICATE OF COMPLIANCE

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Review Guidelines. The Reviewer shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

SECTION 8. COMPLIANCE WITH REVIEW GUIDELINES

Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the applicable Review Guidelines and the plan review procedures specified herein may be excluded by the Board from the Properties.

SECTION 9. MISSOURI CITY CONSTRUCTION STANDARDS

In addition to the Review Guidelines, the Owner of each Lot, Tract, or Condominium Unit in the Properties in constructing buildings and other improvements must (except as otherwise provided in the applicable Builder Guidelines) comply with the Missouri City Construction Standards (as hereinafter defined) in the same manner that the Owner would if the Owner's property was within the corporate limits of the City of Missouri City, Texas (the "*City*"); provided, however, no Owner shall be obligated to apply for or obtain from the City any permit for construction of private improvements, obtain a certificate of occupancy related thereto, or pay any fee to the City for any application or permit for construction of private improvements. The restrictions created by this Section shall automatically terminate as to each portion of the Properties which is annexed into the City or another municipality upon its annexation. As used herein, the term "***Missouri City Construction Standards***" means and refers to the requirements applicable to the construction of buildings and other private improvements which are set forth in Chapters 14 (electrical, plumbing and swimming pools and spas), 38 (fire prevention and protection), 18 (food service), and 24 of the Missouri City, Texas, Code of Ordinances, as amended and in effect from time to time.

SECTION 10. CITY'S RIGHT OF ENFORCEMENT

The provisions of Section 9 requiring compliance by an Owner with the Missouri City Construction Standards in the construction of improvements are for the benefit of the City and may be enforced by the City as well as by the Association.

ARTICLE VII
GENERAL USE RESTRICTIONS

SECTION 1. PERMITTED USES

The Properties may generally be used for any residential or commercial purpose, as reflected on the applicable recorded plat, unless prohibited by the provisions of this Declaration.

SECTION 2. PROHIBITED USES

The following uses and operations shall not be permitted on any portion of the Properties:

(a) Refining of petroleum or of its products or byproducts; smelting of iron, tin, zinc, or other ores; drilling for and/or removal of oil, gas, or other hydrocarbons (except on designated drill sites);

(b) Any establishment that offers or sells as its principal product or service a product or service that is intended to provide sexual gratification to its users, including, but not limited to, the dissemination or exhibition of obscene materials or objects; any establishment the sole purpose of which is to offer or sell prophylactic devices; any establishment featuring topless, bottomless, or totally nude performances or personnel; or any establishment that regularly shows pornographic movies, or sells or rents pornographic material or movies as a principal part of its business;

(c) Any massage parlor, modelling studio, or establishment where men and/or women are engaged in salacious activities;

(d) Any establishment that offers or sells paraphernalia related to illegal drug use;

(e) Any carnival or fair unless organized and/or approved by the Association; or

(f) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse, or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or governmental authorities).

SECTION 3. NUISANCE

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No Lot, Tract, or Condominium Unit within the Properties shall be used, in whole or in part, for the storage of anything that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of the Properties. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

SECTION 4. MINERAL PRODUCTION

Certain sites have been designated within the Properties by recorded instruments to be used for mineral production purposes by the owners of minerals and their lessees. No oil drilling, oil development operations, refining, quarrying, or mining operations of any kind shall be permitted upon any other portion of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Properties except at such designated locations. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted on any portion of the Properties except such designated sites.

SECTION 5. ENFORCEMENT OF USE RESTRICTIONS BY CONDOMINIUM ASSOCIATION

The Association shall delegate to the Condominium Association having jurisdiction over a Condominium Regime the authority to enforce the use restrictions set forth in this Article with respect to such Condominium Regime. Notwithstanding the foregoing, in the event a Condominium

Association fails to enforce the use restrictions set forth in this Article with respect to the Condominium Regime over which the Condominium Association has jurisdiction, the Association has the right, without the obligation, to enforce the use restrictions as to the Condominium Regime and, in such event, all costs incurred by the Association in enforcing these use restrictions together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, will be the responsibility of the Condominium Association. The Condominium Association has the sole discretion to determine the manner in which any such costs will be paid by the Condominium Unit Owners subject to its jurisdiction. In the event the Condominium Association fails to remit to the Association all costs, including interest thereon, incurred by the Association in enforcing these use restrictions as to the Condominium Regime, including any one or more Condominium Units therein, such costs are the responsibility of the Condominium Unit Owner or Owners in violation of these use restrictions, may be levied as a Specific Assessment, as set forth in this Declaration, and are supported by the lien created in this Declaration.

ARTICLE VIII
SPECIFIC USE RESTRICTIONS AND RULE MAKING

SECTION 1. FRAMEWORK FOR REGULATION

The Properties are subject to specific development standards and requirements set forth in the Missouri City Construction Standards. In addition, this Declaration establishes, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements, and restrictions which govern use and conduct within the Properties. Within that framework, the Board must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology which inevitably will affect the Properties, the Owners, and the Occupants. This Article establishes the procedures for modifying the restrictions set forth in this Article.

SECTION 2. RULE MAKING AUTHORITY

(a) Subject to the Missouri City Construction Standards, the terms of this Article and the Board's duty to exercise business judgment on behalf of the Association, the Board may modify, cancel, limit, create exceptions to, or expand such restrictions. The Board shall cause notice of any such proposed action to be delivered to each Member and to be posted at prominent places within the Properties. The notice shall be published or posted at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at such Board meeting. This subsection (a) is not applicable to amendments made by the Declarant. Notwithstanding anything contained herein to the contrary, the Board has the authority to make and amend guidelines, policies, and/or rules as set forth in the Bylaws.

(b) At least thirty (30) days prior to the effective date of any action taken by the Board under subsection (a) of this Section, the Board shall cause a copy of a new restriction or explanation of any changes to a restriction, specifying the effective date, to be published and posted as provided above. The Association shall provide, without cost, a copy of the use restrictions then in effect to any requesting Owner or Mortgagee. This subsection (b) is not applicable to amendments made by the Declarant. Notwithstanding anything contained herein to the contrary, the Board has the authority to make and amend guidelines, policies, and/or rules as set forth in the Bylaws.

(c) Nothing in this Article shall authorize the Board to modify, repeal, or expand the Missouri City Construction Standards or the Builder Guidelines. In the event of a conflict between the Missouri City Construction Standards, the Builder Guidelines, and the use restrictions, the Missouri City Construction Standards, the use restrictions contained in this Declaration, and the Builder Guidelines (in such order) shall control (except as otherwise specified in the Builder Guidelines).

(d) The Association shall delegate to the Condominium Association having jurisdiction over a Condominium Regime the authority to enforce the specific use restrictions set forth in this Article with respect to such Condominium Regime. Furthermore, the Association may, but is not obligated to, delegate to the Condominium Association having jurisdiction over a Condominium Regime the authority to modify, limit, create exceptions to, or expand such specific use restrictions, provided that any such modification, limitation, exception, or expansion of any of the specific use restrictions set forth in this Article by a Condominium Association must have the prior written consent of the Association which approval may be withheld for any reason. In the event a Condominium Association fails to enforce the specific use restrictions set forth in this Article with respect to the Condominium Regime over which the Condominium Association has jurisdiction, the Association has the right, without the obligation, to enforce the specific use restrictions as to the Condominium Regime and, in such event, all costs incurred by the Association in enforcing these specific use restrictions together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, will be the responsibility of the Condominium Association. The Condominium Association has the sole discretion to determine the manner in which any such costs will be paid by the Condominium Unit Owners subject to its jurisdiction. In the event the Condominium Association fails to remit to the Association all costs, including interest thereon, incurred by the Association in enforcing these specific use restrictions as to the Condominium Regime, including any one or more Condominium Units therein, such costs are the responsibility of the Condominium Unit Owner or Owners in violation of these specific use restrictions, may be levied as a Specific Assessment, as set forth in this Declaration, and are supported by the lien created in this Declaration.

SECTION 3. OWNERS' ACKNOWLEDGMENT

All Owners are given notice that use of their Lots, Tracts, or Condominium Units is limited by the use restrictions set forth in this Article and rules adopted by the Board, as they may be amended, expanded, and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot, Tract, or Condominium Unit can be affected by this provision and that the initial use restrictions and rules may change from time to time. All Grantees and Owners of Lots, Tracts, and Condominium Units are on notice that changes may be adopted by the Association.

SECTION 4. PROTECTION OF OWNERS AND OTHERS

No rule shall be adopted by the Association in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial use restrictions and rules set forth in this Article.

(a) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, rules and regulations may differ between and among different portions of the Properties, including, but not limited to, different Homeowners Associations or Condominium Associations, based on type of development, use, density or physical characteristics of the property.

(b) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Lots, Tracts, or Condominium Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area or violate the rules established by the Board for the use thereof. This provision does not affect the right to increase the amount of Assessments as provided in Article III hereof.

(c) Abridging Existing Rights. No rule shall require Owners to dispose of personal property which was kept in or on a Lot, Tract, or Condominium Unit prior to the adoption of such rule and which was in compliance with all rules in force previous to such time, unless otherwise required to be removed by law; provided, the above shall apply to any Owner only for so long as he or she remains the Owner of the affected personal property or Lot, Tract, or Condominium Unit. The rights granted under this subsection shall not run with title to any Lot, Tract, or Condominium Unit.

(d) Reasonable Basis. No rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to safety, fair use of Common Area, cost, aesthetics, or the goals of the comprehensive plan for the development of the Properties.

(e) Reasonable Rights to Develop. No rule or action shall unreasonably impede a Developer's right to develop its property.

The limitations in subsections (a) through (e) of this Section 4 shall not apply to limit amendments to this Declaration adopted in accordance with Article XI, nor shall they limit or restrict the rights of any Homeowners Association or Condominium Association to adopt rules which may be stricter, but not in derogation of this Section.

SECTION 5. RESIDENTIAL USES

All Residences shall be used for single-family residential purposes exclusively and no Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one (1) person who is not so related as a single household unit, and no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit. It is not the intent of the Declarant or the Developers to exclude from a Residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

Except as otherwise hereinafter provided, no business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers or clients to or from a Lot or Tract containing Residences, and no storage of materials, products, or stock are permitted on any Lot or Tract containing Residences. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot or Tract containing Residences more than once within a 12-month period shall be considered a business activity and are therefore prohibited.

Notwithstanding the foregoing, a Residence may be used for a Home Occupation provided that:

(i) no person other than a resident of the Residence shall be engaged or employed in the Home Occupation at the site;

(ii) there shall be no visible storage or display of occupational materials or products;

(iii) there shall be no exterior evidence of the conduct of a Home Occupation, such as a sign, and no Home Occupation shall be conducted on the property containing the Residence outside of the Residence; and

(iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "***Home Occupation***" shall mean a commercial enterprise conducted in a Residence which is incidental to the principal residential use of the Residence.

