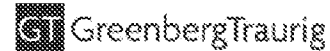


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SIENNA PLANTATION COMMERCIAL AMENDED AND RESTATED MASTER COVENANT (Sienna Plantation Business Association, Inc.)

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

THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN CHARTER FOR SIENNA SOUTH COMMERCIAL PROPERTIES RECORDED IN INSTRUMENT NO. 2010126007, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.05 BELOW.

Declarant: TOLL-GTIS Property Owner, LLC, a Texas limited liability company



SIENNA PLANTATION COMMERCIAL AMENDED AND RESTATED MASTER COVENANT (Sienna Plantation Business Association, Inc.)

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SIENNA PLANTATION COMMERCIAL AMENDED AND RESTATED MASTER COVENANT (Sienna Plantation Business Association, Inc.)

This Sienna Plantation Commercial Amended and Restated Master Covenant (Sienna Plantation Business Association, Inc.) (the “**Master Covenant**”) is made by **TOLL-GTIS Property Owner, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

RECITALS:

A. UST-PRU SIENNA, L.P., a Delaware limited partnership (the “**Original Declarant**”) previously executed and recorded that certain Charter for Sienna South Commercial Properties, recorded as Document No. 2010126007, Official Public Records of Fort Bend County, Texas, as amended (the “**Original Covenant**”).

B. The Original Declarant owned certain real property located in Fort Bend County, Texas, as more particularly described on Exhibit “A”, attached hereto and incorporated herewith (the “**Property**”). Pursuant to the Original Covenant, the Original Declarant set forth its intent to create a uniform plan for the improvement, development and sale of the Property.

C. Declarant is the current Owner of the Property. Pursuant to that certain Assignment and Assumption of Founder’s Rights, recorded as Document No. 2013153800 in the Official Public Records of Fort Bend County, Texas, Original Declarant assigned all of its rights, title and interest in, to and under the Original Covenant, as “Founder” under the Original Covenant, to Declarant.

D. Pursuant to *Section 20.2(a)* of the Original Covenant, during the “Founder Control Period,” as defined in the Original Covenant, the “Founder”, as defined in the Original Covenant, may unilaterally amend the Original Covenant for any purpose. The “Founder Control Period” as defined in the Original Covenant is still in effect.

E. Pursuant to *Section 20.2(a)* of the Original Covenant, Declarant desires to amend and hereby so does amend and restate the Original Covenant in its entirety, as set forth in this Master Covenant.

F. Portions of the Property may be made subject to this Master Covenant upon the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Master Covenant, and the Development in turn will be comprised of separate Development Tracts (as defined below) which

will be governed by and subject to separate Development Tract Declarations (as defined below) in addition to this Master Covenant.

No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Annexation is Recorded. A Notice of Annexation may only be Recorded by Declarant.

PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT TRACT	
“Property”	Described on <u>Exhibit “A”</u> . This is the land that <u>may be made</u> subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation. Declarant has no obligation to annex all or any portion of the Property to this Master Covenant.
“Development”	This is the portion of the Property that <u>has been made</u> subject to this Master Covenant through the Recording of a Notice of Annexation.
“Development Tract”	This is a portion of the Development. Each Development Tract may be made subject to a Development Tract Declaration.

G. This Master Covenant serves notice that upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Master Covenant.

NOW, THEREFORE, it is hereby declared that: (a) those portions of the Property as and when made subject to this Master Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (b) each contract or deed conveying those portions of the Property which are made subject to this Master Covenant 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.

This Master Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Master Covenant, the text of this Master Covenant will control.

ARTICLE 1

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Covenant will have the meanings hereinafter specified:

“Applicable Law” means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, and any other applicable building codes, zoning restrictions, permits and

ordinances adopted by the City (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Assessment" or **"Assessments"** means assessments imposed by the Association under this Master Covenant.

"Assessment Unit" has the meaning set forth in *Section 5.09*.

"Association" means Sienna Plantation Business Association, Inc., a Texas nonprofit corporation, which was created by Original Declarant and will exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

"Board" means the Board of Directors of the Association.

"Bulk Rate Contract" or **"Bulk Rate Contracts"** means one or more contracts which are entered into by the Association for the provision of services of any kind or nature to the Tracts and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial to the Development. Each Bulk Rate Contract must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

"Bylaws" mean the Bylaws of the Association as adopted and as amended from time to time.

"Certificate" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"City" means the City of Missouri City, Texas, a Texas home rule municipality.

"Common Area" means any property or facilities that the Association owns or in which it otherwise holds rights or obligations, including, but not limited to, any property or facilities held by Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the Recorded written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"Community Enhancement Covenant" means that separate Recorded instrument containing covenants, restrictions, conditions and/or limitations, to which portions of the Property are subjected

for the purposes of authorizing the Association to levy, collect and administer such that certain "Community Enhancement Fee" as further defined therein and for such other purposes as set forth therein.

"Condominium Unit" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Tract Declaration for commercial or live/work purposes.

"Declarant" means **TOLL-GTIS Property Owner, LLC**, a Texas limited liability company. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Master Covenant.

Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These special rights are described in this Master Covenant. Many of these rights do not terminate until either Declarant: (a) has sold all Tracts or Condominium Units which may be created out of the Property; or (b) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of Declarant's rights established under the terms and provisions of this Master Covenant to one or more third-parties.

"Design Guidelines" mean the standards for design, construction of Improvements, landscaping and exterior items proposed to be placed on any Tract or Condominium Unit, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time, including, but not limited to any supplemental guidelines which may be adopted from time to time for portions of the Development. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. At Declarant's option, the Sienna Plantation Commercial Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Tract, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Tract Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish a Design Guidelines for the Property, the Development, or any portion thereof.

"Development" refers to all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.

"Development Period" means the period of time beginning on the date when this Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

“Development Tract” means any part of the Development (less than the whole), which Development Tract may be subject to a Development Tract Declaration in addition to being subject to this Master Covenant.

“Development Tract Declaration” means, with respect to any Development Tract, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Tract is subjected.

“District” means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas and Chapters 49 and 54, Texas Water Code; or (c) any other similarly constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

“Documents” means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, Bylaws, the Policy Manual, the Community Enhancement Covenant, the Design Guidelines (if adopted), any applicable Development Tract Declaration, any applicable Notices of Annexation as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Master Covenant or any Development Tract Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 for a summary of the Documents.

“Improvement” means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, utility lines, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, reservoirs, pipes, pumps, wells, tanks, lines, meters, antennas, water features, fences, gates, walls or retaining walls, garages, streets, roadways, driveways, sidewalks, parking areas and/or facilities, buildings, warehouses, storage facilities, exterior air conditioning equipment, exterior fixtures, poles, signs, signage, mailboxes, awnings, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

“Majority” means more than half.

“Manager” has the meaning set forth in *Section 3.05(h)*.

“Master Covenant” means this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject hereto by one or more Notices of Annexation Recorded pursuant to *Section 9.05* below.

“Material Adverse Effect” means any act, event, occurrence, change in facts, conditions or other change or effect which has been or could reasonably be expected to be materially adverse to any Owner or its assignee within the Development Tract, its business, operations or results of operations, its development or build-out opportunities, its financial condition or any material asset (including, without limitation, all or any portion of the Development or Improvements thereon owned or occupied by an Owner or its assignee).

“Member” means each person or entity that holds membership privileges in the Association.

"Mortgage" means any mortgage or deed of trust securing indebtedness and covering any Tract or Condominium Unit.

"Mortgagee" means the holder of any Mortgage.

"Notice of Annexation" means the Recorded notice executed by Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant in accordance with *Section 9.05* below. A Notice of Annexation may also subject a portion of the Property to a previously Recorded Development Tract Declaration.

"Notice of Plat Recordation" means the Recorded notice executed by Declarant for the purpose of more clearly identifying specific Tracts subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat and withdrawing those portions of the Property which are included on the Plat but not shown as a Tract from the terms and provisions of this Master Covenant.

"Ordinary Public View" means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare, or sidewalk, Common Area, Special Common Area or the Residential Development.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Tract or Condominium Unit and in no event shall mean any Tenant. A Mortgagee who acquires title to a Tract or Condominium Unit through a deed in lieu of foreclosure or through foreclosure is an Owner. A Person or entity having an ownership interest merely as security for the performance of an obligation is not an Owner. Every Owner is a Member of the Association.

"Plat" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"Policy Manual" means the policy manual, which may be initially adopted and Recorded by Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended or modified, from time to time, by a Majority of the Board. Upon expiration or termination of the Development Period, the Policy Manual must be approved in advance and in writing by Declarant.

"Property" means all of that certain real property described on Exhibit "A", attached hereto, that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Master Covenant.

"Record, Recording, Recordation and Recorded" means recorded in the Official Public Records of Fort Bend County, Texas.

"Rules" mean any instrument, however denominated, which may be initially adopted by Declarant as part of the Policy Manual, or subsequently adopted by the Board, for the regulation and management of the Development, including any amendments to those instruments. During the Development Period, any amendment to the Rules must be approved in advance and in writing by Declarant, unless such approval is otherwise waived by Declarant in its sole discretion.

“Service Area” means a group of Tracts and/or Condominium Units designated as a separate Service Area pursuant to this Master Covenant for purpose of receiving benefits or services from the Association which are not provided to all Tracts and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Tracts. A Tract or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

“Service Area Assessments” means those Assessments levied against the Tracts and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

“Service Area Expenses” means the estimated or actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include reserves for operations, capital repairs, and replacements.

“Sienna Plantation Commercial Reviewer” means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Sienna Plantation Commercial Reviewer will automatically be transferred to the ARC appointed by the Board, as set forth in *Section 6.02* below.

“Special Common Area” means any interest in real property or improvements which benefits certain Tract(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, which is designated by Declarant in a Notice of Annexation, Development Tract Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area for the exclusive use and/or the obligation to pay Special Common Area Assessments by the Owners of such Tract(s), Condominium Unit(s), or portion(s) of the Development attributable thereto, and which have been or will be conveyed to the Association, or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association, as set forth in *Section 2.05*.

“Special Common Area Assessments” means assessments levied against the Tracts and/or Condominium Units as described in *Section 5.05*.

“Special Common Area Expenses” means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

“Tenant” means a tenant, user, occupant or other non-Owner of a Tract.

“Tract” means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat, other than Common Area, Special Common Area, or a Tract on which a condominium regime has been established. All or any portion of the Development which is not so platted or subject to the condominium form of ownership on the date this Master Covenant is Recorded shall be designated as a singular Tract for the purpose of this Master Covenant, until such time as additional Tracts are established herein.

“Voting Group” has the meaning set forth in *Section 3.04(d)* below.

“Working Capital Assessment” means a one-time Assessment payable to the Association upon transfer of title to a Tract or Condominium Unit as described in *Section 5.08*, for the purpose of establishing working capital, which may include the use of such amounts by the Association to discharge operating expenses.

TABLE 1: DOCUMENTS	
Master Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.
Community Enhancement Covenant (Recorded)	Establishes fee payable to the Association for enhancement purposes within the Development.
Notice of Annexation (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of this Master Covenant and any applicable Development Tract Declaration.
Development Tract Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a nonprofit corporation under Texas law.
Bylaws (Recorded)	Governs the Association’s internal affairs, such as elections, meetings, etc.
Policy Manual (Recorded)	Establishes the Rules and policies governing the Association.
Design Guidelines (if adopted, Recorded)	If adopted, govern the design and architectural standards for the construction of Improvements and modifications thereto. Declarant will have no obligation to establish a Design Code for the Development.
Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
Board Resolutions (adopted by the Board of the Association)	Documented decision-making by the Board to establishes rules, policies, and procedures for the Association.
Notice of Plat Recordation (Recorded)	Identifies specific Tracts on a Plat and upon Recordation, withdraws all Property other than Tracts from the terms and provisions of this Master Covenant. Declarant shall have no obligation to Record a Notice of Plat Recordation.

ARTICLE 2

GENERAL RESTRICTIONS

2.01 General.

(a) Conditions and Restrictions. All Tracts and Condominium Units within the Development to which a Notice of Annexation has been Recorded in accordance with

Section 9.05, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT UNTIL A NOTICE OF ANNEXATION HAS BEEN RECORDED.**

(b) Compliance with Applicable Law and the Documents. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule or restriction which may be applicable to a Tract or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Tract or Condominium Unit. Furthermore, an approval by the Sienna Plantation Commercial Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Tract or Condominium Unit. The Association, each Owner, Tenant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

(c) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from Declarant during the Development Period and the Board thereafter of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"), unless obtaining such approval is waived in writing, in the sole and absolute discretion of Declarant or the Board, as applicable. In the event of a conflict between the Regulatory Submission Items approved pursuant to the Preliminary Regulatory Approval and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to obtain a final Preliminary Regulatory Approval. If granted, the Preliminary Regulatory Approval shall be conditional ONLY and any Improvements to be constructed in accordance with the Regulatory Submission Items must be submitted by the Owner to the Sienna Plantation Commercial Reviewer for approval in accordance with *Section 6.04(a)* below. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Approval of Project Names. Each Owner is advised that the name used to identify any Development Tract or any portion thereof for marketing or identification purposes must be approved in advance and in writing by Declarant during the Development Period.

