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ROBERT D. BURTON
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
RBURTON@WINSTEAD.COM



**SIENNA PLANTATION COMMERCIAL
DEVELOPMENT TRACT DECLARATION**
[Sienna Plantation Business Association, Inc.]

*A Commercial Master Planned Community in
Fort Bend County, Texas*

COMMERCIAL DEVELOPMENT TRACTS 4, 5 AND 6

Declarant: TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company

Cross reference to Sienna Plantation Commercial Amended and Restated Master Covenant [Sienna Plantation Business Association, Inc.], recorded as Document No. 2016024161 in the Official Public Records of Fort Bend County, Texas, as amended from time to time; and that certain Notice of Annexation of Sienna Plantation Commercial [Sienna Plantation Business Association, Inc.] for Commercial Development Tracts 4, 5 and 6, recorded as Document No. 2023039653 in the Official Public Records of Fort Bend County, Texas.

SIENNA PLANTATION COMMERCIAL
DEVELOPMENT TRACT DECLARATION
COMMERCIAL DEVELOPMENT TRACTS 4, 5 AND 6

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**SIENNA PLANTATION COMMERCIAL
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[Sienna Plantation Business Association, Inc.]

COMMERCIAL DEVELOPMENT TRACTS 4, 5 AND 6

This Sienna Plantation Commercial Development Tract Declaration *[Sienna Plantation Business Association, Inc.]* for Commercial Development Tracts 4, 5 and 6 (the "Development Tract Declaration"), is made by TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company (the "Declarant"), and is as follows:

RECITALS

A. This Development Tract Declaration is Recorded with respect to three Tracts being 1.484 acres, 2.900 acres and 3.351 acres of land located in Fort Bend County, Texas, as more particularly described on Attachment 1, attached hereto and incorporated herein (the "Commercial Development Tract" referred to herein as the "Development Tract").

B. Pursuant to that one certain Notice of Annexation of Sienna Plantation Commercial *[Sienna Plantation Business Association, Inc.]* for Commercial Development Tracts 4, 5 and 6, recorded as Document No. 2023039653 in the Official Public Records of Fort Bend County, Texas (the "Notice of Annexation"), the Development Tract is subject to the terms and provisions of that certain Sienna Plantation Commercial Amended and Restated Master Covenant *[Sienna Plantation Business Association, Inc.]*, recorded as Document No. 2016024161 in the Official Public Records of Fort Bend County, Texas, as amended from time to time (the "Master Covenant").

A Development Tract is a portion of Sienna Plantation Commercial which is subject to the terms and provisions of the Master Covenant. A Development Tract Declaration includes specific restrictions which apply to the Development Tract, in addition to the terms and provisions of the Master Covenant.

C. Declarant intends for this Development Tract Declaration to serve as one of the "Development Tract Declarations" permitted under the Master Covenant and desires that the Development Tract described and identified in Recital A hereinabove will constitute one of the Development Tracts which are permitted, contemplated and defined under the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Tract and will be binding upon all parties having right, title, or interest in or to the Development Tract or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Tract, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Tract Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE 1. DEFINITIONS

Capitalized terms used but not defined in this Development Tract Declaration shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE 2. USE RESTRICTIONS

All of the Development Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Use Restrictions. No portion of the Development Tract may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies. For a period not to exceed twenty (20) years from the effective date of this Development Tract Declaration, no portion of the Development Tract may be used for residential purposes, as a hotel, bed and breakfast lodge, or any other overnight lodging without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. The Development Tract must be used in accordance with all zoning requirements, if any, applicable to the Development Tract. Without limiting the generality of the foregoing, no portion of the Development Tract may be used for: (a) a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items; (b) an auction house, flea market, pawn shop, thrift store or other store which sells used or "second-hand" merchandise; (c) a kennel or other business involving the boarding or care of animals, provided that a veterinary clinic where overnight boarding of animals in connection with treatment of animals shall not be prohibited; (d) an establishment for sale of automobiles, trucks, mobile homes, or recreational

motor vehicles; (e) a night club, bar, lounge, or tavern; (f) a dance hall (except a professional dance instruction studio), ballroom, discotheque or game parlor; (g) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); (h) a sexually oriented massage parlor; (i) a gambling establishment or betting parlor; (j) a mortuary, crematorium or funeral home; or (k) any use which is illegal or which, in the reasonable opinion of the Board, is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or hazardous by reason of excess danger of fire or explosion.