SECTION 6. RENTING OR LEASING OF RESIDENCES

Residences may be rented or leased only by written leases and subject to the restriction that the tenant shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Residence agrees to cause his lessee or the persons living with such lessee to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such lessees or Occupants, notwithstanding the fact that such lessees or Occupants of the Residence are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Residence even though such Occupants are not specifically mentioned.

SECTION 7. LANDSCAPING

(a) Lots. Each Lot shall be landscaped contemporaneously with the completion of the Single Family Residence on such Lot, but in no event later than 30 days after first occupancy or completion of the Single Family Residence, whichever shall occur first. The landscaping of a Lot shall conform to a landscaping plan approved by the Residential ARC with jurisdiction over such Lot.

(b) Tracts.

(i) Landscape Installation. The Sienna ARC or the Commercial ARC, if created, shall establish the Commercial Landscaping Guidelines for the Tracts, including Condominium Tracts. Landscaping, underground irrigation and berms for all open, unpaved spaces within a Tract, including, but not limited to, the Landscape Setback, and side and rear building set-back areas, shall be installed by the Owner, at its sole cost and expense, in accordance with the Commercial Landscaping Guidelines. Such landscaping shall include, without limitation, visual screening required by this Declaration and the Commercial Landscaping Guidelines. Installation of the required landscaping and irrigation on a Tract must be completed within thirty (30) days following the occupancy or substantial completion of any building, whichever occurs first, subject to reasonable extensions for excusable delay. If such required landscaping and irrigation is not timely installed, the Association may cause the same to be installed at the expense of the Owner, in the same manner and with the same effect as if such installation were maintenance required by Section 13 of this Article.

(ii) Landscaping Maintenance. The Association shall maintain all landscaping, berms, and irrigation installed in medians within Streets and in the Common Landscaped Areas. Each Owner of a Tract shall, at its sole cost and expense, maintain all landscaping required by this Declaration to be installed by the Owner on such Tract. All landscaping installed on a Tract shall be maintained in accordance with the Commercial Landscaping Guidelines.

(iii) Setbacks. Minimum building/improvement and parking area setbacks on the Tracts shall be established by the Sienna ARC or the Commercial ARC, if created.

(iv) Condominium Tract Landscaping. The Commercial Landscaping Guidelines apply to Condominium Tracts, and the Condominium Association having jurisdiction over the Condominium Regime established on the Condominium Tract is responsible for ensuring compliance with the Commercial Landscaping Guidelines by each Condominium Unit Owner over which it has jurisdiction.

SECTION 8. PARKING

Adequate automobile parking spaces, including, without limitation, spaces for resident, employee, customer, and visitor parking shall be provided on each Tract and all such parking areas shall be internally drained, and permanently surfaced with concrete or asphalt. Minimum parking requirements/spaces for particular land uses shall be established by the Sienna ARC or the Commercial ARC, if created. Design and construction of parking areas should provide for a reasonable mix of full size, mid-size, and compact size parking spaces. No use shall be made of any Tract or any improvements constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities maintained for parking on such Tract. Parking will not be permitted on any Street or at any place other than designated parking areas shown on the plans and specifications approved by the Sienna ARC or the Commercial ARC, and the Owner shall be responsible for compliance by its respective tenants, employees, and visitors with the parking requirements of this Declaration. The determination of whether or not a Tract has adequate off-street parking facilities shall be in the sole discretion of the Sienna ARC or the Commercial ARC. The Owner shall, at its expense, cause to be installed and maintained, in compliance with applicable law and reasonable standards established by the Sienna ARC or the Commercial ARC, adequate no-parking and other traffic control signs on Streets adjacent to such Tract. All parking areas for Tracts used primarily for purposes other than retailing shall be screened from public view with approved fencing, or berms and shrubs of a type and species and in a manner approved in writing by the Sienna ARC or the Commercial ARC. Unless otherwise approved in writing by the Sienna ARC or the Commercial ARC prior to construction, parking will not be permitted in front of any parking setback line. To the extent that appropriate governmental authority may from time to time require more parking spaces than those required by the Sienna ARC or the Commercial ARC, such governmental requirements shall control.

SECTION 9. DISPOSAL OF TRASH

No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, Tract, or Condominium Unit, nor shall any Lot, Tract, or Condominium Unit be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and may not be allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal, or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot, Tract, or Condominium Unit shall remove such prohibited matter from his Lot, Tract, or Condominium Unit at regular intervals at the Owner's expense.

SECTION 10. FIREWORKS

The use of fireworks within the Properties is prohibited.

SECTION 11. SCREENING

No articles, goods, materials, incinerators, storage tanks, refuse containers (other than small garbage containers for use by retail businesses), or like equipment shall be permitted on any Tract or Lot in the open or be exposed to public view or view from the ground floor of adjacent buildings. If it shall become necessary to store or keep such materials or equipment outside of a building, such materials or equipment must be screened from view by a screen of a height at least equal to that of the materials or equipment being stored, but not less than eight (8) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from the ground floor level of all adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of a Tract or Lot and under no circumstances shall any materials or equipment be stored between the property lines of a Tract or Lot and the applicable building setback from any Street. Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, roof top mechanical equipment, parapet walls, playground and recreational equipment, recreational areas, and any other structures and equipment on a Tract or Lot or on the improvements thereon must be architecturally compatible (as determined by the applicable Architectural Review Committee) with such improvements or effectively shielded from view by an architecturally sound method approved in writing by the applicable Architectural Review Committee. All utility and service system components and trash pick-up stations must be integrated with the building they serve or must be screened by a fence or wall of compatible materials approved in writing by the applicable Architectural Review Committee and must not be visible above such screening. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the applicable Architectural Review Committee. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, unmounted camper bodies, boats, rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Tract or Lot unless properly screened from public view in a manner approved in writing by the applicable Architectural Review Committee. All sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless otherwise approved in writing by the Sienna ARC or Commercial ARC, if created.

SECTION 12. SIGNS

(a) Lots: Signage restrictions that pertain to Lots are set forth in the Residential Declarations and applicable rules and/or policies. A Developer shall have the right to construct and maintain, or to allow builders within the residential subdivision to construct and maintain, signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings, provided that all such signs and advertising devices are approved by the Sienna ARC.

(b) Tracts or Condominium Units: Prior to erecting any sign on a Tract or Condominium Unit, detailed drawings and specifications for such proposed sign, including, without limitation, site information signs, shall be submitted to the Sienna ARC, the Commercial ARC, if created, or the Condominium ARC, as applicable, for prior written approval. All signs, both temporary and permanent, on Tracts or Condominium Units which are visible from a public right of way within the Properties shall conform to overall sign guidelines established by the Sienna ARC, the Commercial ARC, or the Condominium ARC, and the design and material of every sign on a Tract or Condominium Unit in the Properties must be approved in writing by the Sienna ARC, Commercial ARC, or the Condominium ARC, as applicable. Unless otherwise approved in writing by the Sienna ARC, the Commercial ARC, or the Condominium ARC, all signs must be attached to a building, must be parallel to and contiguous with the building wall, and must not project above the building roof line. No mobile or portable sign and no sign with flashing lights or moving characters shall be permitted. No signs may be painted on buildings or other structures unless otherwise approved in writing by the Sienna ARC, Commercial ARC, or the Condominium ARC. No signs (other than traffic control signs and informational signs erected by the Association or with the permission of the Sienna ARC) may be erected in any street right of way or other easement. With the prior written consent of the Sienna ARC, the Commercial ARC, or the Condominium ARC, temporary ground mounted signs may be erected in the setback areas of a Tract or Condominium Unit for the sole purpose of advertising the selling/leasing of or businesses to be conducted thereon, and such signs may be larger and of a different character than permanent signs. All temporary signs must be removed when the principal building(s) on the applicable Tract is substantially occupied. Pylon signs shall not be permitted on a Tract or Condominium Unit.

(c) Violations: If, at any time, the Grantee, Owner, Occupant, or lessee of any Tract or Lot shall be in violation of this Section, the Association, without being deemed to be guilty of a trespass and without being otherwise liable to such Grantee, Owner, Occupant, or lessee, or to any other person, may enter upon the Tract or Lot or any part thereof and may remove any sign not complying with this Section or not previously approved as herein required. For purposes of this Section, "signs" shall include, without limitation, flags, flagpoles, awnings, bunting, outdoor wall hangings, canopies, and pylons. All costs incurred by the Association in removing signs which do not comply with this Section, together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, shall be due and payable by the Owner upon demand and the Association may levy a Specific Assessment against the applicable Lot or Tract to recover such costs. Furthermore, the Association shall delegate to the Condominium Association having jurisdiction over a Condominium Regime the authority to enforce the signage restrictions set forth in this Section with respect to such Condominium Regime. Notwithstanding the foregoing, in the event a Condominium Association fails to enforce the restrictions set forth in this Section with respect to the Condominium Regime over which the Condominium Association has jurisdiction, the Association has the right, without the obligation, to enforce the restrictions set forth in this Section as to the Condominium Regime and, in such event, all costs incurred by the Association in enforcing these restrictions together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, will be the responsibility of the Condominium Association. The Condominium Association has the sole discretion to determine the manner in which any such costs will be paid by the Condominium Unit Owners subject to its jurisdiction. In the event the Condominium Association fails to remit to the Association all costs, including interest thereon, incurred by the Association in enforcing these signage restrictions as to the Condominium Regime, including any one or more Condominium Units therein, such costs are the responsibility of the Condominium Unit Owner or Owners in violation of these signage restrictions, may be levied as a Specific Assessment, as set forth in this Declaration, and are supported by the lien created in this Declaration.