(e) Development Amenities. A Development Tract may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Tract, as reasonably determined by Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (a) the Association; or (b) another entity

designated by Declarant or a Majority of the Board, as applicable, including but not limited to any then-existing District. Alternatively, Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Tract, subject to an easement in favor of other Owner(s) and Tenants, as designated by Declarant or a Majority of the Board, as applicable (*e.g.*, ingress and egress over and across the driveways constructed within the Development Tract).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance or transfer is approved in advance and in writing by Declarant during the Development Period, or a Majority of the Board after expiration or termination of the Development Period.

2.02 Incorporation of Development Tract Declarations. Upon Recordation of a Development Tract Declaration such Development Tract Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but will apply only to portions of the Property made subject to the Development Tract upon the Recordation of one or more Notices of Annexation. To the extent of any conflict between the terms and provisions of a Development Tract Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

2.03 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the “**Conceptual Plans**”) are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that actual land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any other developer of or contractor upon any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development. It is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans, or any statement made by Declarant or any of Declarant’s representatives regarding proposed land uses, or proposed or planned Improvements, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Tract or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or to any proposed or actual changes in the Conceptual Plans as they may be amended or modified from time to time.

The Development is a master planned community which will be developed over a number of years. The plans, land uses, projected Improvements, Assessments, and Documents are subject to change from time to time, without notice or obligation to notify.
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2.04 Provision of Benefits and Services to Service Areas.

(a) **Designated in Recorded Instrument.** Declarant, in a Notice of Annexation Recorded pursuant to *Section 9.05* or in any written Recorded notice, may assign Tracts and/or

Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Tracts and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Annexation or any written Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Tracts and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) Designated by Owner Petition. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Tracts and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (a) special benefits or services which are not provided to all Tracts and/or Condominium Units; or (b) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Tracts and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Tract and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Tracts and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Tracts and/or Condominium Units within such Service Area as a Service Area Assessment.

2.05 Designation of Special Common Areas. During the Development Period, Declarant may designate, in a Notice of Annexation, a Development Tract Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or Improvements which benefits certain Tract(s), Condominium Unit(s), or one or more portion(s) of but less than all of, the Development, as Special Common Area for the exclusive use of the Owner(s) of such Tract(s), Condominium Unit(s), or portion(s) of the Development. Such Owners shall have the obligation to pay Special Common Area Assessments for the exclusive use of such Special Common Area. Any portion of the Development designated as Special Common Area shall be conveyed to the Association, or the Association shall be granted rights or obligations with respect to such Special Common Area, or such Special Common Area shall otherwise be held by Declarant for the benefit of the Association. The Notice of Annexation, Development Tract Declaration, or other Recorded written instrument designating such Special Common Area will identify the Tract(s), Condominium Unit(s), or other portion(s) of the Development assigned to such Special Common Area. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owner(s) of the Tract(s), Condominium Unit(s) or portion(s) of the Development to which the Special Common Area is assigned.

ARTICLE 3
SIENNA PLANTATION BUSINESS ASSOCIATION, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Covenant.

3.02 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Tract or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Tract or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Tract or Condominium Unit.

(b) Easement of Enjoyment – Common Area. Every Member of the Association will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Tract or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Tract or Condominium Unit remains past due or for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) The right of the Board with the advance written approval of Declarant during the Development Period, to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of Declarant, during the Development Period, and the Board thereafter or with the advance written approval of Declarant during the Development

Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Tract or Condominium Unit which has been assigned use of Special Common Area in a Notice of Annexation, Development Tract Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Tract or Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant during the Development Period to grant additional Tracts or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Annexation, Development Tract Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Tract or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iv) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written consent of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of Declarant, during the Development Period, and the Board thereafter or with the advance written consent of Declarant during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

3.03 Governance.

(a) Board of Directors; Officers. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Master Covenant to the contrary, until the expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all members of the Board. Declarant may terminate its right as to the appointment and removal of one or more or all the Board members by the Recordation of a termination notice executed by Declarant. In the event Declarant terminates its right to appoint and remove less than all of the Board members, the Board positions to which the termination applies will be elected by the Members. Each Board member elected by the Members in accordance with the foregoing sentence will be elected for a term of one (1) year.**

At such time as Declarant no longer has or terminates the right to appoint and remove any members of the Board as provided in this *Section 3.03*, the President of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Board member for a three (3) year term, one (1) Board member for a two (2) year term, and one (1) Board member for a one (1) year term. Upon expiration of the term of a Director elected by the Members as provided herein, his or her successor will be elected by the Members for a term of two (2) years. A Board member takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

It is not presently intended that the majority of the Development will be restricted to residential use, thus rendering Chapter 209 of the Texas Property Code inapplicable to Development or the Association. However, in the event it is determined that Section 209.00591 of the Texas Property Code applies to the Development and/or the Association, then subject to the provisions set forth therein, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the “**Initial Member Election Meeting**”), which Board member(s) must be elected by Owners other than Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds ($\frac{2}{3}$) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

(b) Advisory Committees. Subject to the requirements otherwise set forth in *Section 6.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may but is not required to include Declarant and/or one (1) or more Board members to a committee for any purpose; provided, that any such committee shall serve in an advisory capacity only with the sole powers of: (a) recommending action to the Board; and (b) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

3.04 Voting Allocation. The method of voting and the number of votes which may be cast for election of Board members (except as provided by *Section 3.03*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) **Owners.** Each Owner of a Tract or Condominium Unit will be allocated the number of votes for such Tract or Condominium Unit so owned as determined by Declarant, which determination will be set forth in the Notice of Annexation attributable to the Tract or Condominium Unit(s). Declarant will determine such votes in its sole and absolute discretion in accordance with the formula set forth on **Exhibit "B"**. Declarant's determination regarding the number of votes to which such Owners will be entitled will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative vote allocation in the event all or a portion of a Tract is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or a Majority of the Board, after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Tract or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Tract or Condominium Unit if the actual use of the Tract or Condominium Unit or the Improvements actually constructed on the Tract or Condominium Unit differ from the anticipated use of the Tract or Condominium Unit or Improvements contemplated to be constructed thereon at the time the Notice of Annexation was originally Recorded. In the event of a modification to the votes allocated to a Tract or Condominium Unit, Declarant, or the Board, as applicable, may Record an amended Notice of Annexation setting forth the revised allocation of votes attributable to the Tract or Condominium Unit.

(b) **Declarant.** In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(c) **Co-Owners.** Any co-Owner may cast the vote for the Tract or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Tract or Condominium Unit protests to the secretary prior to the close of balloting. In the absence of a Majority agreement, the Tract's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Tract or Condominium Unit exceed the total votes to which such Tract or Condominium Unit is otherwise entitled pursuant to this *Section 3.04*.

(d) **Voting Groups.** Voting Groups permit Owners in separate portions of the Development the opportunity to be represented on the Board and to avoid situations in which one or more, but less than all, Owners are able to elect all Board members. Declarant hereby reserves the right to create and group certain Tracts and/or Condominium Units into Voting Groups as set forth in a Recorded written notice and to establish rules and procedures applicable thereto. If established, then upon the expiration or termination of the Development Period, the Owners within such Voting Groups will vote on a separate slate of Board member candidates, with each Voting Group electing an equal number of Board members, and any additional Board member elected at large by all Members. Voting Groups and any rules and

procedures attributable thereto will be established, if at all, not later than the date of the expiration or termination of the Development Period. Such designation may be amended from time to time by Declarant, acting alone, during the Development Period by a Recorded written instrument. The designation of Voting Groups and the rules and procedures attributable thereto may be amended by Declarant from time to time. An amendment to a Voting Group designation shall not constitute an amendment to this Master Covenant, and no consent or approval to modify such Voting Group designation shall be required except as stated in this paragraph.

3.05 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Policy Manual, as applicable, which are not in conflict with this Master Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Policy Manual and any modifications thereto, proposed by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to protect the Association and carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Tract or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Tract or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Tract or the Condominium Unit so entered, will be deemed an Individual Assessment against such Tract or Condominium Unit, will be secured by a lien upon such Tract or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and

maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Tract, or in any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Tract(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND TENANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, 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 3.05(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.05(g)* must be approved in advance and in writing by Declarant. In addition, the Association (with the advance written approval of Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant (the “**Manager**”), to manage and operate the Association, its real or personal property, including any Common Area or Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board, or Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Service Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant.

(m) Property Ownership. To acquire, own and dispose of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon. All Rules

governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon must be approved in advance and in writing by Declarant during the Development Period.

(p) Relationships with Districts and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area, to any District or non-profit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, or the Members. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**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 multiple-use facilities within the Development and allow 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.

3.06 Common Area and Special Common Area. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Master Covenant. Such property will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Development and/or the general public subject to any restrictions set forth in the deed or other instrument conveying, transferring or assigning such property to the Association. Upon Declarant's written request during the Development Period, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer,

committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.08 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.05* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Tract or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Tract or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Tenant of such Owner's Tract or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Tenant of such Owner's Tract or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. Declarant, or any affiliate of Declarant with Declarant's consent, during the Development Period, and the Board, with Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any individual or entity. Any or all of such services may be provided either: (a) directly through the Association and paid for as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the Community Services and Systems. In the event Declarant, or any affiliate of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or affiliate of Declarant may enter into an agreement with the Association with respect to the Community Services and Systems provided. In the event Declarant, or any affiliate of Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, Declarant, or the affiliate of Declarant, may assign any or all of the rights or obligations of Declarant, or the affiliate of Declarant, under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. Declarant and the Association, or any of their respective affiliates, Board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to any refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

3.11 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Tracts or Condominium Units owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.12 Administration of Common Area, Special Common Area, or Service Area. The administration of the Common Area, the Special Common Area, or the Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, the Special Common Area, the Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE 4 **INSURANCE**

4.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Tract or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Tract or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Tract, a Condominium Unit, or any Improvements or personal property located on a Tract or within a Condominium Unit.

4.02 Restoration Requirements. In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Sienna Plantation Commercial Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to the same exterior condition which existed prior to the damage or destruction thereof within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage or destruction. Unless otherwise approved by the Sienna Plantation Commercial Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements which have been damaged or destroyed, as determined by the Sienna Plantation Commercial Reviewer, in its sole and absolute discretion. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Tract or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid

at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be levied as an Individual Assessment chargeable to the Owner's Tract or Condominium Unit. **EACH OWNER AND TENANT HEREBY INDEMNIFIES , RELEASES AND HOLDS HARMLESS THE ASSOCIATION, 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 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST 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.**

4.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5

COVENANT FOR ASSESSMENTS

5.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Tract and Condominium Unit in amounts determined pursuant to *Section 5.09(b)* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Tract or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Tract and all Improvements thereon, each such Condominium Unit (such lien, with respect to any Tract or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Tract or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each condominium association established by a condominium regime imposed upon all or a portion of the Development Tract will collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien

against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Tracts and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

5.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget to establish the estimated net expenses of the Association ("**Annual Budget**") by setting forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which (c) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. The Regular Assessments shall be set at a level which is sufficient to fund the estimated net expenses of the Association as reflected on the Annual Budget, as determined by the Board in its sole and absolute discretion, and such amount shall thereafter be levied against each Tract and Condominium Unit. The Board's determination as to the amount of the Regular Assessments to be levied will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever, in the Board's sole discretion, such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all

Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first (1st) day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget estimating the Special Common Area Assessments which will be needed to cover estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area (the "**Special Common Area Budget**"). The Special Common Area Budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.06 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated either: (a) equally among Tracts or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Tracts or Condominium Units within the Service Area; or (c) based on the benefit received among all Tracts and Condominium Units in the benefited Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general fund.

5.07 Individual Assessments. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner's Tract or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Tract or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Tenants of the Owner's Tract or Condominium Unit; (h) common expenses that benefit fewer than all of the Tracts or Condominium Units, which may be assessed according to benefit received; and (i) fees or charges levied against the Association on a per-Tract or per-Condominium Unit basis.

5.08 Working Capital Assessment.

(a) **Due Upon Sale.** Each Owner (other than Declarant) will pay a one-time Working Capital Assessment to the Association in such amount, if any, as may be determined by Declarant, during the Development Period, and by the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Tract or Condominium Unit, including upon transfer of title from one Owner

of such Tract or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Tracts or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Tracts or Condominium Units then being made subject to such levy. The Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by Declarant or a duly authorized officer of the Board, as applicable, setting forth the amount of the Working Capital Assessment and the Tract(s) or Condominium Unit(s) to which it applies.