2.02 Trash. Owners and Tenants shall place trash entirely within trash receptacles located within the Development Tract, which receptacles must be approved as to location and design by the Sienna Plantation Commercial Reviewer, and may not place trash outside, next to, or on top of the receptacle. Boxes and large objects shall be crushed or broken down before being placed into a trash receptacle. Trash receptacles shall remain closed at all times when not in use. Owners and Tenants shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

2.03 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain within the Development Tract so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Tract except within enclosed structures or appropriately screened from view. No racing vehicles or other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible from Ordinary Public View or to be parked on any roadway within the Development Tract. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles within the Development Tract is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to the Development Tract. Vehicles with signage for advertising purposes are prohibited from parking in the Development Tract.

Mobile homes are prohibited.

2.04 Animals. No domestic household pets, non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any type of domesticated or non-domesticated animal shall be kept, maintained, or cared for in the Development Tract. No kennels or breeding operation will be allowed. Notwithstanding the above, (a) seeing-eye dogs and other qualified and authorized service animals are permitted within the Development Tract, including elevators, and (b) the foregoing will not prohibit the operation of veterinary clinics that provide overnight boarding of animals in connection with treatment of animals on the Development Tract.

2.05 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed within any portion of the Development Tract without the prior written approval of the Sienna Plantation Commercial Reviewer; provided, however, that:

(a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(c) an antenna that is designed to receive television broadcast signals;

(collectively, (a) through (c) are referred to herein as the "**Permitted Antennas**"), will be permitted subject to reasonable requirements as to location and screening as may be set forth in Rules adopted by the Sienna Plantation Commercial Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. A master antenna, cable, or other communication system may be installed for the benefit of all or any portion of the Development Tract, provided that such master antenna, cable, or other communication system is approved in advance and in writing by the Sienna Plantation Commercial Reviewer. A Permitted Antenna exists at the sole risk of the Owner and/or Tenant. The Association does not insure the Permitted Antenna and is not liable to the Owner or the Tenant for any loss or damage to the Permitted Antenna from any cause.

UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE SIENNA PLANTATION COMMERCIAL REVIEWER, NO OWNER OR TENANT MAY INSTALL OR ERECT A SATELLITE DISH ON THE EXTERIOR WALL OR ROOF OF ANY IMPROVEMENT CONSTRUCTED ON THE DEVELOPMENT TRACT.

2.06 Signs. No sign of any kind may be displayed or remain visible from Ordinary Public View within any portion of the Development Tract without the prior written approval of the Sienna Plantation Commercial Reviewer, except for:

- (a) signs erected by the Declarant or erected with the advance written consent of the Declarant; and
- (b) permits as may be required by Applicable Law.

2.07 Exterior Illumination. All exterior illumination must be approved in advance and in writing by the Sienna Plantation Commercial Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

2.08 Storage and Loading Areas. Unless approved in advance and in writing by the Sienna Plantation Commercial Reviewer, no materials, supplies or equipment, including trucks or other motor vehicles, shall be stored upon any portion of the Development Tract except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

2.09 Screening. Unless otherwise approved in advance and in writing by the Sienna Plantation Commercial Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Sienna Plantation Commercial Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development Tract, except within enclosed structures, or appropriately screened from view. Unless otherwise approved in advance and in writing by the Sienna Plantation Commercial Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Sienna Plantation Commercial Reviewer.