SECTION 13. PROPERTY MAINTENANCE

At all times the Owner shall keep his Tract, Lot, or Condominium Unit and premises and all buildings, improvements, appurtenances, sidewalks, berms, and landscaping thereon, in accordance with the Community Wide Standard. If any improvements within the Properties are damaged or destroyed, the Owner of the property containing such improvements shall diligently proceed to restore such improvements to the condition existing prior to such damage or destruction or, in the alterative, raze and remove such improvements and restore the property to a clean and attractive condition. If, in the reasonable opinion of the Board, any Owner is failing in its obligations under this section, the Association shall give such Owner notice of such fact and such Owner must, within fifteen (15) days of such notice, undertake the repair and maintenance required to restore such Owner's property to the Community Wide Standard. Should any Owner fail to fulfill this duty and responsibility after such notice, then the Association shall have the right and power to enter upon such Tract or Lot through its agents, without liability to such Owner (or any lessee, tenant, invitee, customer, or licensee of such Owner) for trespass or otherwise, and to perform such repair and maintenance, and such Owner shall be personally liable for the cost of such work and shall upon demand reimburse the Association for the cost thereof. If such Owner shall fail to so reimburse the Association within twenty (20) days after demand, the Association may levy a Specific Assessment to recover such cost against the applicable Lot or Tract. Furthermore, the Association shall delegate to the Condominium Association having jurisdiction over a Condominium Regime the authority to enforce the maintenance requirements set forth in this Section with respect to such Condominium Regime. Notwithstanding the foregoing, in the event a Condominium Association fails to enforce the maintenance requirements set forth in this Article with respect to the Condominium Regime over which the Condominium Association has jurisdiction, the Association has the right, without the obligation, to enforce the maintenance requirements as to the Condominium Regime and, in such event, all costs incurred by the Association in enforcing these maintenance requirements together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, will be the responsibility of the Condominium Association. The Condominium Association has the sole discretion to determine the manner in which any such costs will be paid by the Condominium Unit Owners subject to its jurisdiction. In the event the Condominium Association fails to remit to the Association all costs, including interest thereon, incurred by the Association in enforcing these maintenance requirements as to the Condominium Regime, including any one or more Condominium Units therein, such costs are the responsibility of the Condominium Unit Owner or Owners in violation of these maintenance requirements, may be levied as a Specific Assessment, as set forth in this Declaration, and are supported by the lien created in this Declaration.

The duty and responsibility imposed by this Section shall be over and above any maintenance which may otherwise be performable pursuant to this Declaration. All sums advanced by the Association pursuant to this Section shall bear interest at the maximum lawful rate from date of advance until repaid.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DEVELOPERS

The Declarant or the applicable Developer, as the Owner thereof or, if not the Owner, with the consent of the Owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time to annex real property adjacent to or in the vicinity of the Initial Subdivisions, including, without limitation, the remaining portions of the property described in **Exhibits A**, **B**, and **C** hereto, to the jurisdiction of the Association by filing for record either an instrument which subjects the property to be annexed to the provisions of this Declaration, a "***Declaration of Annexation***" or a Supplemental Declaration in respect to the property being annexed which subjects such annexed property to Assessment by the Association on a uniform basis with all other property within the Association's jurisdiction. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or Declaration of Annexation unless otherwise provided therein.

The right reserved by the Developers or Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon any Developer or Declarant to subject any land it now or may hereafter own to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, the Developers or Declarant have no obligation to impose any covenants or restrictions similar to those contained herein upon such land nor shall anything contained herein be construed to limit or restrict the use to which such land may be put by the Developers, Declarant, or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby on the Initial Subdivisions or not.

SECTION 2. OTHER ANNEXATIONS

With the consent of the Owner thereof, the Association may annex real property to the jurisdiction of the Association. Annexation shall be accomplished by filing of record in the real property records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the Owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA

The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association. The annexed property shall be impressed with and subject to Assessments imposed by the Association on a uniform basis, consistent with provisions of this Declaration.

ARTICLE X
MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION

A Mortgagee who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the description of the affected property), will be entitled to timely written notice of:

(a) any proposed termination of the Association;

(b) any condemnation loss or any casualty loss which affects the property on which there is a Mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or

(c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

SECTION 2. NO PRIORITY

No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's property.

ARTICLE XI
GENERAL PROVISIONS

SECTION 1. TERM

Subject to the provisions contained in this Declaration, the covenants and restrictions of this Declaration run with and bind the Properties and inure to the benefit of and are enforceable by the Association and all Owners, their respective legal representatives, heirs, successors, and assigns, for so long as this Declaration has not been terminated by the Members pursuant to the terms and provisions of this Declaration. The covenants, conditions, and restrictions set forth in this Declaration are perpetual unless terminated by an instrument signed by Members representing at least 67% of the total votes of the Association and recorded in the Official Public Records of Fort Bend County, Texas, with the same being effective upon recording, provided the joinder of Declarant is required during the Class B Control Period. The provisions set forth in this Declaration remain in full force and effect during the term of this Declaration to the full extent and as to all situations and persons to which they may be or become legally enforceable.

SECTION 2. SEVERABILITY

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

SECTION 3. 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.

SECTION 4. TITLES

The titles of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. AMENDMENT

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration, or a Declaration of Annexation or Supplemental Declaration, is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration or any annexation accomplished by the Declaration of Annexation or Supplemental Declaration, which lien and annexation will continue to be in full force and effect from the date the Declaration and Declaration of Annexation or Supplemental Declaration were recorded.

(a) Amendment by Declarant

Until the termination of the Class B Control Period, this Declaration and any Declaration of Annexation or Supplemental Declaration may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision of this Declaration or any Declaration of Annexation or Supplemental Declaration into compliance with any applicable governmental statute, rule, regulation, or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration or to any Declaration of Annexation or Supplemental Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration or any Declaration of Annexation or Supplemental Declaration; (d) for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration or any Declaration of Annexation or Supplemental Declaration, or correcting any inadvertent misstatements, errors or omissions in this Declaration or any Declaration of Annexation or Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any land unless the Owner of such land shall consent thereto in writing; or (e) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto. Notwithstanding the foregoing, in the event a Declaration of Annexation or a Supplemental Declaration contains a different amendment process than that set forth in this Section, the amendment process set forth in the Declaration of Annexation or Supplemental Declaration controls as to said Declaration of Annexation or Supplemental Declaration.

Any amendment made by Declarant becomes effective upon recording unless otherwise specified in the amendment.

(b) Amendment by Members

This Declaration and any Declaration of Annexation or Annexation Agreement may be amended at any time by an instrument signed by Members representing a minimum of sixty percent (60%) of the total votes in the Association; provided, however, that (i) for so long as the Class B Control Period exists, any such amendment by the Members must have the consent and joinder of Declarant, and (ii) after the termination of the Class B Control Period, any such amendment by the Members must have the consent and joinder of the Association. Any amendment to this Declaration or to any Declaration of Annexation or Supplemental Declaration must be recorded in the real property records of Fort Bend County, Texas. Notwithstanding the foregoing, in the event a Declaration of Annexation or a Supplemental Declaration contains a different amendment process than that set forth in this Section, the amendment process set forth in the Declaration of Annexation or Supplemental Declaration controls as to said Declaration of Annexation or Supplemental Declaration.

Notwithstanding anything contained in this Declaration to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Members for an amendment to the Declaration and any Declaration of Annexation or Supplemental Declaration:

(i) written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;

(ii) circulation of a petition by the Association or a person authorized by the Association; or

(iii) any other method permitted under this Declaration or applicable law.

Any limitation of amendment to the Declaration and any Declaration of Annexation or Supplemental Declaration related to the Properties may not limit the rights of Declarant pertaining to the Declaration and any Declaration of Annexation or Supplemental Declaration as otherwise reserved in this Declaration.

(c) Amendment by the Board

After the termination of the Class B Control Period, this Declaration may be amended by the affirmative vote of at least 2/3 of the directors of the Board, without the joinder or consent of any Owner, entity, lender, or other person, if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots or Tracts; (c) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Tracts; or (d) for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration.

SECTION 6. MERGER AND CONSOLIDATION

Upon a merger or consolidation of the Association with another nonprofit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted except with the assent of Members representing two-thirds (2/3rds) of the total votes of the Association.

SECTION 7. MERGER; DISSOLUTION

The Association may be merged or consolidated with another nonprofit association pursuant to the terms of the Texas Business Organizations Code and applicable state law. Upon a merger or consolidation of the Association with another association, the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association will administer any restrictions together with any Declarations of Covenants, Conditions, and Restrictions governing these and any other properties, under one administration. No such merger or consolidation may cause any revocation, change, or addition to this Declaration.

The Association may be dissolved with the assent of Members representing two-thirds (2/3rds) of the votes of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

SECTION 8. ENFORCEMENT

Each Owner and Occupant shall comply strictly with the Dedicatory Instruments. The Board may impose fines or other sanctions for violations of the Dedicatory Instruments, which shall be secured by the continuing Assessment lien set out in this Declaration and collected in the same manner as Assessments. Failure to comply with Dedicatory Instruments shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants, and liens imposed upon any portion of the Properties which, by the terms of the instrument creating same, grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent, using such force as may be reasonably necessary, shall have the power to enter upon a Lot, Tract, or Condominium Unit to abate or remove any erection, thing, or condition which violates the Dedicatory Instruments (“***Self Help***”). Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days’ written notice of its intent to exercise Self Help. All costs of Self Help, including reasonable attorney’s fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 9. RIGHT OF ENTRY

The Association shall have the right, but not the obligation, to enter into any Lot, Tract, or Condominium Unit for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association’s Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot, Tract, or Condominium Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 10. NOTICE OF SALE OR TRANSFER OF TITLE

In the event that an Owner sells or otherwise transfers title to his or her Lot, Tract, or Condominium Unit, such Owner shall give the Association written notice of the name and address of the Grantee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot, Tract, or Condominium Unit hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot, Tract, or Condominium Unit.

SECTION 11. CUMULATIVE EFFECT; CONFLICT

The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Declaration of Annexation or Supplemental Declarations; provided, however, in the event of conflict between or among such covenants and restrictions, and the provisions of any articles of incorporation, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Declaration of Annexation or Supplemental Declaration shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association. If there is a conflict between, the laws of the State of Texas, this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations of the Association, then the laws of the State of Texas, the Declaration, the Articles of Incorporation, the Bylaws, and the rules of regulations (in that order) shall prevail.

SECTION 12. USE OF THE WORDS "SIENNA" AND "SIENNA PLANTATION"

"Sienna" and "Sienna Plantation" are registered federal trademarks. No Person shall use the words "Sienna Plantation", "Sienna", or any derivative thereof in any printed or promotional material without a license agreement with the Declarant. However, Owners may use such terms in printed or promotional matter where such term is used solely to specify that particular property is located within the Sienna project, and the Association shall be entitled to use the words "Sienna" and "Sienna Plantation" in its name.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions is executed as of the 31st day of July, 2025.

DECLARANT:

SIENNA/JOHNSON DEVELOPMENT, L.P.,
a Texas limited partnership

By: Sienna/Johnson Development GP, L.L.C.,
a Texas limited liability company,
its general partner

By: [signature]
Print Name: Alvin San Miguel
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Alvin San Miguel, the Vice President of Sienna/Johnson Development GP, L.L.C., a Texas limited liability company, the general partner of Sienna/Johnson Development, L.P. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 31st day of July, 2025.