(b) Exempt Transfers. Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, during the Development Period, or the Board thereafter, will determine application of any exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. Declarant during the Development Period, and the Board thereafter, will have the power to waive the payment of any Working Capital Assessment attributable to any or all Tracts or Condominium Units by the Recordation of a waiver notice or in the Notice of Annexation, which waiver may be temporary or permanent.

5.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Tract or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (a) equally among Tracts or Condominium Units within the Service Area; (b) based on Assessment Units; or (c) based on the benefit received among all Tracts and Condominium Units in the Service Area.

(b) Assessment Unit. Each Tract and Condominium Unit will be allocated that number of Assessment Units set forth in the Notice of Annexation attributable to such Tract or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion in accordance with the formula set forth on Exhibit "B". Declarant's determination regarding the number of Assessment Units applicable to each Tract or Condominium Unit will be final, binding and conclusive. A Notice of Annexation may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Tract is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Tract or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units

previously assigned to a Tract or Condominium Unit if the actual use of the Tract or Condominium Unit or Improvements actually constructed on the Tract or Condominium Unit differ from the anticipated use of the Tract or Condominium Unit or Improvements contemplated to be constructed thereon at the time of Recording of the Notice of Annexation. In the event of a modification to the Assessment Units allocated to a Tract or Condominium Unit, Declarant or the Board, as applicable, may Record an amended Notice of Annexation setting forth the revised allocation of Assessment Units attributable to the Tract or Condominium Unit.

(c) Declarant Exemption. Notwithstanding anything in this Master Covenant to the contrary, no Assessments will be levied upon Tracts or Condominium Units owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (a) exempt any un-platted or unimproved portion of the Development, or any Tract or Condominium Unit from Assessments; (b) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Tract or Condominium Unit; or (c) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Tract or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

5.10 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Tract or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Tract or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.11 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Tract or Condominium Unit against which such Assessments are levied. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Tract or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by Applicable Laws (including usury laws) on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent (1.5%) per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Tract and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and

charges against such Tract or Condominium Unit, except only for (a) tax and governmental assessment liens; and (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Tract or Condominium Unit in question. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract or Condominium Unit covered by such lien and a description of the Tract or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Tract or Condominium Unit subject to this Master Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Tract or Condominium Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Tract or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Tenant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Tract or Condominium Unit will not

relieve the Owner of such Tract or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Tract or Condominium Unit and on the date of such conveyance Assessments against the Tract or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Master Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Tract or Condominium Unit, and such sums will be paid in preference to any other charges against the Tract or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Tract or Condominium Unit which are due and unpaid. The Owner conveying such Tract or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Tract or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Tract or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Tract or Condominium Unit from Declarant to a non-Declarant Owner.

5.13 Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by a District or other public authority or governmental or quasi-governmental entity;
- (b) The Common Area and the Special Common Area; and
- (c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Master Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Master Covenant by the Recording of a Notice of Annexation in accordance with *Section 9.05* below.

5.14 Fines and Damages Assessment.

(a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Tenant or an Owner's or Tenant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Policy Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, Tenant, or the Owner's or Tenant's guests, agents, or invitees. The Manager shall have authority to send notices to Owners, informing them of the alleged violations and asking such Owners to comply with the Documents, and/or informing such Owners of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against an Owner is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Master Covenant. Unless otherwise provided in this *Section 5.14*, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

5.15 Payments to SPCAI. Certain property adjacent to or located within close proximity to the Property (the "**Adjacent Property**") is or may become subject to one of the following: (a) that certain Sienna Plantation Master Covenant (Sienna Plantation Community Association, Inc.), recorded under Document No. 2015009465 of the Official Public Records of Fort Bend County, Texas (the "**SPCAI Restrictions**"), the terms and conditions of which are administered by the Sienna Plantation Community Association, Inc., a Texas nonprofit corporation ("**SPCAI**"); (b) that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.), recorded under Document No. 2012104699 in the Official Public Records of Fort Bend County, Texas, as amended (the "**SPRAI Restrictions**"); or (c) that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation, recorded at Document No. 9670899 in the Official Public Records of Fort Bend, Texas, as amended (the "**SPPOA Restrictions**"). The Adjacent Property shares certain boulevards which serve both the Property and the Adjacent Property (the "**Shared Boulevards**"). The Association shall pay an annual sum to SPCAI based upon the estimated costs to be incurred by SPCAI to landscape, maintain and irrigate the Shared Boulevards, pay utility costs associated with the Shared Boulevards and pay ad valorem taxes, if any, on the Shared Boulevards (the "**Estimated Shared Costs**"). On or before October 31st of each year, SPCAI shall submit to the Association a budget which shall include the Estimated Shared Costs for the upcoming year (the "**Shared Budget**"). The Shared Budget shall also include the total number of acres of land then subject to the SPCAI Restrictions, excluding public streets and right-of-ways, the SPCAI common areas (as defined in the SPCAI Restrictions) and the total number of acres of land then subject to this Master Covenant, excluding Common Area, public streets and right-of-ways. Any area less than a full acre shall be rounded up or down to the nearest acre. The Association shall have a period of ten (10) business days from the receipt of the Shared Budget to make inquiries about or dispute the Estimated Shared Costs or the calculated acreage as set forth in the Shared Budget. Based upon Billable Units, as such term is defined in that certain Shared Amenities and Cost Allocation Agreement, recorded as Document No. 2015009905 in the Official Public Records of Fort Bend County, Texas (the "**Sienna Shared Amenities Agreement**"), the Association shall pay to SPCAI a pro rata share of the Estimated Shared Costs to satisfy a pro rata share of SPCAI's obligations pursuant to the Sienna Shared Amenities Agreement. The Association's shall pay such costs to SPCAI no later than the January 31st following the receipt of the Shared Budget. If actual costs incurred by SPCAI in any given year are greater or less than the Estimated Shared Costs on the Shared Budget, the difference shall be added to or deducted from the following year's Estimated Shared Costs and set forth on such following year's Shared Budget. Each Owner, by accepting an interest in or title to a Tract or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee to the Association which is allocated as an Assessment under this *Section 5.15* for the purpose of meeting the Association's obligation to pay its annual portion of the Estimated Shared Costs to SPCAI, which fee may be levied and secured by the continuing lien on the Tract or Condominium Unit and may be charged and enforced in the same manner as any other Assessment and Assessment lien arising under this *Article 5*.

ARTICLE 6
SIENNA PLANTATION COMMERCIAL REVIEWER

6.01 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Sienna Plantation Commercial Reviewer is Declarant or its designee. No Improvements constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this *Article 6* and are not required to be approved by the Sienna Plantation Commercial Reviewer.

(a) **Declarant's Rights Reserved.** Each Owner, by accepting an interest in or title to a Tract or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting upon an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization.

(b) **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, designate one or more persons from time to time to act on its behalf and may delegate all or a portion of its reserved rights under this Article to an architectural review committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant is not responsible for: (a) errors in or omissions from the plans and specifications submitted to Declarant; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.02 Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural review committee (the "**ARC**") will assume jurisdiction over architectural control and will have the powers of the Sienna Plantation Commercial Reviewer hereunder.

(a) **ARC.** The ARC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ARC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ARC, in which case all references in the Documents to the ARC will be construed to mean the Board. Members of the ARC need not be Owners or Tenants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ARC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the ARC have no liability for the ARC's decisions made in good faith, and which are not arbitrary or capricious. The ARC is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the ARC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

6.03 Prohibition of Construction, Alteration and Improvement.

(a) Construction of Improvements. No Improvements shall be constructed on, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Sienna Plantation Commercial Reviewer. The Sienna Plantation Commercial Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Development

(b) Improvements Not Within Ordinary Public View. Notwithstanding anything to the contrary as set forth above, unless otherwise provided in the Design Guidelines, an Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of any Improvement located on such Owner's Tract or within such Owner's Condominium Unit, provided that such Improvements and activities are not within Ordinary Public View.

(c) Preliminary Regulatory Approval. If any Owner is required to obtain and is granted a Preliminary Regulatory Approval pursuant to *Section 2.01(c)* above, no Improvements may be constructed in accordance with any permit or approval otherwise granted by the applicable regulatory authority until the Owner has submitted to the Sienna Plantation Commercial Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Sienna Plantation Commercial Reviewer issues a written notice to proceed in compliance with such approval ("**Notice to Proceed**").

6.04 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Tracts or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Sienna Plantation Commercial Reviewer together with any review fee which is imposed by the Sienna Plantation Commercial Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Tract or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Sienna Plantation Commercial Reviewer. The Sienna Plantation Commercial Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the Owner to construct such Improvements. The Sienna Plantation Commercial Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Sienna Plantation Commercial Reviewer or any other entity; and

harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Sienna Plantation Commercial Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Sienna Plantation Commercial Reviewer, in its sole discretion, may require. Site plans must be approved by the Sienna Plantation Commercial Reviewer prior to the clearing of any Tract or Condominium Unit, or the construction of any Improvements. The Sienna Plantation Commercial Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Tract or Condominium Unit on any grounds that, in the sole and absolute discretion of the Sienna Plantation Commercial Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Sienna Plantation Commercial Reviewer may issue an approval for the construction of Improvements based upon the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

(b) Design Guidelines. The Sienna Plantation Commercial Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided however, that the Sienna Plantation Commercial Reviewer shall not amend the Design Guidelines or adopt additional written design guidelines applying to the Development or any portion thereof if such action, if taken, would cause a Material Adverse Effect upon all or any portion of the Development without the signed written consent of the affected Owner(s) thereof, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Sienna Plantation Commercial Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Sienna Plantation Commercial Reviewer and used to defray the administrative expenses and any other costs incurred by the Sienna Plantation Commercial Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Sienna Plantation Commercial Reviewer will be distributed to the Association at the end of each calendar year. The Sienna Plantation Commercial Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Sienna Plantation Commercial Reviewer. The Sienna Plantation Commercial Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Sienna Plantation Commercial Reviewer as provided herein, and the Sienna Plantation Commercial Reviewer fails to either approve or reject such plans and specifications for a period

of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Sienna Plantation Commercial Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Documents. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ARC, must be approved by Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ARC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Sienna Plantation Commercial Reviewer, Declarant, the Board or the ARC. If a variance is granted, no violation of any provisions of the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular Tract or Condominium Unit, or portion thereof, of Improvement thereon or therein, and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Sienna Plantation Commercial Reviewer of any final plans and specifications, and any variances granted by the Sienna Plantation Commercial Reviewer will be valid for a period of one (1) year only. If construction in accordance with such plans and specifications or variance is not commenced within such one (1) year period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Sienna Plantation Commercial Reviewer, and the Sienna Plantation Commercial Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Sienna Plantation Commercial Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Sienna Plantation Commercial Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Sienna Plantation Commercial Reviewer.

(g) Non-Liability of Sienna Plantation Commercial Reviewer. NEITHER DECLARANT, THE BOARD NOR THE SIENNA PLANTATION COMMERCIAL REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE SIENNA PLANTATION COMMERCIAL REVIEWER'S DUTIES UNDER THIS MASTER COVENANT.

ARTICLE 7

MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Tracts or Condominium Units within the Development. The provisions of this Article apply to this Master Covenant and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Tract or Condominium Unit to which its Mortgage relates) (thereby becoming an “**Eligible Mortgage Holder**”), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Tract or Condominium Unit on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Tract or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Tract or Condominium Unit or the Owner or Tenant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours, as outlined in the Records Inspection and Copying Policy adopted by the Board.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Tracts or Condominium Units and not to any other portion of the Development.

ARTICLE 8

EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development; provided, however, that Declarant shall not relocate, change or add to such easements, rights-of-way, dedications, limitations, reservations and grants if such action, if taken, would cause a Material Adverse

Effect upon all or any portion of the Development, without the signed written consent of the affected Owner(s) thereof, which consent shall not be unreasonably withheld, conditioned or delayed.

8.02 Common Area or Special Common Area Right of Ingress and Egress. Declarant, its agents, employees, successors and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

8.03 Bulk Rate Services; Community Services and Systems Easement. The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

8.04 Roadway and Utility Easements. Declarant hereby reserves a perpetual non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant, and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.05 Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serve the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.06 Landscape, Monumentation and Signage Easement. Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.07 Shared Amenities Reciprocal Easements. Certain Adjacent Property is subject to the SPCAI Restrictions, which are governed by SPCAI (the “**SPCAI Development**”). The owners and residents within the SPCAI Development and the members of SPCAI (the “**SPCAI Beneficiaries**”) may share certain facilities and amenities, including roadways, parkland, drainage improvements, signage, monumentation, open space and landscaping (the “**Shared Facilities and Amenities**”) with the Members and the Association. Declarant reserves the right to grant and convey easements to the SPCAI Beneficiaries over and across Common Area or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Facilities and Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to (a) grant the SPCAI Beneficiaries the right to access and/or use the Shared Facilities and Amenities, as applicable, located within the Development; (b) obligate the SPCAI Beneficiaries to participate in performing the maintenance of the Shared Facilities and Amenities located within the Development; (c) require the SPCAI Beneficiaries to share in the expenses associated with the use and maintenance of the Shared Facilities and Amenities; and (d) enter into with the SPCAI Beneficiaries or cause the SPCAI Beneficiaries to enter into an agreement (i) to govern the rights and responsibilities of the Members, the Association and SPCAI in regard to use and maintenance of the Shared Facilities and Amenities; (ii) to allocate costs for the operation, maintenance and reserves for the Shared Facilities and Amenities; and (iii) to grant reciprocal easements for access and use of the Shared Facilities and Amenities (the “**Cost and Use Sharing Agreement**”). Each Owner, by accepting an interest in or title to a Tract or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the Cost and Use Sharing Agreement to the Association as an Assessment to be levied and secured by a continuing lien on the Tract or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of this Master Covenant.