2.10 Maintenance. Each Owner within the Development Tract, at its sole cost and expense, shall keep, or cause to be kept, such Owner's portion of the Development Tract, including the Improvements, and including any area between the property line of that Owner's portion of the Development Tract and any adjacent street curbs in a safe, clean, neat

and attractive condition and in compliance with Applicable Law. In the event an Owner fails to maintain such Owner's portion of the Development Tract as set forth in this Section 2.10, the Association may remedy such failure and recoup the costs of the failure as an Individual Assessment. Each Owner's obligations include, but shall in no way be limited to, the following:

- (a) All signage, exterior lighting and mechanical facilities will be kept in good working order.
- (b) All parking areas will be striped and all parking areas, driveways and roads will be kept in good repair and swept to the extent necessary to keep such areas clean and clear of debris.
- (c) All exteriors to any Improvements, including any signage, will be kept in good condition and repair and in a safe, clean, neat, orderly and attractive condition, including replacements, if necessary, and the exterior of all Improvements will be repainted as reasonably needed.
- (d) All lawn areas will be kept well groomed, alive and in an attractive condition, subject to all Applicable Law, including, without limitation, water rationing, and further subject to customary horticultural standards and practices.
- (e) All trees, shrubs, plants and ground cover will be kept well groomed, alive and in an attractive condition, subject to all Applicable Law, including, without limitation, water rationing, and further subject to customary horticultural standards and practices. Any dead tree, shrub, plant or ground cover will be removed and replaced promptly.

ARTICLE 3. CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Tract unless approved in advance and in writing by the Sienna Plantation Commercial Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Sienna Plantation Commercial Reviewer may, but shall not be required to, adopt Design Guidelines applicable to the Development Tract. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Sienna Plantation Commercial Reviewer as authorized by the Master Covenant.

3.02 Condominium Regime. No condominium regime will be impressed upon all or any portion of the Development Tract unless the declaration establishing the condominium regime has been approved in writing by the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. In the event that a condominium regime is impressed upon all or any portion of the Development Tract, the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period, may amend this Development Tract Declaration to the extent necessary to reflect that the provisions otherwise applicable to the Development Tract apply to each Condominium Unit.

3.03 Utility Lines. Unless otherwise approved by the Sienna Plantation Commercial Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Tract other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.04 Fences. No fence may be constructed on the Development Tract without the prior written consent of the Sienna Plantation Commercial Reviewer.

3.05 Concrete Truck Clean-Out Site. An Owner who commences construction on the Development Tract may designate a portion of the Development Tract, which must be approved in advance by the Sienna Plantation Commercial Reviewer, for the cleaning of concrete trucks used by such Owner or its subcontractors during construction (the "**Clean-Out Site**"). Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.05*, the Declarant or the Association may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1 1/2%) per month) will be assessed against and chargeable to any portion of the Development Tract owned by such Owner. Any such amounts assessed and chargeable hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.06 Owner's Obligation to Maintain Street Landscape Area. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Tract and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "**Association Landscape Area**"). If the Association assumes such responsibility as set forth herein, the Owner shall neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any street trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1 1/2%) per month) will be assessed against and chargeable to the Owner's Tract(s). Any such amounts assessed and chargeable against a Tract hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Tract(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.06 INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**ARTICLE 4.
DEVELOPMENT**

4.01 Addition of Land. Declarant may, at any time and from time to time with the consent of the then-current Owner(s) of the Development Tract, add additional portions of the Development to the Development Tract, upon the filing of a notice as hereinafter described, such portions of the Development will be considered part of the Development Tract for purposes of this Development Tract Declaration, and such portions of the Development will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Tract Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Tract Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Tract Declaration. To add land to the Development Tract, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

- (a) A reference to this Development Tract Declaration, which will include the recordation information thereof;
- (b) A statement that such land will be considered a part of the Development Tract for purposes of this Development Tract Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Tract Declaration will apply to the added land; and
- (c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development and remove and exclude from the burden of this Development Tract Declaration any portion of the Development Tract by the Recording of an instrument which strictly complies with the provisions set forth in this *Section 4.02*. Upon any such withdrawal, the covenants, conditions, restrictions and obligations set forth in this Development Tract Declaration will no longer apply to the portion of the Development Tract withdrawn. To withdraw lands from the Development Tract hereunder, until expiration or termination of the Development Period, Declarant will be required only to Record a notice of withdrawal which:

- (a) has been executed and acknowledged by:
 - (i) Declarant alone, so long as Declarant owns the entire Development Tract; or
 - (ii) Declarant and the then-current Owners of the Development Tract; and
- (b) contains a reference to this Development Tract Declaration, which will include the recordation information thereof;
- (c) contains a statement that the provisions of this Development Tract Declaration will no longer apply to the withdrawn land; and
- (d) sets forth a legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5. GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Tract Declaration will run with and bind the Development Tract, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Tract Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Tract Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Tract Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and

acknowledged by the then-current Owner(s) of the Development Tract and (i) the Declarant, acting alone; or (ii) by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws.

5.03 Notices. Any notice permitted or required to be given by this Development Tract Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.04 Interpretation. The provisions of this Development Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Tract, provided, however, that the provisions of this Development Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Tract. This Development Tract Declaration will be construed and governed under the laws of the State of Texas.

5.05 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Tract Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Tract Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Tract is hereby declared to be a violation of this Development Tract Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.07 Construction. The provisions of this Development Tract Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the

context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Tract Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 1 day of May, 2023.

DECLARANT:

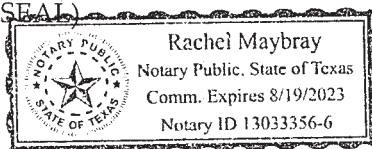
TOLL-GTIS PROPERTY OWNER, LLC,
a Texas limited liability company

By: 
Printed Name: JIMMIE F JENKINS
Title: AUTHORIZED REPRESENTATIVE

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 1 day of May, 2023
by JIMMIE F. JENKINS AUTH. REP. of Toll-GTIS Property Owner, LLC, a Texas limited
liability company, on behalf of said company.

(SEAL)




Notary Public Signature

ATTACHMENT 1
DEVELOPMENT TRACT PROPERTY DESCRIPTION

[See Attached.]

TRACT 4:

Being a tract containing 1.484 acres of land, located in the David Fitzgerald League, Abstract Number 25, in Fort Bend County, Texas; said 1.484 acre tract being a portion of a call 43.119 acre tract styled as Tract "D" and recorded in the name of Toll-GTIS Property Owner LLC in File Number 2013153798 of Official Records of Fort Bend County (O.R.F.B.C.); said 1.484 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Beginning at a 5/8-inch iron rod found at the northwesterly corner of Reserve "C", Sienna Section 45A, a subdivision recorded in Plat Number 20220012 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the easterly Right-of-Way (R.O.W.) line of Sienna Parkway (width varies) as dedicated in Plat Number 20150072 of the F.B.C.P.R.;

Thence, with said R.O.W. line, the following four (4) courses:

- 1) North 21 degrees 34 minutes 27 seconds East, a distance of 185.94 feet to a 5/8-inch iron rod found;
- 2) 30.78 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 03 degrees 31 minutes 40 seconds and a chord that bears North 19 degrees 48 minutes 37 seconds East, a distance of 30.78 feet to a 5/8-inch iron rod found;
- 3) 71.40 feet along the arc of a curve to the right, said curve having a radius of 7420.00 feet, a central angle of 00 degrees 33 minutes 05 seconds and a chord that bears North 18 degrees 19 minutes 19 seconds East, a distance of 71.40 feet to a 5/8-inch iron rod found;
- 4) 55.64 feet along the arc of a curve to the right, said curve having a radius of 35.00 feet, a central angle of 91 degrees 05 minutes 16 seconds and a chord that bears North 63 degrees 47 minutes 32 seconds East, a distance of 49.97 feet to a 5/8-inch iron rod found on the southerly R.O.W. line of Scanlan Trace (width varies) as dedicated in aforesaid Sienna Section 45A;