DANA LYNN IPPOLITI
Notary Public, State of Texas
Comm. Expires 07-08-2029
Notary ID 125356755

Dana L Ippoliti
Notary Public – State of Texas

EXHIBIT A

AS PER ORIGINAL

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ■ FAX (713) 491-0423

EXHIBIT "A"

July 7, 1995

TRACT ONE:

A FIELD NOTE DESCRIPTION of 1652.529 Acres of Land being the remainder of the original Sienna Plantation, LTD. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) lying Southerly of the Atchison, Topeka, and Santa Fe Railway Company right-of-way being in the David Fitzgerald Survey, Abstract No. 25, and in the Thomas Barnett League, Abstract No. 7, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; Said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); Said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distances:

South 89° 35′ 46" West - 3193.16 feet to a railroad rail found for corner;

North 00° 13′ 05" West - 1494.76 feet to an 8 inch corner post found for corner;

South 89° 58′ 38" West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25′ 50" East - 1495.70 feet to a 12 inch corner post found for corner;

South 89° 52′ 00" West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88 37′ 00" West - 1084.61 feet to a 5/8 inch iron rod set for corner in the centerline of a Houston Lighting and Power Company easement (250 feet wide at this point) (Volume 489, Page 526; Deed Records of Fort Bend County, Texas); Said corner being in the Northerly line of said 3927.662 Acre Tract and being a Southeasterly corner of and PLACE OF BEGINNING for this 1652.529 Acre Tract;

AS PER ORIGINAL

THENCE; South 86° 47′ 05″ West - 4753.09 feet along the centerline of said Houston Lighting and Power Company easement and along the Northerly line of said 3927.662 Acre Tract to a point for interior corner of this 1652.529 Acre Tract; Said corner being the Northeast corner of a 22.618 Acre drainage easement tract;

THENCE; South 19° 39′ 59″ West, at 135.67 feet pass the Southeasterly line of said Houston Lighting and Power Company easement, in all 352.75 feet along the Easterly line of said 22.618 Acre Tract to a point for the most Southerly Southeast corner of this 1652.529 Acre Tract;

THENCE; Southwesterly, along the Southerly line of said 22.618 Acre Tract, with the following courses and distances:

South 86° 47′ 05″ West - 137.92 feet to a point for corner;

South 89° 47′ 15″ West - 73.50 feet to a point for corner;

South 80° 10′ 45″ West - 4545.56 feet to a point for Southerly corner of this 1652.529 Acre Tract and for the Southwest corner of said 22.618 Acre Tract; Said corner being in the Easterly line of a 200 foot wide drainage easement (Volume 1928, Page 1394; Official Records of Fort Bend County, Texas);

THENCE; North 01° 27′ 18″ East - 203.94 feet along the Easterly line of said 200 foot wide drainage easement to a point for corner of this 1652.529 Acre Tract and for the most Westerly Northwest corner of said 22.618 Acre Easement Tract; Said corner being in the Southeasterly line of said Houston Lighting and Power Company easement (200 feet wide at this point);

THENCE; Northeasterly, along the Southeasterly line of said Houston Lighting and Power Company easement, with the following courses and distances:

North 80° 10′ 45″ East - 4522.49 feet to a point for corner;

AS PER ORIGINAL

Field Note Description
1652.529 Acres of Land
July 7, 1995
Page Three (3)

North 89° 47′ 15" East - 85.07 feet to a point for corner of this 1652.529 Acre Tract; Said corner being in the Easterly line of a 58 foot wide Houston Lighting and Power Company easement (Volume 473, Page 127; Deed Records of Fort Bend County, Texas);

THENCE; North 19° 39′ 59" East - 131.19 feet along the Easterly line of said 58 foot wide Houston Lighting and Power Company easement to a point for corner of this 1652.529 Acre Tract; Said corner being in the Northwesterly line of said 3927.662 Acre Tract;

THENCE; South 80° 10′ 45" West - 91.91 feet along the Northwesterly line of said 3927.662 Acre Tract to a 5/8 inch iron rod set for corner of this tract; Said corner being the Southeast corner of a 21.761 Acre Tract;

THENCE; North 19° 39′ 59" East - 900.68 feet along the Easterly line of said 21.761 Acre Tract to a point for corner of this 1652.529 Acre Tract and for the Northeast corner of said 21.761 Acre Tract;

THENCE; North 86° 57′ 17" West - 965.84 feet to a point for corner of this 1652.529 Acre Tract and for the Northwest corner of said 21.761 Acre Tract;

THENCE; South 19° 39′ 59" West - 1147.75 feet to a 5/8 inch iron rod set for corner of this 1652.529 Acre Tract and for the Southwest corner of said 21.761 Acre Tract;

THENCE; South 80° 10′ 45" West - 183.81 feet along the centerline of said Houston Lighting and Power Company easement (200 feet wide at this point) (Volume 489, Page 526; Deed Records of Fort Bend County, Texas) and along a Northwesterly line of said 3927.662 Acre Tract to a 5/8 iron rod set for corner of this 1652.529 Acre Tract; Said corner being the Southeast corner of a 28.239 Acre Tract;

THENCE; North 19° 39′ 59" East - 1190.47 feet along the Easterly line of said 28.239 Acre Tract to a point for corner of this 1652.529 Acre Tract and for the Northeast corner of said 28.239 Acre Tract;

THENCE; North 86° 57′ 17" West - 976.01 feet to a point for corner of this 1652.529 Acre Tract and for the Northwest corner of said 28.239 Acre Tract;

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THENCE; South 19° 39′ 59" West - 1440.14 feet to a point for corner of this 1652.529 Acre Tract and for the Southwest corner of said 28.239 Acre Tract;

THENCE; South 80° 10′ 45" West - 5066.89 feet along the centerline of said Houston Lighting and Power Company 200 foot wide easement and along a Northwesterly line of said 3927.662 Acre Tract to a point for the most Southwesterly corner of this 1652.529 Acre Tract; Said corner being the Southeast corner of a 50.000 Acre Tract;

THENCE; Northerly, along the Easterly line of said 50.000 Acre Tract and along the Westerly line of a levee easement (Volume 1928, Page 1345; Official Records of Fort Bend County, Texas), with the following courses and distances:

North 05° 39′ 59" West - 294.22 feet to a point for corner;

North 18° 27′ 40" East - 800.00 feet to a point for corner;

North 12° 57′ 40" East - 384.60 feet to a point for corner;

North 14° 39′ 10" East - 264.95 feet to a point for corner of this 1652.529 Acre Tract; Said corner being the Northeast corner of said 50.000 Acre Tract;

THENCE; West - 1113.91 feet along the North line of said 50.000 Acre Tract to a point on the bank of the Brazos River for corner of this 1652.529 Acre Tract;

THENCE; Northwesterly, upstream along the meanders of the bank of said Brazos River, with the following courses and distances:

North 03° 28′ 13" East - 118.10 feet to a point for corner;

North 10° 05′ 38" West - 253.53 feet to a point for corner;

North 27° 32′ 47" West - 405.98 feet to a point for corner;

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North 40° 24′ 18″ West - 277.37 feet to a point for corner;

North 56° 19′ 17″ West - 433.63 feet to a point for corner;

North 84° 49′ 32″ West - 291.11 feet to a point for corner;

North 81° 55′ 16″ West - 378.50 feet to a point for corner;

North 78° 12′ 11″ West - 493.22 feet to a point for corner;

North 79° 24′ 26″ West - 431.47 feet to a point for corner;

North 72° 29′ 38″ West - 272.84 feet to a point for corner;

North 66° 20′ 31″ West - 370.71 feet to a point for corner;

North 59° 06′ 48″ West - 351.88 feet to a point for corner;

North 49° 07′ 21″ West - 357.11 feet to a point for corner;

North 44° 53′ 33″ West - 201.52 feet to a point for corner;

North 32° 02′ 52″ West - 539.65 feet to a point for corner;

North 17° 14′ 42″ West - 187.76 feet to a point for corner;

North 13° 43′ 22″ West - 315.87 feet to a point for corner;

North 01° 03′ 59″ West - 211.91 feet to a point for corner;

North 11° 19′ 27″ East - 426.09 feet to a point for corner;

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North 16° 08′ 22″ East - 233.98 feet to a point for corner;

North 24° 56′ 12″ East - 320.53 feet to a point for corner;

North 49° 55′ 24″ East - 58.07 feet to a point for the Northwest corner of this 1652.529 Acre Tract;

THENCE; Easterly, along the Southerly right-of-way line of the Atchison, Topeka and Santa Fe Railway (Volume 1934, Page 1181; Official Records of Fort Bend County, Texas), with the following courses and distances:

North 89° 03′ 24″ East - 4247.00 feet to a point for corner;

North 00° 56′ 36″ West - 25.00 feet to a point for corner;

North 89° 03′ 24″ East - 7642.48 feet to a point for corner;

THENCE; South 00° 56′ 36″ East - 75.00 feet along the Westerly line of the Gulf, Colorado and Santa Fe Railway call 1.0 Acre Tract (Volume 116, Page 65; Deed Records of Fort Bend County, Texas) to a point for corner;

THENCE; North 89° 03′ 24″ East - 462.05 feet along the Southerly line of said call 1.0 Acre Tract to a point for corner;

THENCE; North 28° 49′ 37″ West - 84.85 feet along the Easterly line of said call 1.0 Acre Tract to a point for corner;

THENCE; North 89° 03′ 24″ East - 2794.66 feet along the Southerly right-of-way line of said Atchison, Topeka and Santa Fe Railway to a 5/8 inch iron rod set for the most Northerly Northeast corner of this 1652.529 Acre Tract; Said corner being in the Easterly line of said call 7454.008 Acre Tract;

THENCE; Southerly, along the Easterly lines of said call 7454.008 Acre Tract, with the following courses and distances:

South 04° 06′ 00″ West - 1037.01 feet to a 5/8 inch iron rod set for corner;

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South 87° 37′ 40″ West - 595.80 feet to a 1 inch iron pipe found for corner;

South 00° 10′ 05″ East - 1941.25 feet to a 1/2 inch iron pipe found for corner;

South 89° 33′ 11″ East - 1889.77 feet to a 1 inch square bar found for corner;

South 89° 38′ 40″ East - 3215.02 feet to a 1 inch square bar found for corner;

South 04° 01′ 20″ West - 240.06 feet to a 1/2 inch iron pipe found for corner;

North 89° 24′ 00″ West - 3199.54 feet to a 1/2 inch iron pipe found for corner;

South 00° 02′ 33″ East - 1497.66 feet to an iron railroad "T" rail found for corner;

South 88° 37′ 00″ East - 484.90 feet to the PLACE OF BEGINNING of and containing 1652.529 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