8.08 Easement for Special Events. Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area and Special Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest at such locations and times as Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Tract or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Tenants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

8.09 Drainage, Detention and Water Quality Facilities Easement. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds or related improvements, which serve all or a portion of the Development, the Property, or additional land (collectively, the “**Facilities**”). Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair, or replacement of the Facilities. Declarant may designate the Facilities by Recording a written notice identifying the particular Facilities to which the easement reserved herein applies. Declarant may also dedicate all or a portion of the Facilities to a District or other governmental or quasi-governmental authority (which may include retention of maintenance responsibilities of the Association), or convey or transfer all or any portion of the Facilities to the Association as Common Area, Special Common Area, or Service Area. If the Facilities are designated, dedicated, or conveyed or transferred, or if maintenance

responsibility is reserved by the Association, the Association shall maintain and operate the Facilities in accordance with Applicable Law and in accordance with any requirements of any applicable District or governmental or quasi-governmental authority to which the Facilities have been dedicated.

8.10 View Impairment. Neither Declarant, the Sienna Plantation Commercial Reviewer, the ARC, nor the Association guarantee or represent that any view over and across the Tracts, Condominium Units, Common Area, Special Common Area, or any open space within the Development, will be preserved without impairment. Declarant, the Sienna Plantation Commercial Reviewer, the ARC, and the Association shall have no obligation to relocation, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

8.11 Safety and Security. Each Owner and Tenant of a Tract or Condominium Unit, and his or her respective guests and invitees, shall be responsible for his or her own personal safety and the security of his or her property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing all Tenants of such Owner's Tract or Condominium Unit, that the Association, its Board and committees, and Declarant, are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any Improvements constructed upon any Tract or Condominium Unit and the contents thereof, resulting from acts of third parties.

8.12 Public Use Improvements. Certain Improvements, physical assets, and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks, and medians.

8.13 Stormwater Runoff. From time to time, Declarant may grant easements to the City and the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of certain drainage facilities that may be constructed in order to convey and receive stormwater runoff from and to the Property. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of other drainage facilities that convey and receive stormwater runoff from and to the Development, the Property, and any other property owned by Declarant, as set forth in one or more declarations, agreements, or other Recorded written instruments.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Tracts, and to create and/or designate Tracts, Condominium Units, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development. As each area of the Development is conveyed, developed or dedicated, Declarant may Record one or more Development Tract Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for each area. Any Development Tract Declaration may provide its own procedure for the amendment thereof.

9.02 Special Declarant Rights. Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Tracts and Condominium Units in the Development; (b) to maintain Improvements upon Tracts, Condominium Units, Common Area, or Special Common Area as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03 Addition of Land. Declarant may, at any time and from time to time, add additional land to the Property and, upon the Recording of a notice of addition of land (as set forth below), such land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* below, such added land will be considered part of the Development subject to this Master Covenant and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Master Covenant. Such added land need not be contiguous to the Property. To add land to the Property, Declarant shall Record a notice of addition of land (which notice may be contained within any Development Tract Declaration affecting such land) containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page wherein this Master Covenant is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant will apply to the added land; and
- (c) A legal description of the added land.

9.04 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 Master Covenant any portion of the Development by the Recording of an instrument which strictly complies with the provisions set forth in this *Section 9.04*. Upon any such withdrawal, the covenants, conditions, restrictions and obligations set forth in this Master Covenant will no longer apply to the portion of the

Development withdrawn. To withdraw lands from the Master Covenant hereunder, until expiration or termination of the Development Period, Declarant will be required 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 or the withdrawal is so minor in nature as to have no Material Adverse Effect upon all or any portion of the Development or Owner thereof; or otherwise
 - (ii) Declarant and the President and Secretary of the Association certifying that such reduction or withdrawal of the Development Tract has been approved by Declarant and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes allocated to Owners of the Development Tract; and
- (b) contains a reference to this Master Covenant, which will include the Recordation information thereof; and
- (c) contains a statement that the provisions of this Master Covenant will no longer apply to the withdrawn land; and
- (d) sets forth a legal description of the withdrawn land.

9.05 Notice of Annexation. Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant and any applicable Development Tract Declaration. This Master Covenant and any applicable Development Tract Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation describing such applicable Property and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant and any applicable Development Tract Declaration. To be effective, a Notice of Annexation must be executed by Declarant, and the portion of the Property included in the Notice of Annexation need not be owned by Declarant. Declarant may also cause a Notice of Annexation to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Tract Declaration previously Recorded by Declarant (which Notice of Annexation may amend, modify or supplement the restrictions, set forth in the Development Tract Declaration, which will apply to such Property). To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall Record a Notice of Annexation containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;
- (b) If applicable, a reference to the Recorded Development Tract Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Tract Declaration which will apply to such portion of the Property);

- (c) A statement that all of the provisions of this Master Covenant will apply to such portion of the Property;
- (d) A legal description of such portion of the Property; and
- (e) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT AND THIS MASTER COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PROPERTY AND REFERENCING THIS MASTER COVENANT HAS BEEN RECORDED.

9.06 Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a Notice of Plat Recordation to clearly identify specific Tracts subject to this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in a Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a Tract on such Plat, shall be automatically withdrawn from the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this *Article 9*. Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and conditions of this Master Covenant.

9.07 Assignment of Declarant's Rights. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant 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, reservations and duties hereunder.

ARTICLE 10
GENERAL PROVISIONS

10.01 Term. Upon the Recording of a Notice of Annexation pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant will run with and bind the portion of the Property described in such notice, 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 Master Covenant is Recorded, and continuing through and including January 1, 2066, after which time this Master Covenant 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 10.01* to the contrary, if any provision of this Master Covenant 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.

10.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Tract or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Tract or Condominium Unit.

10.03 Amendment. This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) 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. No amendment will be effective without the written consent of Declarant during the Development Period.

10.04 Enforcement. The Association and Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

10.05 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Master Covenant. Any Owner acquiring a Tract or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Tract or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.06 Higher Authority. The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.07 Severability. If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.08 Conflicts. If there is any conflict between the provisions of this Master Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Tract Declaration, the provisions of this Master Covenant will govern.

10.09 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.

10.10 Acceptance by Grantees. Each grantee of a Tract, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Master Covenant or to whom this Master Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Master Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11 Damage and Destruction.

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) **Repair Obligations.** Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair such damage or destruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information is made available to the Association.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Tracts or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Tracts or Condominium Units.

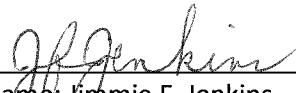
10.12 No Partition. Except as may be permitted in this Master Covenant or any amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

10.13 Notices. Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or 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.

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

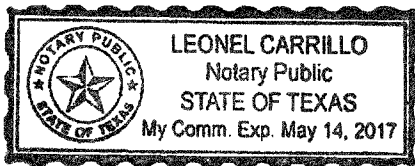
TOLL-GTIS PROPERTY OWNER, LLC,
a Texas limited liability company

By: 
Printed Name: Jimmie F. Jenkins
Title: Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 8th day of March, 2016 by Jimmie F. Jenkins, Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)




Notary Public Signature

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "A"

SIENNA PLANTATION COMMERCIAL
AMENDED AND RESTATED MASTER COVENANT

TRACT "A"

A FIELD NOTE DESCRIPTION of 2808.323 acres of Land being a 2825.550 acre tract of Land save and except 17.227 acres of Land all being a portion of the UST-Pru Sienna, L.P., 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 Degrees, 57 Minutes, 50 Seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

BEGINNING at an oil well sucker rod found for the most Easterly Northeast corner of said 2907.536 acre tract; said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas), and being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way; Said corner being the most Easterly Northeast corner of this 2825.550 acre tract;

THENCE; Southwesterly, along the most Easterly line of said 2907.536 acre tract, along the Westerly line of said abandoned Missouri Pacific Railroad right-of-way and along the Westerly line of a call 9.289 acre tract (Fort Bend County Clerk's File No. 2013079099), with the following courses and distances:

South 20 Degrees, 23 Minutes, 30 Seconds West - 2692.80 feet to a 5/8 inch diameter iron rod found for corner;

South 19 Degrees, 46 Minutes, 40 Seconds West - 142.70 feet to a 5/8 inch diameter iron rod found for corner;

South 18 Degrees, 45 Minutes, 10 Seconds West - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

South 17 Degrees, 46 Minutes, 20 Seconds West - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

South 16 Degrees, 51 Minutes, 10 Seconds West - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

South 15 Degrees, 56 Minutes, 20 Seconds West - 201.00 feet to a 5/8 inch diameter iron rod found for corner;

South 14 Degrees, 40 Minutes, 40 Seconds West - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

South 13 Degrees, 46 Minutes, 00 Seconds West - 213.62 feet to a 5/8 inch diameter iron rod found for the most Easterly Southeast corner of this tract; said corner being the most Easterly Southeast corner of said 3927.662 acre tract, 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);

THENCE; North 78 Degrees, 31 Minutes, 37 Seconds West - 1149.71 feet along an interior line of said 3927.662 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 inside diameter iron pipe in concrete found for re-entrant corner of this tract; said corner being the Northwest corner of said call 41.0874 acre tract;

THENCE; South 11 Degrees, 28 Minutes, 23 Seconds West - 754.24 feet to a 5/8 inch diameter iron rod with aluminum cap found for interior corner of this tract; said corner being an interior corner of said call 41.0874 acre tract;

THENCE; Southwesterly, along a Southerly line of said 3927.662 acre tract being along the Northerly line of Sienna Point Section One Subdivision (Fort Bend County Clerk's File No. 9665967) with the following courses and distances:

South 82 Degrees, 32 Minutes, 26 Seconds West - 824.81 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

South 80 Degrees, 37 Minutes, 38 Seconds West - 1128.72 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

South 80 Degrees, 58 Minutes, 23 Seconds West - 622.35 feet to a 5/8 inch diameter iron rod found for corner; Said corner being the Northwest corner of said Sienna Point Section One Subdivision;

THENCE; Northeasterly, along an Easterly line of the Sienna Plantation Levee Improvement District Channel 1 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

Along a curve to the right the radius point of which bears South 85 degrees, 58 minutes, 33 seconds East, with the following curve data:

Radius:	3231.50 feet
Delta:	2 degrees, 16 minutes, 15 seconds
Length:	128.08 feet
Tangent:	64.05 feet
Chord:	North 5 degrees, 9 minutes, 34 seconds East - 128.07 feet to a point for corner;

North 6 degrees, 17 minutes, 42 seconds East - 689.46 feet to a point for the Northeast corner of said Channel 1 Easement;

THENCE; North 83 degrees, 42 minutes, 18 seconds West - 200.00 feet to a point for the Northwest corner of said Channel 1 Easement;

THENCE; Southwesterly, along a Westerly line of said Sienna Plantation Levee Improvement District Channel 1 Easement with the following courses and distances:

South 6 degrees, 17 minutes, 42 seconds West - 689.46 feet to a point for corner;

Along a curve to the left the radius point of which bears South 83 degrees, 42 minutes, 18 seconds East, with the following curve data:

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SIENNA PLANTATION COMMERCIAL
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Radius: 3431.50 feet
Delta: 3 degrees, 2 minutes, 38 seconds
Length: 182.30 feet
Tangent: 91.17 feet
Chord: South 4 degrees, 46 minutes, 23 seconds West - 182.27 feet to a 5/8 inch diameter iron rod with plastic cap found for corner; said corner being the Northeast corner of Sienna Point Section Three Subdivision (Fort Bend County Clerk's File No. 9897738)

THENCE; Westerly, along a Southerly line of said 3927.662 acre tract being along the Northerly line of said Sienna Point Section Three Subdivision, with the following courses and distances:

South 80 degrees, 58 minutes, 23 seconds West - 696.78 feet to a 5/8 inch diameter iron rod found for corner;

South 85 degrees, 07 minutes, 09 seconds West - 592.61 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

North 89 degrees, 43 minutes, 05 seconds West - 1002.25 feet to a 5/8 inch diameter iron rod found for corner;