Thence, with said R.O.W. line, the following five (5) courses:

- 1) South 70 degrees 39 minutes 49 seconds East, a distance of 28.78 feet to a 5/8-inch iron rod found;
- 2) 68.55 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a central angle of 13 degrees 05 minutes 33 seconds and a chord that bears South 77 degrees 12 minutes 36 seconds East, a distance of 68.40 feet to a 5/8-inch iron rod found;

3) South 83 degrees 45 minutes 22 seconds East, a distance of 63.47 feet to a 5/8-inch iron rod found;

4) 35.31 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a central angle of 06 degrees 44 minutes 36 seconds and a chord that bears South 80 degrees 23 minutes 05 seconds East, a distance of 35.29 feet to an "X" in concrete set;

5) 44.05 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 100 degrees 57 minutes 59 seconds and a chord that bears South 26 degrees 31 minutes 47 seconds East, a distance of 38.57 feet to a 5/8-inch iron rod found on the westerly R.O.W. line of Scanlan Plaza (50-feet wide) as dedicated in aforesaid Sienna Section 45A;

Thence, with said R.O.W. line, the following three (3) courses:

1) South 23 degrees 57 minutes 12 seconds West, a distance of 5.63 feet to a 5/8-inch iron rod found;

2) 51.59 feet along the arc of a curve to the left, said curve having a radius of 525.00 feet, a central angle of 05 degrees 37 minutes 50 seconds and a chord that bears South 21 degrees 08 minutes 17 seconds West, a distance of 51.57 feet to a 5/8-inch iron rod found;

3) South 18 degrees 19 minutes 21 seconds West, a distance of 73.53 feet to a 5/8-inch iron rod found at the southwesterly terminus of said Scanlan Plaza;

Thence, with said southerly terminus, South 71 degrees 40 minutes 39 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod found at the westerly corner of Reserve "T", said Sienna Section 45A and being on the northerly line of aforesaid Reserve "C";

Thence, with said northerly line, South 77 degrees 16 minutes 18 seconds West, a distance of 367.56 feet to the Point of Beginning and containing 1.484 acres of land.

TRACT 5:

Being a tract containing 2.900 acres of land, located in the David Fitzgerald League, Abstract Number 25, in Fort Bend County, Texas; Said 2.900 acre tract being a portion of a call 43.119 acre tract styled as Tract "D" and recorded in the name of Toll-GTIS Property Owner LLC in File Number 2013153798 of Official Records of Fort Bend County (O.R.F.B.C.); said 2.900 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of a call 14.243 acre tract recorded in the name of Sienna/Johnson Development, L.P. in File Number 2017142042 of the O.R.F.B.C., a northwesterly corner of aforesaid 43.119 acre tract and being on the easterly Right-of-Way (R.O.W.) line of Sienna Parkway (160-feet wide) as recorded in Plat Numbers 20080028 and 20150072 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, with said R.O.W. line, 373.12 feet along the arc of a curve to the left, said curve having a radius of 7420.00 feet, a central angle of 02 degrees 52 minutes 52 seconds and a chord that bears South 24 degrees 46 minutes 16 seconds West, a distance 373.08 feet to a 5/8-inch iron rod found at the Point of Beginning of the herein described tract;

Thence, leaving said R.O.W. line, through and across aforesaid 43.119 acre tract, the following two (2) courses:

- 1) South 66 degrees 02 minutes 48 seconds East, a distance of 284.18 feet to a 5/8-inch iron rod found;
- 2) South 23 degrees 57 minutes 12 seconds West, a distance of 441.46 feet to a 5/8-inch iron rod found on the westerly R.O.W. line of Scanlan Plaza (50-feet wide) as recorded in Sienna Sec 45A, a subdivision recorded in Plat Number 20220012 of the F.B.C.P.R.;

Thence, with said R.O.W. line, 39.20 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89 degrees 50 minutes 52 seconds and a chord that bears South 68 degrees 52 minutes 38 seconds West, a distance of 35.31 feet to an "X" in concrete set on the northerly R.O.W. line of Scanlan Trace (width varies) as recorded in said Sienna Sec 45A;