STATE OF TEXAS
REGISTERED
C. TIM GRIFFITH
4349
PROFESSIONAL
LAND SURVEYOR

AS PER ORIGINAL

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ▪ FAX (713) 491-0423

July 7, 1995

TRACT TWO:

A FIELD NOTE DESCRIPTION of 605.331 Acres of Land being the remainder of the original Sienna Plantation, LTD. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) lying Northerly of the Atchison, Topeka and Santa Fe Railway Company right-of-way being in the Thomas Barnett Survey, Abstract No. 7, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; Said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); Said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distances:

South 89° 35′ 46" West - 3193.16 feet to a railroad rail found for corner;

North 00° 13′ 05" West - 1494.76 feet to an 8 inch corner post found for corner;

South 89° 58′ 38" West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25′ 50" East - 1495.70 feet to a 12 inch corner post found for corner;

South 89° 52′ 00" West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88° 37′ 00" West - 1569.51 feet to an iron railroad "T" rail found for re-entrant corner;

THENCE; Northerly, along the Easterly lines of said call 7454.008 Acre Tract, with the following courses and distances:

North 00° 02′ 33" West - 1497.66 feet to a 1/2 inch iron pipe found for conner;

South 89° 24′ 00" East - 3199.54 feet to a 1/2 inch iron pipe found for corner;

North 04° 01′ 20" East - 240.06 feet to a one inch square bar found for corner;

North 89° 38' 40" West - 3215.02 feet to a one inch square bar found for corner;

North 89° 33' 11" West - 1889.77 feet to a 1/2 inch iron pipe found for corner;

North 00° 10' 05" West - 1941.25 feet to a one inch iron pipe found for corner;

North 87° 37' 40" East - 595.80 feet to a 5/8 inch iron rod set for corner;

North 04° 06' 00" East - 1137.40 feet to a 5/8 inch iron rod set for the Southeast corner of and PLACE OF BEGINNING for this 605.331 Acre Tract;

THENCE; South 89° 03' 24" West - 2313.20 feet along the Northerly right-of-way line of the Atchison, Topeka and Santa Fe Railway (Volume 1934, Page 1181; Official Records of Fort Bend County, Texas) to a point for interior corner of this 605.331 Acre Tract;

THENCE; Northwesterly, along the Northeasterly line of the Gulf, Colorado and Santa Fe Railway call 0.57 Acre Tract (Volume 75, Page 213; Deed Records of Fort Bend County, Texas), being along a curve to the right with the following curve data:

Delta:	31° 11' 31"
Radius:	714.08 feet
Length:	388.75 feet
Tangent:	199.32 feet
Chord:	North 75° 20' 51" West - 383.96 feet to a point for corner;

THENCE; South 30° 14' 55" West - 100.00 feet along the Northwesterly line of said call 0.57 Acre Tract to a point for corner;

THENCE; Southeasterly, along the Southwesterly line of said call 0.57 Acre Tract, being along a curve to the left with the following curve data:

Delta:	02° 29' 38"
Radius:	814.08 feet
Length:	35.43 feet
Tangent:	17.72 feet
Chord:	South 60° 59' 54" East - 35.43 feet to a point for corner;

THENCE; Westerly, along the Northerly right-of-way line of said Atchison, Topeka and Santa Fe Railway, with the following courses and distances:

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South 89° 03' 24" West - 8164.22 feet to a point for corner;

North 00° 56' 36" West - 25.00 feet to a point for corner;

South 89° 03' 24" West - 1820.19 feet to a point for the Southwest corner of this 605.331 Acre Tract;

THENCE; North 00° 02' 20" West - 1539.60 feet along the Easterly line of a call 172.022 Acre Tract (Volume 1109, Page 486; Deed Records of Fort Bend County, Texas) to a 5/8 inch iron rod found for the most Westerly Northwest corner of this 605.331 Acre Tract; Said corner being the Northeast corner of said call 172.022 Acre Tract and being in a Northerly line of said call 7454.008 Acre Tract;

THENCE; North 89° 59' 48" East - 6751.66 feet along a Northerly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod found for interior corner of this 605.331 Acre Tract;

THENCE; North 01° 48' 20" East - 1106.19 feet to a 3 inch iron pipe found for the most Northerly Northwest corner of this 605.331 Acre Tract;

THENCE; South 89° 51' 54" East - 6074.25 feet along a Northerly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod set for the most Northerly Northeast corner of this 605..331 Acre Tract;

THENCE; South 04° 06' 00" West - 898.36 feet along an Easterly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod set for interior corner of this 605.331 Acre Tract;

THENCE; South 89° 39' 40" East - 5877.99 feet along a Northerly line of said call 7454.008 Acre Tract to a 1/2 inch iron pipe found for the most Easterly Northeast corner of this 605.331 Acre Tract;

THENCE; South 00° 21' 10" West - 100.00 feet along an Easterly line of said call 7450.008 Acre Tract to a 5/8 inch iron rod set for the most Easterly Southeast corner of this 605.331 Acre Tract;

THENCE; North 89° 39' 40" West - 1777.00 feet to a 1/2 inch iron rod found for interior corner of this 605.331 Acre Tract;

THENCE; South 00° 21' 10" West - 145.00 feet to a 1/2 inch iron rod found for re-entrant corner of this 605.331 Acre Tract;

THENCE; North 89° 39' 40" West - 4114.09 feet to a 5/8 inch iron rod set for interior corner of this 605.331 Acre Tract;

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THENCE; South 04° 06′ 00″ West – 1309.79 feet along an Easterly line of said call 7454.008 Acre Tract to the PLACE OF BEGINNING of and containing 605.331 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

STATE OF TEXAS
REGISTERED
C. TIM GRIFFITH
4349
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B

EXHIBIT "B" - TRACT ONE

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1558 • FAX (713) 491-0423

June 6, 1995

A FIELD NOTE DESCRIPTION of 3927.662 Acres of Land being a portion of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

BEGINNING at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; Said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); Said corner being the most Easterly Northeast corner of and PLACE OF BEGINNING for this 3927.662 Acre Tract;

THENCE; Southwesterly, along the most Easterly line of said call 7454.008 Acre Tract and along the Westerly line of said abandoned Missouri Pacific Railroad right-of-way, with the following courses and distances:

South 20° 23' 30" West - 2692.80 feet to a 5/8 inch iron rod set for corner;

South 19° 46' 40" West - 142.70 feet to a 5/8 inch iron rod set for corner;

South 18° 45' 10" West - 200.90 feet to a 5/8 inch iron rod set for corner;

South 17° 46' 20" West - 200.80 feet to a 5/8 inch iron rod set for corner;

South 16° 51' 10" West - 200.80 feet to a 5/8 inch iron rod set for corner;

South 15° 56' 20" West - 201.00 feet to a 5/8 inch iron rod set for corner;

South 14° 40' 40" West - 200.90 feet to a 5/8 inch iron rod set for corner;

South 13° 46' 00" West - 213.62 feet to a 5/8 inch iron rod set for the most Easterly Southeast corner of this 3927.662 Acre Tract; Said corner being an interior corner of said call 7454.008 Acre Tract and being the Northeast corner of a call 1.5 Acre Tract (Volume 56, Page 111; Deed Records of Fort Bend County, Texas);

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THENCE; North 78° 31' 37" West - 1149.71 feet along an interior line of said call 7454.008 Acre Tract being along the Northerly line of said call 1.5 Acre Tract, then along the Northerly line of a call 41.0874 Acre Tract (Volume 1895, Page 1299; Official Records of Fort Bend County, Texas) to a 3/4 inch iron pipe in concrete found for re-entrant corner of this 3927.662 Acre Tract; Said corner being the Northwest corner of said call 41.0874 Acre Tract;

THENCE; South 11° 28' 23" West - 754.24 feet to a 5/8 inch iron rod found for interior corner of this 3927.662 Acre Tract; Said corner being an interior corner of said call 41.0874 Acre Tract;

THENCE; Southwesterly, crossing said call 7454.008 Acre Tract, along a line in the roadbed of the abandoned Sugarland Railroad, with the following courses and distances:

South 82° 32' 26" West - 824.81 feet to a 5/8 inch iron rod set for corner;

South 80° 37' 38" West - 1128.72 feet to a 5/8 inch iron rod set for corner;

South 80° 58' 23" West - 1524.11 feet to a 5/8 inch iron rod set for corner;

South 85° 07' 09" West - 592.61 feet to a 5/8 inch iron rod set for corner;

North 89° 43' 05" West - 1002.25 feet to a 5/8 inch iron rod set for corner;

South 88° 54' 09" West - 1397.60 feet to a 5/8 inch iron rod set for corner;

North 87° 51' 22" West - 1305.27 feet to a 5/8 inch iron rod set for corner;

South 89° 15' 27" West - 524.66 feet to a 5/8 inch iron rod set for interior corner of this 3927.662 Acre Tract; Said corner being in the Westerly line of the Dow Pipeline Company 30 foot wide pipeline easement (Volume 578, Page 463; Deed Records of Fort Bend County, Texas);

THENCE; South 11° 34' 10" East - 5445.63 feet along the Westerly line of said Dow Pipeline Company 30 foot wide easement to a 5/8 inch iron rod set for the most Southerly Southeast corner of this 3927.662 Acre Tract; Said corner being in the most Southerly line of said call 7454.008 Acre Tract;

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THENCE; Westerly, along the most Southerly line of said call 7454.008 Acre Tract, with the following courses and distances:

North 89° 57′ 50" West - 2710.89 feet to a 2 inch iron pipe by fence corner post found for corner;

South 89° 40′ 13" West - 4186.34 feet to a 1/2 inch iron pipe found for corner;

South 89° 45′ 41" West, at 2587.71 feet pass a concrete monument found for reference corner, in all 3462.96 feet to a 1/2 inch iron pipe found on the top bank of the Brazos River for the Southwest corner of this 3927.662 Acre Tract; Said corner being the Southwest corner of said call 7454.008 Acre Tract;

THENCE; Northwesterly, along the Westerly line of said call 7454.008 Acre Tract, being upstream along the meanders of the East Bank of the Brazos River, with the following courses and distances:

North 09° 41′ 26" West - 75.70 feet to a point for corner;

North 25° 45′ 25" West - 194.14 feet to a point for corner;

North 15° 20′ 40" West - 195.89 feet to a point for corner;

North 26° 09′ 05" West - 211.32 feet to a point for corner;

North 39° 17′ 48" West - 343.82 feet to a point for corner;

North 31° 31′ 54" West - 445.40 feet to a point for corner;

North 51° 58′ 02" West - 231.24 feet to a point for corner;

North 55° 03′ 40" West - 435.10 feet to a point for corner;

North 57° 53′ 05" West - 378.21 feet to a point for corner;

North 89° 16′ 59" West - 140.52 feet to a point for corner;