South 88 degrees, 54 minutes, 09 seconds West - 1397.60 feet to a 5/8 inch diameter iron rod found for corner;

North 87 degrees, 51 minutes, 22 seconds West - 1305.27 feet to a 5/8 inch diameter iron rod found for corner;

South 89 degrees, 15 minutes, 27 seconds West - 524.66 feet to a 5/8 inch diameter iron rod with plastic cap found for interior corner of this tract; said corner being the Northwest corner of said Sienna Point Section Three Subdivision and an interior corner of said 3927.662 Acre Tract;

THENCE; South 11 degrees, 34 minutes, 10 seconds East - 5118.95 feet along an Easterly line of said 3927.662 acre tract being along the Westerly line of said Sienna Point Section Three Subdivision to a 5/8 inch diameter iron rod found for corner of this tract;

THENCE; North 89 degrees, 57 minutes, 50 seconds West - 2130.51 feet along the Northerly line of the Sienna Plantation Levee Improvement District Parcel "A" - call 68.047 acre tract (Fort Bend County Clerk's File No. 9741281) to a point for corner;

THENCE; Northerly, along the Easterly line of the Sienna Plantation Levee Improvement District Channel 2 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

North 2 degrees, 52 minutes, 33 seconds East - 440.79 feet to a point for corner;

North 6 degrees, 7 minutes, 27 seconds West - 1550.00 feet to a point for corner;

North 9 degrees, 52 minutes, 33 seconds East - 1460.91 feet to a point for corner;

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North 16 degrees, 10 minutes, 56 seconds East, at 1676.97 feet pass a 5/8 inch diameter iron rod found for reference, in all 2072.97 feet to a point for the Northeast corner of said Channel 2 Easement;

THENCE; North 33 degrees, 21 minutes, 14 seconds West - 262.88 feet to a point for the Northwest corner of said Channel 2 Easement;

THENCE; Southerly, along the Westerly line of said Channel 2 Easement with the following courses and distances:

South 16 degrees, 10 minutes, 56 seconds West, at 610.00 feet pass a 5/8 inch diameter iron rod found for reference, in all 2243.57 feet to a point for corner;

South 9 degrees, 52 minutes, 33 seconds West - 698.45 feet to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of a call 16.000 acre tract of Land (Fort Bend County Clerk=s File No. 2007064601);

THENCE; South 82 degrees, 41 minutes, 1 second West - 1151.00 feet along the Northerly line of said call 16.000 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of said call 16.000 acre tract;

THENCE; South 5 degrees, 51 minutes, 0 seconds East - 656.01 feet along the Westerly line of said call 16.000 acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of said call 16.000 acre tract;

THENCE; Easterly, along the Southerly line of said call 16.000 acre tract with the following courses and distances:

North 75 degrees, 50 minutes, 25 seconds East - 57.13 feet to the point of curvature of a tangent curve to the right for corner;

Along said curve to the right with the following curve data:

Radius:	2030.00 feet
Delta:	17 degrees, 4 minutes, 5 seconds
Length:	604.72 feet
Tangent:	304.62 feet
Chord:	North 84 degrees, 22 minutes, 28 seconds East - 602.49 feet to a point for corner;

South 87 degrees, 5 minutes, 30 seconds East - 291.17 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 16.000 acre tract;

THENCE; Southerly, continuing along the Westerly line of said Channel 2 Easement with the following courses and distances:

South 9 degrees, 52 minutes, 33 seconds West - 55.77 feet to a point for corner;

South 6 degrees, 7 minutes, 27 seconds East - 1551.02 feet to a point for corner;

South 2 degrees, 52 minutes, 33 seconds West - 450.71 feet to a point for corner;

THENCE; Westerly, along the Northerly line of said Sienna Plantation Levee Improvement District Parcel "A" - call 68.047 acre tract, with the following courses and distances:

North 89 degrees, 57 minutes, 50 seconds West - 315.43 feet to a point for corner;

South 89 degrees, 40 minutes, 13 seconds West - 1556.73 feet to a point for corner;

North 0 degrees, 19 minutes, 47 seconds West - 40.00 feet to a point for corner;

South 89 degrees, 40 minutes, 13 seconds West - 2630.35 feet to a point for corner;

South 89 degrees, 45 minutes, 41 seconds West - 1624.36 feet to a point for the Southwest corner of this tract;

THENCE; Northerly, along the Easterly line of the Sienna Plantation Levee Improvement District Channel 3 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

North 0 degrees, 14 minutes, 19 seconds West - 245.00 feet to a point for corner;

South 89 degrees, 45 minutes, 41 seconds West - 306.20 feet to a point for corner;

North 30 degrees, 32 minutes, 42 seconds West - 2085.59 feet to a point for corner;

North 11 degrees, 57 minutes, 18 seconds East - 169.38 feet to a point for corner;

North 56 degrees, 57 minutes, 18 seconds East - 1984.12 feet to a point for corner;

North 9 degrees, 57 minutes, 18 seconds East - 274.98 feet to a point for corner;

North 17 degrees, 2 minutes, 42 seconds West, at 1663.69 feet pass a 5/8 inch diameter iron rod with cap found for reference, in all 2469.69 feet to a point for corner;

North 35 degrees, 2 minutes, 42 seconds West - 2045.73 feet to a point for corner;

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North 1 degree, 27 minutes, 18 seconds East - 920.22 feet to a point for the Northwest corner of this tract; said corner being the Southwest corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) and bears South 1 degree, 27 minutes, 18 seconds West - 305.91 feet from a 5/8 inch diameter iron with cap found for reference corner in the Northerly line of said 3927.662 acre tract;

THENCE; North 80 degrees, 10 minutes, 45 seconds East - 4536.39 feet along the Southerly line of said 22.618 acre tract to a point for interior corner of this tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 19 degrees, 40 minutes, 21 seconds East - 0.22 feet; said corner being in the Westerly line of Fort Bend Independent School District High School No. 11 Subdivision (Fort Bend County Clerk's Plat No. 20090021), being in the Westerly line of a call 62.500 acre tract of Land (Tract 1, Fort Bend County Clerk's File No. 2008069863) and being in the Easterly line of the Houston Lighting And Power Company 58 foot wide easement tract (Volume 473, Page 127; Deed Records of Fort Bend County, Texas);

THENCE; South 19 degrees, 40 minutes, 21 seconds West, at 1274.60 feet pass a 5/8 inch iron rod with plastic cap found for reference, in all 1274.93 feet along the Easterly line of said 58 foot wide easement tract to a point for the Southwest corner of said High School No. 11 Subdivision;

THENCE; Easterly, along the Southerly line of said High School No. 11 Subdivision, with the following courses and distances:

South 67 degrees, 15 minutes, 34 seconds East - 210.56 feet to a point for corner;

South 89 degrees, 18 minutes, 52 seconds East - 699.48 feet to a point for corner;

North 80 degrees, 19 minutes, 29 seconds East - 718.11 feet to a point for the Southeast corner of said High School No. 11 Subdivision; from which a 5/8 inch diameter iron rod with plastic cap found for reference bears South 79 degrees East - 0.13 feet;

THENCE; North 47 degrees, 14 minutes, 49 seconds East - 424.76 feet along the Southeasterly line of said High School No. 11 Subdivision to a point for corner in the Southwesterly line of Sienna Christ The Lord Evangelical Lutheran Church Subdivision (Fort Bend County Clerk's Plat No. 20110106) and in the Southwesterly line of a call 16.000 acre tract (Fort Bend County Clerk's File No. 2010126008) from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 0 degrees, 54 minutes West - 0.16 feet;

THENCE; Southeasterly, along the Southerly line of said Lutheran Church Subdivision, with the following course and distances:

Along a non-tangent curve to the left, the radius point bearing North 49 degrees, 11 minutes, 32 seconds East, with the following curve data:

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SIENNA PLANTATION COMMERCIAL
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Radius: 425.65 feet
Delta: 27 degrees, 47 minutes, 24 seconds
Length: 206.45 feet
Tangent: 105.30 feet
Chord: South 54 degrees, 42 minutes, 10 seconds
East - 204.43 feet to a point for corner;

Along a compound curve to the left, the radius point bearing North 21 degrees, 24 minutes, 8 seconds East, with the following curve data:

Radius: 573.52 feet
Delta: 27 degrees, 58 minutes, 21 seconds
Length: 280.00 feet
Tangent: 142.85 feet
Chord: South 82 degrees, 35 minutes, 3 seconds
East - 277.23 feet to a point for corner;

Along a reverse curve to the right, the radius point bearing South 6 degrees, 34 minutes, 13 seconds East, with the following curve data:

Radius: 380.94 feet
Delta: 43 degrees, 50 minutes, 27 seconds
Length: 291.48 feet
Tangent: 153.29 feet
Chord: South 74 degrees, 38 minutes, 59 seconds
East - 284.42 feet to a point for corner;

South 63 degrees, 49 minutes, 26 seconds East - 195.90 feet to a 5/8 inch diameter iron rod found disturbed by fence corner post for the Southeast corner of Reserve "A" of said Lutheran Church Subdivision;

THENCE; North 26 degrees, 27 minutes, 0 seconds East - 857.32 feet along the Easterly line of said Lutheran Church Subdivision to a point for the East corner of said Reserve "A" from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 37 degrees, 14 minutes West - 0.19 feet; said corner being in the Southwesterly right-of-way line of Waters Lake Boulevard (100 feet wide);

THENCE; North 36 degrees, 40 minutes, 22 seconds East - 100.00 feet continuing along the Easterly line of said Lutheran Church Subdivision to a 5/8 inch diameter iron rod with plastic cap found for the East corner of said Lutheran Church Subdivision; said corner being in the Northeasterly right-of-way line of said Waters Lake Boulevard (100 feet wide);

THENCE; Northwesterly, along the Northeasterly right-of-way line of said Waters Lake Boulevard, with the following course and distances:

North 53 degrees, 19 minutes, 38 seconds West - 87.30 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

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Radius: 1100.00 feet
Delta: 18 degrees, 5 minutes, 27 seconds
Length: 347.32 feet
Tangent: 175.12 feet
Chord: North 62 degrees, 22 minutes, 22 seconds
West - 345.88 feet to a 5/8 inch diameter
iron rod with plastic cap set for corner;

North 71 degrees, 25 minutes, 5 seconds West - 171.84 feet to a point for the North corner of said Lutheran Church Subdivision from which a 5/8 inch iron rod with plastic cap found for reference bears North 14 degrees, 23 minutes East - 0.15 feet; said corner being the Eastmost corner of said High School No. 11 Subdivision;

North 71 degrees, 24 minutes, 55 seconds West - 607.45 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius: 1000.00 feet
Delta: 29 degrees, 42 minutes, 23 seconds
Length: 518.47 feet
Tangent: 265.20 feet
Chord: North 56 degrees, 33 minutes, 44 seconds
West - 512.68 feet to a 5/8 inch diameter
iron rod with plastic cap set for corner;

THENCE; Easterly, along the Northerly line of said 3927.662 acre tract with the following courses and distances:

North 86 degrees, 47 minutes, 5 seconds East - 3815.86 feet to a 5/8 inch diameter iron rod found for corner;

South 88 degrees, 37 minutes, 0 seconds East - 1084.61 feet to a 5/8 inch diameter iron rod found for corner;

North 89 degrees, 52 minutes, 0 seconds East - 3052.09 feet to a 12 inch diameter fence corner post found for corner; said corner being an interior corner of said 3927.662 acre tract;

THENCE; North 0 degrees, 25 minutes, 50 seconds West - 1495.70 feet to a 7 inch diameter fence corner post found for corner; said corner being a re-entrant corner of said 3927.662 acre tract;

THENCE; North 89 degrees, 58 minutes, 38 seconds East - 2909.44 feet along the most Northerly line of said 3927.662 acre tract to an 8 inch diameter fence corner post found for the most Northerly Northeast corner of this tract; said corner being the most Northerly Northeast corner of said 3927.662 acre tract;

THENCE; South 0 degrees, 13 minutes, 5 seconds East - 1494.76 feet along an Easterly line of said 3927.662 acre tract to an iron railroad "T" rail found by fence corner post for re-entrant corner of this tract; said corner being a re-entrant corner of said 3927.662 acre tract;

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THENCE; North 89 degrees, 35 minutes, 46 seconds East - 3193.16 feet along a Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 2825.550 acres of Land; **SAVE AND EXCEPT** 2.227 acres of Land being eighteen (18) Water District Directors Lots recorded under Fort Bend County Clerk's File Nos. 9667415, 9667423, 9667431, 9667439, 9667447, 2004142469, 2004142472, 9667368, 9667380, 9667388, 9667396, 9667404, 9707759, 9707765, 9707771, 9707774, 9707783 and 2005008583 and **SAVE AND EXCEPT** 15.000 acres of Land being the Fort Bend Independent School District call 15.000 acre tract (Tract 2, Fort Bend County Clerk's file No. 2008069863) described as follows:

FOR CONNECTION, begin at a point for the Northwest corner of said 2825.550 acre tract; said corner being the Southwest corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) and bears South 1 degree, 27 minutes, 18 seconds West - 305.91 feet from a 5/8 inch diameter iron with cap found for reference corner in the Northerly line of said 3927.662 acre tract; **THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 4536.39 feet along the Southerly line of said 22.618 acre tract to a point for interior corner of said 2825.550 acre tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 19 degrees, 40 minutes, 21 seconds East - 0.22 feet; **THENCE;** South 19 degrees, 40 minutes, 21 seconds West, at 1274.60 feet pass a 5/8 inch iron rod with plastic cap found for reference, at 1274.93 feet pass a point for the Southwest corner of said High School No. 11 Subdivision, in all 4438.34 feet along the Easterly line of said Houston Lighting And Power Company 58 foot wide easement tract to a point for corner; **THENCE;** North 89 degrees, 17 minutes, 58 seconds West - 84.60 feet crossing said 58 foot wide easement tract and the Houston Lighting And Power Company 22 foot wide easement tract (Volume E, Page 494 and Page 611; Fort Bend County Court Minutes) to a 5/8 inch diameter iron rod with plastic cap found in the Westerly line of said 22 foot wide easement tract for the Northeast corner of said call 15.000 acre Tract 2 and being the Northeast corner of and **PLACE OF BEGINNING** for this 15.000 acre save and except tract;

THENCE; South 19 degrees, 40 minutes, 21 seconds West - 1283.22 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

THENCE; North 89 degrees, 17 minutes, 58 seconds West - 203.53 feet to a point for the Southwest corner of this tract;

THENCE; Northwesterly, along the Westerly line of said call 15.000 acre tract, with the following course and distances:

Along a non-tangent curve to the left, the radius point bearing South 88 degrees, 21 minutes, 48 seconds West, with the following curve data:

Radius:	475.00 feet
Delta:	15 degrees, 24 minutes, 8 seconds
Length:	127.69 feet
Tangent:	64.23 feet
Chord:	North 9 degrees, 20 minutes, 16 seconds West - 127.30 feet to a point for corner;

North 17 degrees, 2 minutes, 20 seconds West - 427.50 feet to a point for corner;

Along a tangent curve to the right with the following curve data:

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Radius: 425.00 feet
Delta: 17 degrees, 44 minutes, 22 seconds
Length: 131.59 feet
Tangent: 66.32 feet
Chord: North 8 degrees, 10 minutes, 9 seconds
West - 131.06 feet to a point for corner;

North 0 degrees, 42 minutes, 2 seconds East - 551.49 feet to a
5/8 inch iron rod with plastic cap found for the Northwest corner of
this tract;

THENCE; South 89 degrees, 17 minutes, 58 seconds East - 793.36 feet to the **PLACE OF
BEGINNING** and containing 15.000 acres of Land for this save and except tract
leaving 2808.323 net acres of Land.

TRACT "A-1"

A FIELD NOTE DESCRIPTION of 1.627 acre of Land being a 2.545 acre tract of Land save and except 0.918 acre of Land all being a portion of the UST-Pru Sienna, L.P., 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 Degrees, 57 Minutes, 50 Seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

FOR CONNECTION, begin at an oil well sucker rod found for the most Easterly Northeast corner of said 2907.536 acre tract; said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas), and being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way; **THENCE;** South 89 degrees, 35 minutes, 46 seconds West - 3193.16 feet along a Northerly line of said 3927.662 acre tract to an iron railroad "T" rail found by fence corner for interior corner of said 3927.662 acre tract; **THENCE;** North 0 degrees, 13 minutes, 5 seconds West - 1494.76 feet along an Easterly line of said 3927.662 acre tract an 8 inch diameter fence corner post found for re-entrant corner; **THENCE;** South 89 degrees, 58 minutes, 38 seconds West - 2909.44 feet along the most Northerly line of said 3927.662 acre tract to a 7 inch diameter fence corner post found for re-entrant corner; **THENCE;** South 0 degrees, 25 minutes, 50 seconds East - 1495.70 feet to a 12 inch diameter fence corner post found for interior corner; **THENCE;** South 89 degrees, 52 minutes, 0 seconds West - 3052.09 feet along the Northerly line of said 3927.662 acre tract to a 5/8 inch diameter iron rod found for corner; **THENCE;** North 88 degrees, 37 minutes, 0 seconds West - 1084.61 feet along the Northerly line of said 3927.662 acre tract to a 5/8 inch diameter iron rod found for corner; **THENCE;** South 86 degrees, 47 minutes, 5 seconds West, at 3815.86 feet pass a 5/8 inch diameter iron rod with plastic cap set for corner in the Northeasterly right-of-way line of Waters Lake Boulevard (100 feet wide) being in the Northeasterly line of Fort Bend Independent School District High School No. 11 Subdivision (Fort Bend County Clerk's Plat No. 20090021), in all 3940.15 feet along the Northerly line of said 3927.662 acre tract to an "X" cut in concrete

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walk in the Southwesterly right-of-way line of said Waters Lake Boulevard for the Northeast corner of and **PLACE OF BEGINNING** for this 2.545 acre tract;

THENCE; Southeasterly, along the Southwesterly right-of-way line of said Waters Lake Boulevard being along a non-tangent curve to the left the radius point bearing North 52 degrees, 19 minutes, 26 seconds East, with the following curve data:

Radius:	1100.00 feet
Delta:	8 degrees, 20 minutes, 32 seconds
Length:	160.16 feet
Tangent:	80.22 feet
Chord:	South 41 degrees, 50 minutes, 50 seconds East - 160.02 feet to a point for corner;

THENCE; South 86 degrees, 47 minutes, 5 seconds West - 965.60 feet along the Northerly line of said Fort Bend Independent School District High School No. 11 Subdivision and along the southerly line of the Houston Lighting And Power Company 250 foot wide easement (Volume 486, Page 840 and Volume 489, Page 526; Deed Records of Fort Bend County, Texas) to a 5/8 inch diameter iron rod found disturbed for the Southwest corner of this tract;

THENCE; North 19 degrees, 39 minutes, 59 seconds East - 135.68 feet along the Eastmost line of a 22.618 acre drainage easement tract (Fort Bend County Clerk's File No. 9537103) to a 5/8 inch diameter iron rod with plastic cap set for the Northwest corner of this tract;

THENCE; North 86 degrees, 47 minutes, 5 seconds East - 812.94 feet along a Northerly line of said 3927.662 acre tract and along the centerline of said Houston Lighting And Power Company 250 foot wide easement to the **PLACE OF BEGINNING** and containing 2.545 acres of Land; **SAVE AND EXCEPT** 0.918 acres of Land being eight (8) Water District Directors Lots recorded under Fort Bend County Clerk's File Nos. 9707717, 9707723, 9707729, 9707735, 9707741, 2004142446, 2004142449, and 2004142452 leaving 1.627 net acres of Land.

TRACT "B"

A FIELD NOTE DESCRIPTION of 287.208 acres of Land being 287.438 acres of Land save and except 0.230 acre of Land being the UST-Pru Sienna, L.P. 287.208 acre tract of Land (Tract "B", Fort Bend County Clerk's File No. 2008021731) all being a portion of the M & M Sienna Properties, Ltd. 3825.541 Acre Tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the AFG Pacific Properties, Inc. 3927.662 acre Tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

FOR CONNECTION, begin at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East - 793.46 feet to a point for the Southwest corner of the Sienna Plantation Levee Improvement District Parcel "B" - call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281) from which a concrete monument found for reference bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet; THENCE; North 0 degrees, 14 minutes, 19 seconds West - 329.14 feet to a point for corner; THENCE; North 20 degrees, 56 minutes, 35 seconds West - 32.99 feet to a point for the Northwest corner of said call 5.290 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East, at 546.02 feet pass a point for the Northeast corner of said call 5.290 acre tract, in all 661.85 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southwest corner of a 0.215 acre tract; THENCE; North 30 degrees, 32 minutes, 42 seconds West - 2330.24 feet along an Easterly line of the Sienna Plantation Levee Improvement District Parcel "A" - call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) and along a Westerly line of the Sienna Plantation Levee Improvement District Channel 3 - call 48.949 acre tract (Fort Bend County Clerk's File No. 9741281) to a point for the most Southerly corner of and **PLACE OF BEGINNING** for this 287.438 acre tract;

THENCE; Northwesterly, leaving a Westerly line of said call 48.949 acre tract continuing along an Easterly line of said call 68.111 acre tract, with the following courses and distances:

North 30 degrees, 32 minutes, 42 seconds West - 773.09 feet to a point for corner;

North 11 degrees, 2 minutes, 20 seconds West - 2486.06 feet to a 5/8 inch diameter iron rod found for corner;

North 15 degrees, 2 minutes, 20 seconds West - 834.89 feet to a point for corner;

North 28 degrees, 2 minutes, 20 seconds West - 1171.13 feet to a point for corner;

North 50 degrees, 22 minutes, 16 seconds West - 675.40 feet to a point for corner;

North 25 degrees, 37 minutes, 30 seconds West - 1008.96 feet to a point for corner;

North 5 degrees, 39 minutes, 59 seconds West - 63.42 feet to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of this tract; said corner being in the Northerly line of said 3927.662 acre tract;

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THENCE; North 80 degrees, 10 minutes, 45 seconds East - 1966.86 feet along the Northerly line of said 3927.662 acre tract to 5/8 inch diameter iron rod with plastic cap found for the North corner of this tract; said corner being the West corner of a call 1.880 acre tract (Fort Bend County Clerk=s File No. 9897655);

THENCE; Southeasterly, along the Southwesterly line of said call 1.880 acre tract being along a non-tangent curve to the left the radius point bears North 54 degrees, 0 minutes, 2 seconds East with the following curve data:

Delta: 5 degrees, 42 minutes, 14 seconds
Radius: 272.50 feet
Length: 27.13 feet
Tangent: 13.57 feet
Chord: South 38 degrees, 51 minutes, 5 seconds East - 27.12 feet to a point for corner;

THENCE; Southeasterly, continuing along the Southwesterly line of said call 1.880 acre tract being along a compound curve to the left the radius point bears North 48 degrees, 17 minutes, 48 seconds East with the following curve data:

Delta: 58 degrees, 7 minutes, 3 seconds
Radius: 522.00 feet
Length: 529.49 feet
Tangent: 290.05 feet
Chord: South 70 degrees, 45 minutes, 44 seconds East - 507.08 feet to a point for corner;

THENCE; North 80 degrees, 10 minutes, 45 seconds East - 47.90 feet along the Southeasterly line of said call 1.880 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being in the Westerly line of said call 48.949 acre tract;

THENCE; Southerly, along a Westerly line of said call 48.949 acre tract, with the following courses and distances:

South 1 degree, 27 minutes, 18 seconds West - 976.88 feet to a point for corner;

South 35 degrees, 2 minutes, 42 seconds East - 2080.00 feet to a point for corner;

South 17 degrees, 2 minutes, 42 seconds East, at 712.00 feet pass a 5/8 inch diameter iron rod found for reference; in all 2390.00 feet to a point for corner;

South 9 degrees, 57 minutes, 18 seconds West - 140.00 feet to a point for corner;

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South 56 degrees, 57 minutes, 18 seconds West - 1980.00 feet to a point for corner;

South 11 degrees, 57 minutes, 18 seconds West - 330.00 feet to the **PLACE OF BEGINNING** and containing 287.438 Acres of Land save and except 0.230 Acre of Land being Utility District Directors Lots recorded under Fort Bend County Clerk=s File Nos. 2004142457 and 2004142460 leaving 287.208 net Acres of Land.