Thence, with said R.O.W. line, the following five (5) courses:

- 1) 45.25 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a central angle of 08 degrees 38 minutes 31 seconds and a chord that bears North 61 degrees 52 minutes 40 seconds West, a distance of 45.21 feet to a 5/8-inch iron rod found;

2) North 57 degrees 33 minutes 25 seconds West, a distance of 63.48 feet to a 5/8-inch iron rod found;

3) 68.63 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a central angle of 13 degrees 06 minutes 24 seconds and a chord that bears North 64 degrees 06 minutes 37 seconds West, a distance of 68.48 feet to a 5/8-inch iron rod found;

4) North 70 degrees 39 minutes 49 seconds West, a distance of 28.73 feet to a 5/8-inch iron rod found;

5) 55.43 feet along the arc of a curve to the right, said curve having a radius of 35.00 feet, a central angle of 90 degrees 44 minutes 17 seconds and a chord that bears North 25 degrees 17 minutes 40 seconds West, a distance of 49.82 feet to a 5/8-inch iron rod found on the aforesaid easterly R.O.W. line of Sienna Parkway;

Thence, with said R.O.W. line, 421.66 feet along the arc of a curve to the right, said curve having a radius of 7420.00 feet, a central angle of 03 degrees 15 minutes 22 seconds and a chord that bears North 21 degrees 42 minutes 09 seconds East, a distance of 421.61 feet to the Point of Beginning and containing 2.900 acres of land.

TRACT 6:

Being a tract containing 3.351 acres of land, located in the David Fitzgerald League, Abstract Number 25, in Fort Bend County, Texas; said 3.351 acre tract being a portion of a call 43.119 acre tract styled as Tract "D" and recorded in the name of Toll-GTIS Property Owner LLC in File Number 2013153798 of Official Records of Fort Bend County (O.R.F.B.C.); said 3.351 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Beginning at a 5/8-inch iron rod found at the southwesterly corner of a call 14.243 acre tract recorded in the name of Sienna/Johnson Development, L.P. in File Number 2017142042 of the O.R.F.B.C., a northwesterly corner of aforesaid 43.119 acre tract and being on the easterly Right-of-Way (R.O.W.) line of Sienna Parkway (160-feet wide) as recorded in Plat Numbers 20080028 and 20150072 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, with the southerly line of said 14.243 acre tract, South 66 degrees 02 minutes 48 seconds East, a distance of 328.86 feet to a 5/8-inch iron rod found;

Thence, through and across said 43.119 acre tract, and partially with the westerly line of Sienna Sec 45B, a subdivision recorded in Plat Number 20110153 of the F.B.C.P.R. and Sienna Sec 45A, a subdivision recorded in Plat Number 20220012 of the F.B.C.P.R., South 23 degrees 57 minutes 12 seconds West, a distance of 807.24 feet to a 5/8-inch iron rod found at the northeasterly terminus of Scanlan Plaza (50-feet wide) as recorded in said Sienna Sec 45A;

Thence, with the northerly line of said Scanlan Plaza, North 66 degrees 02 minutes 48 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod found;

Thence, through and across aforesaid 43.119 acre tract, the following two (2) courses:

1) North 23 degrees 57 minutes 12 seconds East, a distance of 434.19 feet to a 5/8-inch iron rod found;

2) North 66 degrees 02 minutes 48 seconds West, a distance of 284.18 feet to a 5/8-inch iron rod found on the aforesaid easterly R.O.W. line of Sienna Parkway;

Thence, with said R.O.W. line, 373.12 feet along the arc of a curve to the right, said curve having a radius of 7420.00 feet, a central angle of 02 degrees 52 minutes 52 seconds and a chord that bears North 24 degrees 46 minutes 16 seconds East, a distance of 373.08 feet to the Point of Beginning and containing 3.351 acres of land.