North 70° 13' 58" West - 216.74 feet to a point for corner;

North 69° 26' 10" West - 273.26 feet to a point for corner;

North 59° 09' 25" West - 528.48 feet to a point for corner;

North 49° 39' 58" West - 270.18 feet to a point for corner;

North 36° 14' 00" West - 521.29 feet to a point for corner;

North 41° 28' 27" West - 284.74 feet to a point for corner;

North 28° 01' 29" West - 172.20 feet to a point for corner;

North 20° 48' 53" West - 157.53 feet to a point for corner;

North 21° 43' 47" West - 202.71 feet to a point for corner;

North 14° 29' 56" West - 137.03 feet to a point for corner;

North 19° 21' 57" West - 163.58 feet to a point for corner;

North 14° 13' 14" West - 242.86 feet to a point for corner;

North 07° 55' 41" West - 479.65 feet to a point for corner;

North 06° 48' 33" West - 283.73 feet to a point for corner;

North 07° 40' 44" West - 848.83 feet to a point for corner;

North 15° 59' 31" West - 595.37 feet to a point for corner;

North 11° 07' 07" West - 621.44 feet to a point for corner;

North 00° 10′ 24″ East - 821.42 feet to a point for corner;

North 05° 00′ 59″ West - 834.69 feet to a point for corner;

North 45° 41′ 00″ East - 67.27 feet to a 5/8 inch iron rod set for the most Westerly Northwest corner of this 3927.662 Acre Tract; Said corner being in the centerline of a Houston Lighting and Power Company easement (Volume 486, Page 840; Volume 489, Page 526; Deed Records of Fort Bend County, Texas);

THENCE; Northeasterly, leaving the East bank of the Brazos River and crossing said call 7454.008 Acre Tract, along the centerline of said Houston Lighting and Power Company easement, with the following courses and distances:

South 89° 25′ 55″ East - 1118.01 feet to a 5/8 inch iron rod set for corner;

North 80° 10′ 45″ East - 8155.99 feet to a 5/8 inch iron rod set for corner;

North 86° 47′ 05″ East - 4936.25 feet to a 5/8 inch iron rod set for corner in a Northerly line of said call 7454.008 Acre Tract; Said corner bears South 88° 37′ 00″ East - 484.90 feet from an iron railroad "T" rail found for interior corner of said call 7454.008 Acre Tract;

THENCE; South 88° 37′ 00″ East - 1084.61 feet along a Northerly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod set for angle point corner;

THENCE; North 89° 52′ 00″ East - 3052.09 feet continuing along the Northerly line of said call 7454.008 Acre Tract to a 12 inch fence corner post found for interior corner of this 3927.662 Acre Tract; Said corner being an interior corner of said call 7454.008 Acre Tract;

THENCE; North 00° 25′ 50″ West - 1495.70 feet along an interior line of said call 7454.008 Acre Tract to a 7 inch fence corner post found for re-entrant corner of this 3927.662 Acre Tract; Said corner being a re-entrant corner of said call 7454.008 Acre Tract;

THENCE; North 89° 58′ 38″ East - 2909.44 feet along a Northerly line of said call 7454.008 Acre Tract to an 8 inch fence corner post found for the most Northerly Northeast corner of this 3927.662 Acre Tract; Said corner being an interior corner of said call 7454.008 Acre Tract;

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THENCE; South 00° 13' 05" East - 1494.76 feet along an Easterly line of said call 7454.008 Acre Tract to an iron railroad "T" rail found by fence corner post for re-entrant corner of this 3927.662 Acre Tract; Said corner being a re-entrant corner of said call 7454.008 Acre Tract;

THENCE; North 89° 35' 46" East - 3193.16 feet along Northerly line of said call 7454.008 Acre Tract to the **PLACE OF BEGINNING** of and containing 3927.662 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

STATE OF TEXAS REGISTERED C. TIM GRIFFITH 4349 PROFESSIONAL LAND SURVEYOR

SAVE AND EXCEPT FOR THE 22.618 ACRE TRACT OF LAND DESCRIBED AS FOLLOW, TO WIT:

AS PER ORIGINAL

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ■ FAX (713) 491-0423

June 14, 1995

A FIELD NOTE DESCRIPTION of 22.618 Acres of Land being a 200 foot wide drainage easement over and across the Northwesterly portion of a 3927.662 Acre Tract being a portion of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the David Fitzgerald Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly, along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distance:

South 89° 35′ 46″ West - 3193.16 feet to a railroad rail found for corner;

North 00° 13′ 05″ West - 1494.76 feet to an 8 inch corner post found for corner:

South 89° 58′ 38″ West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25′ 50″ East - 1495.70 feet to a 12 inch corner post found for corner:

South 89° 52′ 00″ West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88° 37′ 00″ West - 1084.61 feet to a 5/8 inch iron rod set for corner in the centerline of a 250 foot wide Houston Lighting and Power Company easement (Volume 489, Page 526, Deed Records of Fort Bend County, Texas);

THENCE; South 86° 47′ 05″ West - 4753.09 feet along the centerline of said Houston Lighting and Power Company easement being along the Northerly line of said 3927.662 Acre Tract to a point for the Northeast corner of and PLACE OF BEGINNING for this 22.618 Acre Easement Tract;

AS PER ORIGINAL

THENCE; South 19° 39′ 59" West, at 135.67 feet pass the Southeasterly line of said Houston Lighting and Power Company easement (250 feet wide at this point), in all 352.75 feet to a point for the Southeast corner of this 22.618 Acre Easement Tract;

THENCE; Southwesterly, along a line 200.00 feet perpendicular distance Southeasterly of and parallel to the Southeasterly line of said Houston Lighting and Power Company easement, with the following courses and distances:

South 86° 47′ 05" West - 137.92 feet to a point for corner;

South 89° 47′ 15" West - 73.50 feet to a point for corner;

South 80° 10′ 45" West - 4545.56 feet to a point for the Southwest corner of this 22.618 Acre Easement Tract; Said corner being in the Easterly line of a 200 foot wide drainage easement (Volume 1928, Page 1394; Official Records of Fort Bend County, Texas);

THENCE; North 01° 27′ 18" East - 203.94 feet along the Easterly line of said 200 foot wide drainage easement to a point for the most Westerly Northwest corner of this 22.618 Acre Easement Tract; Said corner being in the Southeasterly line of said Houston Lighting and Power Company easement (200 feet wide at this point);

THENCE; Northeasterly, along the Southeasterly line of said Houston Lighting and Power Company easement, with the following courses and distances:

North 80° 10′ 45" East - 4522.49 feet to a point for corner;

North 89° 47′ 15" East - 85.07 feet to a point for interior corner of this 22.618 Acre Easement Tract; Said corner being in the Easterly line of a 58 foot wide Houston Lighting and Power Company easement (Volume 473, Page 127; Deed Records of Fort Bend County, Texas);

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THENCE; North 19° 39′ 59" East - 131.19 feet along the Easterly line of said 58 foot wide Houston Lighting and Power Company easement to a point for the most Northerly Northwest corner of this 22.618 Acre Easement Tract; Said corner being in the Northwesterly line of said 3927.662 Acre Tract;

THENCE; Northeasterly, along the Northwesterly line of said 3927.662 Acre Tract being along the centerline of said Houston Lighting and Power Company easement (Volume 489, Page 526; Deed Records of Fort Bend County, Texas), with the following courses and distances:

North 80° 10′ 45" East - 35.91 feet to a 5/8 inch iron rod set for corner;

North 86° 47′ 05" East - 183.16 feet to the PLACE OF BEGINNING of and containing 22.618 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

NOTE: Not a field survey.

EXHIBIT "B" - TRACT TWO AS PER ORIGINAL

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ▪ FAX (713) 491-0423

June 5, 1995

A FIELD NOTE DESCRIPTION of 28.239 Acres of Land being a portion of the original Sienna Plantation, Ltd. call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly, along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distance:

South 89° 35′ 46" West - 3193.16 feet to a railroad rail found for corner;

North 00° 13′ 05" West - 1494.76 feet to an 8 inch corner post for corner:

South 89° 58′ 38" West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25′ 50" East - 1495.70 feet to a 12 inch corner post found for corner:

South 89° 52′ 00" West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88° 37′ 00" West - 1084.61 feet to a 5/8 inch iron rod set for corner in the centerline of a 250 foot wide H.L.&P. easement (Volume 489, Page 526, Deed Records of Fort Bend County, Texas);

THENCE; Southwesterly, along the centerline of said H.L.&P. easement being along the Northerly line of said 3927.662 Acre Tract, with the following courses and distances:

South 86° 47′ 05" West - 4936.25 feet to a 5/8 inch iron rod set for corner;

AS PER ORIGINAL

Field Note Description
Tract 1
28.239 Acres of Land
June 5, 1995
Page Two (2)

South 80° 10′ 45″ West, at 1063.20 feet pass the Easterly right-of-way of Sienna Parkway proposed realignment (160 feet wide), in all 1247.01 feet to a point in the Westerly right-of-way line of said Sienna Parkway proposed realignment for the Southeast corner of and PLACE OF BEGINNING for this 28.239 acre tract;

THENCE; South 80° 10′ 45″ West - 1074.40 feet along the centerline of said Houston Lighting and Power Company easement (200 feet wide at this point) and along the Northwesterly line of said 3927.662 acre tract to the Southwest corner of this 28.239 acre tract;

THENCE; North 19° 39′ 59″ East - 1440.14 feet to a point for the Northwest corner of this 28.239 acre tract;

THENCE; South 86° 57′ 17″ East - 976.01 feet to a point in the Westerly right-of-way line of said proposed Sienna Parkway realignment (160 feet wide) for the Northeast corner of this 28.239 acre tract;

THENCE; South 19° 39′ 59″ West - 1190.47 feet along the Westerly right-of-way line of said proposed Sienna Parkway realignment to the PLACE OF BEGINNING of and containing 28.239 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

Note: Not a field survey.

EXHIBIT "B" - TRACT THREE

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ■ FAX (713) 491-0423

June 5, 1995

A FIELD NOTE DESCRIPTION of 21.761 Acres of Land being a portion of the original Sienna Plantation, Ltd. call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly, along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distance:

South 89° 35′ 46" West - 3193.16 feet to a railroad rail found for corner;

North 00° 13′ 05" West - 1494.76 feet to an 8 inch corner post for corner:

South 89° 58′ 38" West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25′ 50" East - 1495.70 feet to a 12 inch corner post found for corner:

South 89° 52′ 00" West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88° 37′ 00" West - 1084.61 feet to a 5/8 inch iron rod set for corner in the centerline of a 250 foot wide Houston Lighting & Power easement (Volume 489, Page 526, Deed Records of Fort Bend County, Texas);

THENCE; Southwesterly, along the centerline of said Houston Lighting & Power easement being along the Northerly line of said 3927.662 Acre Tract, with the following courses and distances:

South 86° 47′ 05" West - 4936.25 feet to a 5/8 inch iron rod set for corner;

AS PER ORIGINAL

Field Note Description
Tract 2
21.761 Acres of Land
June 5, 1995
Page Two (2)

South 80° 10′ 45" West - 127.82 feet to a point being the Southeast corner of and PLACE OF BEGINNING for this 21.761 Acre Tract.