TRACT "C"

A FIELD NOTE DESCRIPTION of 552.198 acres of Land being the UST-Pru Sienna, L.P., 552.198 acre tract of Land (Tract "C", Fort Bend County Clerk=s File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk=s File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) and all of the AFG Pacific Properties, Inc. 50.000 acre tract (Fort Bend County Clerk's File No. 9537104) being in the David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

BEGINNING at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; said corner being the Southwest corner of this 552.198 acre tract;

THENCE; Northwestly, along the Westerly line of said 3927.662 acre tract, being upstream along the meanders of the Easterly bank of the Brazos River with the following courses and distances:

North 09 degrees, 41 minutes, 26 seconds West - 75.70 feet to a point for corner;

North 25 degrees, 45 minutes, 25 seconds West - 194.14 feet to a point for corner;

North 15 degrees, 20 minutes, 40 seconds West - 195.89 feet to a point for corner;

North 26 degrees, 09 minutes, 05 seconds West - 211.32 feet to a point for corner;

North 39 degrees, 17 minutes, 48 seconds West - 343.82 feet to a point for corner;

North 31 degrees, 31 minutes, 54 seconds West - 445.40 feet to a point for corner;

North 51 degrees, 58 minutes, 02 seconds West - 231.24 feet to a point for corner;

North 55 degrees, 03 minutes, 40 seconds West - 435.10 feet to a point for corner;

North 57 degrees, 53 minutes, 05 seconds West - 378.21 feet to a point for corner;

North 89 degrees, 16 minutes, 59 seconds West - 140.52 feet to a point for corner;

North 70 degrees, 13 minutes, 58 seconds West - 216.74 feet to a point for corner;

North 69 degrees, 26 minutes, 10 seconds West - 273.26 feet to a point for corner;

North 59 degrees, 09 minutes, 25 seconds West - 528.48 feet to a point for corner;

North 49 degrees, 39 minutes, 58 seconds West - 270.18 feet to a point for corner;

North 36 degrees, 14 minutes, 00 seconds West - 521.29 feet to a point for corner;

North 41 degrees, 28 minutes, 27 seconds West - 284.74 feet to a point for corner;

North 28 degrees, 01 minutes, 29 seconds West - 172.20 feet to a point for corner;

North 20 degrees, 48 minutes, 53 seconds West - 157.53 feet to a point for corner;

North 21 degrees, 43 minutes, 47 seconds West - 202.71 feet to a point for corner;

North 14 degrees, 29 minutes, 56 seconds West - 137.03 feet to a point for corner;

North 19 degrees, 21 minutes, 57 seconds West - 163.58 feet to a point for corner;

North 14 degrees, 13 minutes, 14 seconds West - 242.86 feet to a point for corner;

North 07 degrees, 55 minutes, 41 seconds West - 479.65 feet to a point for corner;

North 06 degrees, 48 minutes, 33 seconds West - 283.73 feet to a point for corner;

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North 07 degrees, 40 minutes, 44 seconds West - 848.83 feet to a point for corner;

North 15 degrees, 59 minutes, 31 seconds West - 595.37 feet to a point for corner;

North 11 degrees, 07 minutes, 07 seconds West - 621.44 feet to a point for corner;

North 00 degrees, 10 minutes, 24 seconds East - 821.42 feet to a point for corner;

North 05 degrees, 00 minutes, 59 seconds West - 834.69 feet to a 5/8 inch diameter iron rod found for corner;

North 45 degrees, 41 minutes, 0 seconds East, at 67.27 feet pass a point for the most Westerly Northwest corner of said 3927.662 acre tract and for the Southwest corner of said 50.000 acre tract, in all 250.99 feet to a point for corner;

THENCE; Northeasterly, along the Westerly line of said 50.000 acre tract and continuing upstream along the meanders of the Easterly bank of the Brazos River with the following courses and distances:

North 44 degrees, 12 minutes, 3 seconds East - 623.09 feet to a point for corner;

North 31 degrees, 47 minutes, 7 seconds East - 230.34 feet to a point for corner;

North 21 degrees, 49 minutes, 54 seconds East - 622.35 feet to a point for corner;

North 16 degrees, 11 minutes, 43 seconds East - 304.85 feet to a point for corner;

North 3 degrees, 28 minutes, 13 seconds East - 139.75 feet to a point for the Northwest corner of this tract; said corner being the Northwest corner of said 50.000 acre tract;

THENCE; East, at 100.00 feet pass a 5/8 inch diameter iron rod found for reference corner, in all 1113.91 feet along the Northerly line of said 50.000 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being the Northeast corner of said 50.000 acre tract;

THENCE; Southwesterly, along the Easterly line of said 50.000 acre tract being along a Westerly line of the Sienna Plantation Levee Improvement District call 15.857 acre tract (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

South 14 degrees, 39 minutes, 10 seconds West - 264.95 feet to a point for corner;

South 12 degrees, 57 minutes, 40 seconds West - 384.60 feet to a point for corner;

South 18 degrees, 27 minutes, 40 seconds West - 800.00 feet to a point for corner;

South 5 degrees, 39 minutes, 59 seconds East, at 294.22 feet pass a point for the Southeast corner of said 50.000 acre tract from which a 5/8 inch diameter iron rod with plastic cap found for reference corner bears North 80 degrees, 10 minutes, 45 seconds East - 100.27 feet, in all 367.97 feet to a point for corner;

THENCE; Southeasterly, along a Westerly line of the Sienna Plantation Levee Improvement District call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

South 25 degrees, 37 minutes, 30 seconds East - 1048.49 feet to a point for corner;

South 50 degrees, 22 minutes, 16 seconds East - 677.60 feet to a point for corner;

South 28 degrees, 2 minutes, 20 seconds East - 1140.00 feet to a point for corner;

South 15 degrees, 2 minutes, 20 seconds East - 820.01 feet to a 5/8 inch diameter iron rod found for corner;

South 11 degrees, 2 minutes, 20 seconds East - 2499.76 feet to a point for corner;

South 30 degrees, 32 minutes, 42 seconds East - 3062.06 feet to a point for the most Easterly Southeast corner of this tract; said corner being the Northeast corner of the Sienna Plantation Levee Improvement District call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281);

THENCE; South 89 degrees, 45 minutes, 41 seconds West - 546.02 feet along the Northerly line of said call 5.290 acre tract to a point for corner;

THENCE; Southeasterly, along the Westerly line of said call 5.290 Acre Tract with the following courses and distances:

South 20 degrees, 56 minutes, 35 seconds East - 32.99 feet to a point for corner;

South 0 degrees, 14 minutes, 19 seconds East - 329.14 feet to a point for the Southeast corner of this tract from which a concrete monument found for reference corner in the Southerly line of said 3927.662 acre tract bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet;

THENCE; South 89 degrees, 45 minutes, 41 seconds West - 793.46 feet along the Southerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 552.198 acres of Land.

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TRACT "D"

A FIELD NOTE DESCRIPTION of 43.119 acres of Land being a portion of the UST-Pru Sienna, L.P., 60.649 acre tract (Tract "D", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103), being a portion of the AFG Pacific Properties, Inc. 28.239 acre tract and 21.761 acre tract (Fort Bend County Clerk's File No. 9537104), being the AFG Pacific call 1.112 acre tract (Fort Bend County Clerk's File No. 1999047292) and being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

FOR CONNECTION, begin at a 5/8 inch diameter iron rod found for the Southwest corner of said 28.239 acre tract; said corner being in the Northerly line of said 3927.662 acre tract and being the Southwest corner of a call 8.057 acre tract (Fort Bend County Clerk's File No. 1999047291); Thence; North 80 degrees, 10 minutes, 45 seconds East - 286.60 feet along the Southerly line of said 28.239 acre tract, along the Northerly line of said 3927.662 acre tract and along the Southerly line of said call 8.057 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 8.057 acre tract; said corner being an interior corner of and the **PLACE OF BEGINNING** for this 43.119 acre tract;

THENCE; North 19 degrees, 39 minutes, 59 seconds East - 744.88 feet along a Westerly line of said 60.649 acre tract being along the Easterly line of Reserve "A" of Scanlin Trace Church Subdivision (Fort Bend County Clerk's Plat No. 20090099) to a 5/8 inch diameter iron rod found disturbed for corner of this tract;

THENCE; Easterly, along the Southwesterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

North 72 degrees, 30 minutes, 0 seconds East - 42.65 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius:	750.00 feet
Delta:	39 degrees, 44 minutes, 41 seconds
Length:	520.26 feet
Tangent:	271.09 feet

Chord: South 87 degrees, 37 minutes, 40 seconds East - 509.89 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

South 67 degrees, 45 minutes, 19 seconds East - 135.67 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius: 35.00 feet
Delta: 89 degrees, 17 minutes, 7 seconds
Length: 54.54 feet
Tangent: 34.57 feet
Chord: South 23 degrees, 6 minutes, 45 seconds East - 49.19 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

THENCE; Southwesterly, along the Westerly right-of-way line of proposed Sienna Parkway (160 feet wide) being along the Westerly line of a call 7.355 Acre Road Easement (Fort Bend County Clerk=s File No. 2005044697) with the following courses and distances:

Along a compound curve to the left the radius point bears South 68 degrees, 28 minutes, 12 seconds East with the following curve data:

Delta: 1 degree, 51 minutes, 49 seconds
Radius: 7580.00 feet
Length: 246.55 feet
Tangent: 123.29 feet
Chord: South 20 degrees, 35 minutes, 54 seconds West - 246.54 feet to a point for corner;

South 19 degrees, 39 minutes, 59 seconds West - 245.73 feet to a 5/8 inch diameter iron rod found for the Southeast corner of said 28.239 acre tract;

THENCE; North 80 degrees, 10 minutes, 45 seconds East - 183.81 feet along the Northerly line of said 3927.662 Acre Tract to a 5/8 inch iron rod found for the Southwest corner of said 21.761 acre tract;

THENCE; Northeasterly, along the Easterly right-of-way line of said proposed Sienna Parkway, along the Easterly line of said call 7.355 Acre Road Easement and along the Westerly line of said 21.761 Acre Tract with the following courses and distances:

North 19 Degrees, 39 Minutes, 59 Seconds East - 155.25 feet to a point for the South corner of a call 0.521 Acre Tract (Fort Bend County Clerk=s File No. 1999047291);

Along a tangent curve to the right with the following curve data:

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Delta: 1 degree, 51 minutes, 49 seconds
Radius: 7420.00 feet
Length: 241.35 feet
Tangent: 120.68 feet
Chord: North 20 degrees, 35 minutes, 54 seconds East -
241.34 feet to a 5/8 inch diameter iron rod found for
corner;

THENCE; Northeasterly, along the Easterly right-of-way line of Sienna Parkway (160 feet wide, Fort Bend County Clerk's Plat No.20080028) being along a compound curve to the right the radius point bears South 68 degrees, 28 minutes, 12 seconds East with the following curve data:

Delta: 7 degrees, 35 minutes, 24 seconds
Radius: 7420.00 feet
Length: 982.94 feet
Tangent: 492.19 feet
Chord: North 25 degrees, 19 minutes, 30 seconds East -
982.22 feet to a 5/8 inch diameter iron rod with
plastic cap found for the North corner of said call
1.112 acre tract;

THENCE; South 63 degrees, 8 minutes, 18 seconds East, at 465.47 feet pass a 5/8 inch diameter iron rod with plastic cap found for the East corner of said call 1.112 acre tract and for the West corner of a call 0.715 acre tract (Fort Bend County Clerk's File No. 1999047291), in all 827.01 feet to a 5/8 inch diameter iron rod found disturbed for the Eastmost corner of this tract; said corner being an interior corner of said call 0.715 acre tract;

THENCE; South 19 degrees, 40 minutes, 21 seconds West - 749.49 feet to a 5/8 inch diameter iron rod found disturbed for the Southwest corner of said call 0.715 acre tract; said corner being in the Southerly line of said 21.761 acre tract;

THENCE; North 80 degrees, 10 minutes, 45 seconds East, at 4.93 feet pass a point for the corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) from which a 5/8 inch diameter iron rod found for reference in the Northerly line of said 3927.662 acre tract bears North 80 degrees, 10 minutes, 45 seconds East - 35.91 feet;

THENCE; South 19 degrees, 39 minutes, 59 seconds West - 131.19 feet along a Westerly line of said 22.618 acre tract to a 1/2 inch diameter iron rod found for the Southeast corner of this tract;

THENCE; Southwesterly, along a Northerly line of said 22.618 acre tract with the following courses and distances:

South 89 degrees, 47 minutes, 15 seconds West - 85.07 feet to a 1/2 inch diameter iron rod found for corner;

South 80 degrees, 10 minutes, 45 seconds West - 4522.49 feet to a point for the Southwest corner of this tract; said corner being the most Westerly Northwest corner of said 22.618 acre Drainage Easement tract;

THENCE; North 1 degree, 27 minutes, 18 seconds East - 101.97 feet along the Easterly line of the Sienna Plantation Levee Improvement District call 0.936 acre tract

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(Fort Bend County Clerk's File No. 9741281) to a 5/8 inch iron rod with plastic cap found for the most Westerly Northwest corner of this tract; said corner being in the Northerly line of said 3927.662 acre tract;

THENCE; North 80 degrees, 10 minutes, 45 seconds East - 2524.28 feet along the Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 43.119 Acres of Land.