THENCE; South 80° 10′ 45" West - 1063.20 feet along the centerline of said Houston Lighting and Power Company easement (200 feet wide at this point) and along the Northwesterly line of said 3927.662 acre tract to a point in the Easterly right-of-way line of the Sienna Parkway proposed realignment for the Southwest corner of this 21.761 Acre Tract;

THENCE; North 19° 39′ 59" East - 1147.75 feet along the Easterly right-of-way line of said proposed Sienna Parkway realignment (160 feet wide) to a point for the Northwest corner of this 21.761 Acre Tract;

THENCE; South 86° 57′ 17" East - 965.84 feet to a point for the Northeast corner of this 21.761 Acre Tract;

THENCE; South 19° 39′ 59" West - 900.68 feet to the PLACE OF BEGINNING of and containing 21.761 Acre Tract.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

Note: Not a field survey.

AS PER ORIGINAL

EXHIBIT "B" - TRACT FOUR

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ■ FAX (713) 491-0423

June 16, 1995

A FIELD NOTE DESCRIPTION of 50.000 Acres of Land being a portion of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the David Fitzgerald Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at an oil well sucker rod found marking the most Easterly Northeast corner of said call 7454.008 Acre Tract; said corner being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way and being the Southeast corner of a call 3.9 Acre Tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas); said corner being the most Easterly Northeast corner of a 3927.662 Acre Tract; THENCE; Westerly, along the Northerly lines of said call 7454.008 Acre Tract and along the Northerly lines of said 3927.662 Acre Tract, with the following courses and distance:

South 89° 35' 46" West - 3193.16 feet to a railroad rail found for corner;

North 00° 13' 05" West - 1494.76 feet to an 8 inch corner post found for corner:

South 89° 58' 38" West - 2909.44 feet to a 7 inch corner post found for corner;

South 00° 25' 50" East - 1495.70 feet to a 12 inch corner post found for corner:

South 89° 52' 00" West - 3052.09 feet to a 5/8 inch iron rod set for corner;

North 88° 37' 00" West - 1084.61 feet to a 5/8 inch iron rod set for corner in the centerline of a 250 foot wide Houston Lighting and Power Company easement (Volume 489, Page 526, Deed Records of Fort Bend County, Texas);

THENCE: Southwesterly, along the centerline of said Houston Lighting and Power Company easement being along the Northerly line of said 3927.662 Acre Tract, with the following courses and distances:

AS PER ORIGINAL

Field Note Description
4.000 Acres of Land
June 16, 1995
Page Two (2)

South 86° 47' 05" West - 4936.25 feet to a 5/8 inch iron rod set for corner;

South 80° 10' 45" West - 7516.12 feet to a point for corner in the Westerly line of a levee easement (Volume 1928, Page 1405; Official Records of Fort Bend County, Texas); Said corner being the Southeast corner of and PLACE OF BEGINNING for this 50.000 Acre Tract;

THENCE; Westerly, continuing along the centerline of said Houston Lighting and Power Company easement (200 feet wide at this point) and along the Northerly line of said 3927.662 Acre Tract, with the following courses and distances:

South 80° 10' 45" West - 639.87 feet to a 5/8 inch iron rod set for corner;

North 89° 25' 55" West - 1118.01 feet to a 5/8 inch iron rod set on the bank of the Brazos River for the Southwest corner of this 50.000 Acre Tract; Said corner being the Northwest corner of said 3927.662 Acre Tract;

THENCE; Northeasterly, upstream along the meanders of the bank of said Brazos River, with the following courses and distances:

North 45° 41' 00" East - 183.72 feet to a point for corner;

North 44° 12' 03" East - 623.09 feet to a point for corner;

North 31° 47' 07" East - 230.34 feet to a point for corner;

North 21° 49' 54" East - 622.35 feet to a point for corner;

North 16° 11' 43" East - 304.85 feet to a point for corner;

North 03° 28' 13" East - 139.75 feet to a point for the Northwest corner of this 50.00 Acre Tract;

AS PER ORIGINAL

Field Note Description
4.000 Acres of Land
June 16, 1995
Page Three (3)

THENCE; East - 1113.91 feet to a point for the Northeast corner of this 50.000 Acre Tract; Said corner being in the Westerly line of a levee easement (Volume 1928, Page 1345; Official Records of Fort Bend County, Texas);

THENCE; Southerly, along the Westerly line of said levee easement, with the following courses and distances:

South 14° 39' 10" West - 264.95 feet to a point for corner;

South 12° 57' 40" West - 384.60 feet to a point for corner;

South 18° 27' 40" West - 800.00 feet to a point for corner; Said corner being the Southwest corner of said levee easement and being the Northmost corner of a levee easement (Volume 1928, Page 1405; Official Records of Fort Bend County, Texas);

THENCE; South 05° 39' 59" East - 294.22 feet along the Westerly line of said levee easement (Volume 1928, Page 1405; Official Records of Fort Bend County, Texas) to the PLACE OF BEGINNING of and containing 50.000 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

NOTE: Not a field survey.

EXHIBIT C

EXHIBIT "C" - Tract One

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(713) 491-1550 ■ FAX (713) 491-0423

June 12, 1995

A FIELD NOTE DESCRIPTION of 1035.486 Acres of Land being a portion of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the Thomas Barnett Survey, Abstract No. 7, in the David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. (This tract lies wholly within the William Hall Survey, Abstract No. 31.)

BEGINNING at a 3/4 inch iron pipe found for the Southeast corner of said call 7454.008 Acre Tract; Said corner being in the Westerly line of the abandoned Missouri Pacific Railroad Company right-of-way and being in the call Southerly line of said William Hall Survey, Abstract No. 31; Said corner being in the Southeast corner of and PLACE OF BEGINNING for this 1035.486 Acre Tract;

THENCE; North 89° 57′ 50" West - 7727.46 feet along the Southerly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod set for the Southwest corner of this 1035.486 Acre Tract; Said corner being the most Southerly Southeast corner of a 3927.662 Acre Tract;

THENCE; North 11° 34′ 10" West - 5445.63 feet along an Easterly line of said 3927.662 Acre Tract being along the Westerly line of the Dow Pipeline Company 30 foot wide pipeline easement (Volume 578, Page 463; Deed Records of Fort Bend County, Texas) to a 5/8 inch iron rod set for the Northwest corner of this 1035.486 Acre Tract; Said corner being an interior corner of said 3927.662 Acre Tract;

THENCE; Northeasterly, along a Southerly line of said 3927.662 Acre Tract being along a line in the roadbed of the abandoned Sugarland Railroad, with the following courses and distances:

North 89° 15′ 27" East - 524.66 feet to a 5/8 inch iron rod set for corner;

South 87° 51′ 22" East - 1305.27 feet to a 5/8 inch iron rod set for corner;

North 88° 54′ 09" East - 1397.60 feet to a 5/8 inch iron rod set for corner;

South 89° 43′ 05″ East - 1002.25 feet to a 5/8 inch iron rod set for corner;

North 85° 07′ 09″ East - 592.61 feet to a 5/8 inch iron rod set for corner;

North 80° 58′ 23″ East - 1524.11 feet to a 5/8 inch iron rod set for corner;

North 80° 37′ 38″ East - 1128.72 feet to a 5/8 inch iron rod set for corner;

North 82° 32′ 26″ East - 824.81 feet to a 5/8 inch iron rod found for the most Northerly Northeast corner of this 1035.486 Acre Tract; Said corner being an interior corner of said 3927.662 Acre Tract and being an interior corner of a call 41.0874 Acre Tract (Volume 1895, Page 1299; Official Records of Fort Bend County, Texas);

THENCE; Southerly, leaving a Southerly line of said 3927.662 Acre Tract along an Easterly line of said call 7454.008 Acre Tract and along the Westerly line of said call 41.0874 Acre Tract, with the following courses and distances:

South 49° 45′ 34″ East - 10.70 feet to a 1/2 inch iron rod found for corner;

South 07° 42′ 05″ West - 900.06 feet to a 2 inch iron pipe found for the Southwest corner of said call 41.0874 Acre Tract;

THENCE; Southerly, continuing along the Easterly line of said call 7454.008 Acre Tract and along the Westerly line of the original Jesse Warren Tracts of Land (Volume 262, Page 367; Deed Records of Fort Bend County, Texas), with the following courses and distances:

South 05° 12′ 14″ West - 199.85 feet to a 2 inch iron pipe found for corner;

South 00° 05′ 14″ West - 586.07 feet to a 5/8 inch iron rod set for interior corner of this 1035.486 Acre Tract;

Field Note Description
1035.486 Acres of Land
June 12, 1995
Page Three (3)

THENCE; South 80° 12′ 10″ East - 1104.20 feet along an interior line of said call 7454.008 Acre Tract and along the Southerly line of said original Jesse Warren Tracts of Land to a 3/4 inch iron pipe found for the most Easterly Northeast corner of this 1035.486 Acre Tract;

THENCE; South 05° 34′ 07″ West - 4047.38 feet along the Easterly line of said call 7454.008 Acre Tract being along the Westerly line of said abandoned Missouri Pacific Railroad Company right-of-way to the PLACE OF BEGINNING of and containing 1035.486 Acres of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349

STATE OF TEXAS
REGISTERED
C. TIM GRIFFITH
4349
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "C" - Tract Two

FIELD NOTES OF AN 18.4326 ACRE TRACT OF LAND IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 18.0 ACRE TRACT OF LAND BEQUEATHED TO STELLA WARREN BY INSTRUMENT RECORDED IN VOLUME 2550, PAGE 508 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 262, PAGE 367 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: WITH ALL BEARINGS HEREIN BEING BASED UPON THE WEST LINE OF THE OLD MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, HAVING A RIGHT-OF-WAY WIDTH OF 100 FEET, AS BEING SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST;

BEGINNING at a 2 inch iron pipe found in the west line of the Old Missouri Pacific Railroad Right-of-Way, having a right-of-way width of 100 feet (abandoned), marking the southeast corner of that certain called 41.0874 acre tract of land conveyed to James Bute IV, as described by instrument recorded in Volume 1895, Page 1299 of the Official Records Fort Bend County, Texas (O.R.F.B.C.T.), and the northeast corner of the herein described tract;

THENCE South 02 degrees 14 minutes 29 seconds West, along the west line of the said Old Missouri Pacific Railroad, a distance of 778.28 feet to a 1/2 inch iron pipe set marking an exterior corner of that certain called 7,454.008 acre tract of land conveyed to the Sienna Plantation, Ltd., as described by instrument recorded in Volume 951, Page 578 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.), and the southeast corner of the herein described tract, from which a found 3/4 inch Galvanized Iron Pipe (G.I.P.), bears South 83 degrees 20 minutes 52 seconds East, 9.30 feet;

THENCE North 83 degrees 20 minutes 52 seconds West, along a line of the said 7,454.008 acre tract, a distance of 1,054.09 feet to a 1/2 inch iron pipe found marking an interior corner of the said 7,454.008 acre tract and the southwest corner of the herein described tract, from which a found 5/8 inch iron rod bears North 77 degrees 15 minutes 09 seconds West, 40.90 feet;

THENCE North 06 degrees 36 minutes 08 seconds West, along an easterly line of the said 7,454.008 acre tract, a distance of 598.09 feet to a 2 inch iron pipe found marking the southwest corner of the residue of a called 3.00 acre tract, described by instrument recorded in Volume 262, Page 367 of the D.R.F.B.C.T. and the lower northwest corner of the herein described tract;

THENCE South 82 degrees 50 minutes 58 seconds East, along the south line of the said residue tract, a distance of 315.42 feet to a 1/2 inch iron pipe set marking the southeast corner of the said residue tract and an interior corner of the herein described tract;

THENCE North 02 degrees 14 minutes 33 seconds East, along the east line of the said residue tract, a distance of 201.44 feet to a 1/2 inch iron pipe set in the south line of the said 41.0874 acre tract, marking the upper northwest [illegible] of the he[illegible] described tract, from which a found 2 inch iron pipe bears North 83 degrees 03 minutes 09 seconds West, a distance of 39.02 feet, another 2 inch iron pipe bears North 83 degrees 03 minutes [illegible] seconds West, a distance of 315.33 feet;

THENCE South 83 degrees 03 minutes 09 seconds East, along the south line of the said 41.0874 acre tract, a distance of 831.45 feet to the **POINT OF BEGINNING** and containing 18.4326 acres of land, more or less.

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

EXHIBIT D

Allocation of Association Expenses for General Assessments

(A) Determination of Equivalent Units. Subject to the provisions of Section 3 of Article III of the Declaration, the funds to be raised through General Assessments levied upon the Lots, Tracts, and Condominium Units within the Properties to pay the Association Expenses shall be allocated based upon the number of "***Equivalent Units***" assigned to a particular Lot, Tract, or Condominium Regime relative to the total number of Equivalent Units assigned to all Lots, Tracts, or Condominium Regimes within the Properties. The total number of Equivalent Units assigned to each Lot, Tract, or Condominium Regime shall be determined as follows:

Each Lot, Tract and Condominium Regime in the Properties shall be assigned Equivalent Units based upon the land use classification into which it falls, as designated on the master land use plan or actual use. In the event that the land use classification for a particular Lot, Tract, or Condominium Regime is not apparent, the determination of land use classification made by the applicable Developer shall be controlling. The number of Equivalent Units assigned to each Lot, Tract, or Condominium Regime shall be as follows:

Land Use Classification	Equivalent Units
Unplatted land planned for single family residential use	4 per acre (rounded to the nearest one-half acre)
Lot	1.00
Tracts developed with Residences (occupied or certified for occupancy by governmental authority)	1.00 per Residence
Other Residences	1.00
Unimproved Tract intended for nonresidential use	8 per acre (rounded to the nearest one-half acre)
Improved Commercial Tract	8 per acre (rounded to the nearest one-half acre) + 0.2 per 1,000 square feet of gross floor area within improvements
Condominium Regime	8 per acre comprising the Condominium Tract on which the Condominium Regime has been established (rounded to the nearest one-half acre) + 0.2 per 1,000 square feet of gross floor area within the improvements located on the Condominium Tract

Golf Course Tract	0.1 per acre (rounded to the nearest one-half acre)

(B) Calculation of Assessment. The percentage of the total General Assessment to be levied on a particular Lot or Tract or to be attributed to a Condominium Regime and paid by the Condominium Association shall be computed by dividing the number of Equivalent Units assigned to such Lot, Tract, or Condominium Regime by the total number of Equivalent Units assigned to all Lot, Tracts, and Condominium Regimes within the Properties, then multiplying the resulting percentage by the total General Assessment.

For example, assuming 500 total Equivalent Units in the Properties and a total General Assessment of $50,000.00, if a particular Lot, Tract, or Condominium Regime is assigned an Equivalent Unit of 1.0, the Assessment levied on such Lot or Tract or attributed to such Condominium Regime would be $100.00 (i.e., 1.0/500 x $50,000.00 = $100.00)

As set forth in detail in Article III of the Declaration, the Condominium Association having jurisdiction over a Condominium Regime has the sole discretion to determine the manner in which the total General Assessment attributed to the Condominium Regime will be collected from the Condominium Unit Owners and has the sole discretion to determine the percentage of the total General Assessment attributed to the Condominium Regime to be collected from each Condominium Unit Owner.

The Land Use Classification and number of Equivalent Units assigned to each Lot, Tract, or Condominium Regime and the percentage of the total General Assessment to be levied on each Lot or Tract or to be attributed to each Condominium Regime shall be computed at least annually as a part of the budget process outlined in the Declaration. Notice of the percentages for each Lot, Tract, or Condominium Regime (including a summary of the computations) shall be sent to each Member together with the notice of the General Assessment.

2025079247
ELECTRONICALLY RECORDED
Official Public Records
8/4/2025 3:22 PM

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: $ 27.00

SIENNA

**FIRST AMENDMENT TO THE
THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SIENNA
(SIENNA PROPERTY OWNERS ASSOCIATION)**

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

FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA (SIENNA PROPERTY OWNERS ASSOCIATION)

THE STATE OF TEXAS	§	
	§	
COUNTY OF FORT BEND	§	

This First Amendment to the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna (Sienna Property Owners Association) (this "***Amendment***") is made by Sienna/Johnson Development, L.P., a Texas limited partnership ("***Declarant***").

RECITALS:

Declarant filed that certain Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna (Sienna Property Owners Association) in the Official Public Records of Fort Bend County, Texas under Clerk's File No. 2025078227, as same has been and may be amended and supplemented from time to time (the "***Declaration***").

Article XI, Section 5. of the Declaration provides that, until the termination of the Class B Control Period, the Declaration may be amended unilaterally at any time and from time to time by the Declarant for any purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

As of the date of this Amendment, the Class B Control Period has not terminated.

Declarant desires to amend the Declaration in a manner that has no material adverse effect upon any right of any Owner.

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Amendment, the capitalized terms used in this Amendment are defined as set forth in the Declaration, which definitions are incorporated in this Amendment for all purposes by this reference.

AMENDMENT:

Pursuant to the authority granted to Declarant in the Declaration, Declarant amends the Declaration as follows:

1. Article I, Section 40. of the Declaration, the defined term "***Property***", "***Properties***", or "***Sienna***", is amended and restated in its entirety to read as follows:

> SECTION 40. "***Property***", "***Properties***", or "***Sienna***" shall mean and refer to (i) the Initial Subdivisions, (ii) such other portions of the Sienna Property that have been or may be annexed into the Properties and made subject to the jurisdiction of the Association by a Developer in accordance with Section 1 of Article IX hereof, (iii) such other property as has been or

may be annexed into the Property and made subject to the jurisdiction of the Association in accordance with Section 2 of Article IX hereof, and (iv) any other property which has been made subject to this Declaration and to the jurisdiction of the Association, including, but not limited to, Shipman's Landing Sections 12B, 13D, and 22B, as defined in Article XI, Section 13 of the Declaration.

2. Article XI, Section 13. of the Declaration, entitled "***Shipman's Landing Sections 12B, 13D, and 22B***", is added to the Declaration to read as follows:

<u>SECTION 13.</u> <u>SHIPMAN'S LANDING SECTIONS 12B, 13D, AND 22B</u>

Pursuant to those certain Joinders by Owners recorded in the Official Public Records of Fort Bend County, Texas (the "***Joinders***"), the Lots in the following Sections are encumbered by and subject to the provisions of this Declaration and to the jurisdiction of the Association:

(a) Sienna Village of Shipman's Landing Section Twelve-B, as more particularly described by the map or plat thereof recorded under File No. 20010384 in the Plat Records of Fort Bend County, Texas ("***Section 12B***");

(b) Sienna Village of Shipman's Landing Section Thirteen-D, as more particularly described by the map or plat thereof recorded under File No. 20050045 in the Plat Records of Fort Bend County, Texas ("***Section 13D***"); and

(c) Sienna Village of Shipman's Landing Section Twenty-Two B, as more particularly described by the map or plat thereof recorded under File No. 20060050 in the Plat Records of Fort Bend County, Texas ("***Section 22B***").

Section 12B, Section 13D, and Section 22B are collectively referred to herein as "***Shipman's Landing Sections 12B, 13D, and 22B***".

In addition to the provisions of this Declaration, the Lots within the Shipman's Landing Sections 12B, 13D, and 22B are encumbered by and subject (i) to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.), recorded in the Official Public Records of Fort Bend County, Texas under Clerk's File Number 2012104699, as same has been and may be amended and supplemented from time to time, and (ii) to the jurisdiction of Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association.

Except as amended by this Amendment, all provisions in the Declaration remain in full force and effect. The provisions of the Declaration that are not being amended by this Amendment are being restated in this Amendment for ease of reference and the purpose of completeness. The lien created in the Declaration is not disturbed by this Amendment and continues to be in full force and effect from the date the Declaration was recorded.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Fort Bend County, Texas.

DECLARANT:

SIENNA/JOHNSON DEVELOPMENT, L.P.,
a Texas limited partnership

By: Sienna/Johnson Development GP, L.L.C.,
a Texas limited liability company, its
general partner

By: ______________
Printed: Alvin San Miguel
Its: Vice President

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, a notary public, on this day personally appeared Alvin San Miguel, Vice President of Sienna/Johnson Development GP, L.L.C., a Texas limited liability company, the general partner of Sienna/Johnson Development, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that s/he executed this instrument for the purposes and in the capacity expressed in this instrument.

Given under my hand and seal of office this 1st day of August, 2025.

DANA LYNN IPPOLITI
Notary Public, State of Texas
Comm. Expires 07-08-2029
Notary ID 125356755

Dana L Ippoliti
Notary Public in and for the State of Texas