TRACT "D-1"

A FIELD NOTE DESCRIPTION of 15.779 acres of Land being a portion of the UST-Pru Sienna, L.P., 60.649 acre tract (Tract "D", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being a portion of the AFG Pacific Properties, Inc. 28.239 acre tract (Fort Bend County Clerk's File No. 9537104) and being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

FOR CONNECTION, begin at a 5/8 inch diameter iron rod found for the Southwest corner of said 28.239 acre tract; said corner being in the Northerly line of the AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) and being the Southwest corner of a call 8.057 acre tract (Fort Bend County Clerk's File No. 1999047291); **THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 286.60 feet along the Southerly line of said 28.239 acre tract, along the Northerly line of said 3927.662 acre tract and along the Southerly line of said call 8.057 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 8.057 acre tract; said corner being an interior corner of a 43.119 acre tract; **THENCE;** North 19 degrees, 39 minutes, 59 seconds East, at 744.88 feet along a Westerly line of said 60.649 acre tract being along the Easterly line of Reserve "A" of Scanlin Trace Church Subdivision (Fort Bend County Clerk's Plat No. 20090099) pass a 5/8 inch diameter iron rod found disturbed for corner of said 43.119 acre tract in the Southeasterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028), in all 845.27 feet to a 5/8 inch diameter iron rod with plastic cap set in the Northwesterly right-of-way line of said Scanlin Trace for the Southwest corner of and **PLACE OF BEGINNING** for this 15.779 acre tract;

THENCE; North 19 degrees, 39 minutes, 59 seconds East - 682.78 feet continuing along the Westerly line of said 60.649 acre tract to a point for the Westmost Northwest corner of this tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 32 degrees, 58 minutes East - 0.48 feet;

THENCE; Northeasterly, along the Northwesterly line of said 60.649 acre tract and along the Southeasterly line of Sienna Village of Waters Lake Section Six-A Subdivision (Slide Nos. 2269B and 2270A; Plat Records of Fort Bend County, Texas), with the following courses and distances:

North 63 degrees, 12 minutes, 25 seconds East - 614.26 feet to a point for corner;

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North 73 degrees, 47 minutes, 28 seconds East - 402.97 feet to a 5/8 inch iron rod with plastic cap found disturbed for the Northmost corner of this tract;

THENCE; South 63 degrees, 8 minutes, 57 seconds East - 99.83 feet to a 5/8 inch diameter iron rod with plastic cap set for the Eastmost corner of this tract;

THENCE; Southwesterly, along the Northwesterly right-of-way line of Sienna Parkway (160 feet wide, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

South 31 degrees, 23 minutes, 19 seconds West - 23.97 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

Radius:	7580.00 feet
Delta:	8 degrees, 25 minutes, 44 seconds
Length:	1115.11 feet
Tangent:	558.56 feet
Chord:	South 27 degrees, 10 minutes, 27 seconds West - 1114.11 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a reverse curve to the right with the following curve data:

Radius:	35.00 feet
Delta:	89 degrees, 17 minutes, 6 seconds
Length:	54.54 feet
Tangent:	34.57 feet
Chord:	South 67 degrees, 36 minutes, 8 seconds West - 49.19 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

THENCE; Westerly, along the Southwesterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

North 67 degrees, 45 minutes, 19 seconds West - 80.34 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

Radius:	850.00 feet
Delta:	39 degrees, 44 minutes, 41 seconds
Length:	589.62 feet
Tangent:	307.23 feet
Chord:	North 87 degrees, 37 minutes, 40 seconds West - 577.87 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

South 72 degrees, 30 minutes, 0 seconds West - 37.34 feet to the **PLACE OF BEGINNING** and containing 15.779 Acres of Land.

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TRACT "E"

A FIELD NOTE DESCRIPTION of 0.215 acre of Land being the UST-Pru Sienna, L.P., 0.215 acre tract of Land (Tract "E", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the William Hail Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

FOR CONNECTION, begin at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; Thence; North 89 degrees, 45 minutes, 41 seconds East - 793.46 feet to a point for the Southwest corner of the Sienna Plantation Levee Improvement District Parcel "B" - call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281) from which a concrete monument found for reference bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet; THENCE; North 0 degrees, 14 minutes, 19 seconds West - 329.14 feet to a point for corner; THENCE; North 20 degrees, 56 minutes, 35 seconds West - 32.99 feet to a point for the Northwest corner of said call 5.290 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East, at 546.02 feet pass a point for the Northeast corner of said call 5.290 acre tract, in all 661.85 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southwest corner of and **PLACE OF BEGINNING** for this 0.215 acre tract;

THENCE; North 30 degrees, 32 minutes, 42 seconds West - 52.12 feet along an Easterly line of the Sienna Plantation Levee Improvement District call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of this tract;

THENCE; North 89 degrees, 45 minutes, 41 seconds East - 220.96 feet along a Southerly line of the Sienna Plantation Levee Improvement District call 48.949 acre tract (Fort Bend County Clerk's File No. 9741281) to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract;

THENCE; South 0 degrees, 14 minutes, 19 seconds East - 45.00 feet along a Westerly line of said call 48.949 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

THENCE; South 89 degrees, 45 minutes, 41 seconds West - 194.66 feet along a Northerly line of the Sienna Plantation Levee Improvement District call 68.047 acre tract

(Fort Bend County Clerk's File No. 9741281) to the **PLACE OF BEGINNING** and containing 0.215 acre of Land.

TRACT "F"

1.376 acres of Land being Reserve "C" of Sienna Point Section 3 Subdivision (Fort Bend County Clerk's File No. 9897741) (Slide Nos. 1795B, 1796A, 1796B, 1797A, 1797B, and 1798A; Fort Bend County Plat Records.

TRACT "G"

A FIELD NOTE DESCRIPTION of 0.359 acre of Land being the UST-Pru Sienna, L.P., 0.359 acre tract (Tract "G", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

BEGINNING at a 5/8 inch diameter iron rod with cap found for the Northeast corner of a 289.342 acre tract (Tract "B", Fort Bend County Clerk's File No. 98104233); said corner being in the intersection of the centerline of the Houston Lighting and Power Company 200 foot wide easement (Volume 486, Page 840 and Volume 489, Page 526; Deed Records of Fort Bend County, Texas) with the Westerly line of the Sienna Plantation Levee Improvement District call 0.936 acre tract (Fort Bend County Clerk's File No. 9741281); said corner being in the Northerly line of said 3927.662 acre tract and being the Northeast corner of this 0.359 acre tract;

THENCE; South 1 degree, 27 minutes, 18 seconds West - 101.97 feet along the Easterly line of said 289.342 acre tract to a point for the Southeast corner of this tract; said corner being the Southwest corner of said 0.936 acre tract;

THENCE; South 80 degrees, 10 minutes, 45 seconds West - 81.80 feet along the Northerly line of a call 1.880 acre tract (Fort Bend County Clerk's File No. 9897655) to a point for corner;

THENCE; Southwesterly, continuing along the Northerly line of said call 1.880 acre tract being along a tangent curve to the right with the following curve data:

Delta: 10 degrees, 46 minutes, 34 seconds
Radius: 352.00 feet
Length: 66.20 feet
Tangent: 33.20 feet
Chord: South 85 degrees, 34 minutes, 2 seconds West - 66.11 feet to a point for the Southwest corner of this tract;

THENCE; North 9 degrees, 49 minutes, 15 seconds West - 93.79 feet along the Easterly line of a call 0.1148 acre tract (Fort Bend County Clerk's File No. 9707682) to a point for the Northwest corner of this tract; said corner being the Northeast corner

of said call 0.1148 acre tract, being in the Northerly line of said 289.342 acre tract and being in the Northerly line of said 3927.662 acre tract;

THENCE; North 80 degrees, 10 minutes, 45 seconds East - 167.55 feet along the Northerly line of said 289.342 acre tract and along the Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 0.359 acre of Land.

TRACT "H" EASEMENT

A FIELD NOTE DESCRIPTION of 9.295 acres of Land being a call 9.289 acre access easement tract (Fort Bend County Clerk's File No. 2013079099) being over and across the Sienna Plantation Municipal Utility District No. 5 call 9.289 acre tract of land (Fort Bend County Clerk's File No. 2011049918) being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

BEGINNING at an oil well sucker rod found for the most Easterly Northeast corner of the UST-Pru Sienna, L.P., 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731); said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas) and being the Northwest corner of said call 9.289 acre tract; said corner being the Northwest corner of this 9.295 acre tract;

THENCE; North 89 degrees, 35 minutes, 46 seconds East - 106.97 feet along the Northerly line of said call 9.289 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being in the Westerly right-of-way line of State Highway FM 521;

THENCE; Southwesterly, along the Easterly line of said call 9.289 acre tract being along the Westerly right-of-way line of said FM 521 with the following courses and distances:

South 20 degrees, 23 minutes, 52 seconds West - 2652.03 feet to a 5/8 inch diameter iron rod with plastic cap found for corner;

Along a tangent curve to the left with the following curve data:

Radius: 11459.19 feet
Delta: 7 degrees, 0 minutes, 52 seconds
Length: 1402.89 feet
Tangent: 702.32 feet
Chord: South 16 degrees, 53 minutes, 26 seconds West - 1402.02 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

THENCE; South 89 degrees, 41 minutes, 54 seconds West - 102.88 feet along the Southerly line of said call 9.289 acre tract to a 5/8 inch diameter iron rod found for the Southwest corner of this tract; said corner being the Eastmost Southeast corner of said 2907.536 acre tract;

THENCE; Northeasterly, along the most easterly line of said 2907.536 acre tract and along the Westerly line of said call 9.289 acre tract, with the following courses and distances:

North 13 degrees, 46 minutes, 0 seconds East - 213.62 feet to a 5/8 inch diameter iron rod found for corner;

North 14 degrees, 40 minutes, 40 seconds East - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

North 15 degrees, 56 minutes, 20 seconds East - 201.00 feet to a 5/8 inch diameter iron rod found for corner;

North 16 degrees, 51 minutes, 10 seconds East - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

North 17 degrees, 46 minutes, 20 seconds East - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

North 18 degrees, 45 minutes, 10 seconds East - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

North 19 degrees, 46 minutes, 40 seconds East - 142.70 feet to a 5/8 inch diameter iron rod found for corner;

North 20 degrees, 23 minutes, 30 seconds East - 2692.80 feet to the **PLACE OF BEGINNING** and containing 9.295 acres of Land.

EXHIBIT "B"
FORMULA FOR ALLOCATING ASSESSMENT UNITS AND VOTES

1. Determination of Equivalent Units. For the purposes of allocating Assessments and votes to Tracts within the Development, each Tract shall be assigned a number of "Equivalent Units". The number of Equivalent Units for each Tract shall be determined based upon the land use classification of the Tract and the Improvements thereon in accordance with the table set forth below.

Notwithstanding any provision of this Master Covenant to the contrary, Declarant, during the Development Period, and the Board thereafter, may unilaterally amend this Exhibit to create additional land use classifications and assign Equivalent Units to such new classifications, or to modify the existing Equivalent Unit allocations, so long as such modifications do not adversely impact existing Owners without their consent. In the event that the land use classification for a particular Tract is not apparent, the determination of land use by Declarant, during the Development Period, and the Board thereafter, shall be controlling.

<u>Land Use Classification</u>	<u>Equivalent Units</u>
Unimproved Tract intended for commercial use	8 per acre (rounded to the nearest half acre)
Improved Tract intended for commercial use	8 per acre (rounded to the nearest half acre) + 0.2 per 1000 square feet of gross floor area within improvements
Tract used for church, civic, school, or not-for-profit activities	Exempt* (provided, however, that the exemption does not apply to land used for operating a private school)

*Exemption from Equivalent Units exempts the Tract from both Assessments and votes.

2. Calculation of Assessments. The percentage share of the Assessments to be levied against a particular Tract shall be computed by dividing the number of Equivalent Units assigned to the Tract by the total number of Equivalent Units assigned to all Tracts within the Development, then multiplying the resulting percentage by the total annual Assessments to determine the amount of Assessments to be levied against the particular Tract.

For example, assuming 500 total Equivalent Units in the Development and total annual Assessments of \$50,000.00, if a particular Tract is assigned an Equivalent Unit of 1.0, the Assessment Unit for such Tract would be 1/500 and the annual Assessment for such Tract would be \$100.00 (i.e., $1.0/500 \times \$50,000.00 = \100.00).

3. Calculation of Votes. Each Tract shall be allocated the number of votes corresponding to the number of Equivalent Units assigned to the Tract.

4. Computation. The land use classification and the number of Equivalent Units assigned to each Tract, and the annual Assessment to be levied against each Tract, shall be calculated at least

annually as part of the Association's budget prior to the beginning of each fiscal year. If the use of a Tract changes during the fiscal year, or if additional square footage of Improvements are added to the Tract, Declarant during the Development Period, and the Board thereafter, shall be authorized to adjust the Equivalent Units against the Tract effective with such change in use, but Declarant or the Board, as applicable, need not reallocate Equivalent Units against all Tracts to take into account such change until the budget is re-determined. Notice of the Equivalent Units for each Tract (including a summary of the computations) shall be sent to each Owner together with the Assessment notice, and shall not be required to be contained in an amended Notice of Annexation.

In the event that additional real property is made subject to this Master Covenant between annual cutoff dates for computation of Equivalent Units, the Assessment Units and votes for each Tract shall be recalculated and notice of such recalculated percentages shall be sent to each Owner; provided, however, that no adjustments shall be made in any Assessments previously levied to reflect such recalculation.