



Upon Recording Return To:

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**SHARED AMENITIES
AND COST ALLOCATION AGREEMENT**

This Shared Amenities and Cost Allocation Agreement (the "**Agreement**") is made by and between **TOLL-GTIS PROPERTY OWNER, LLC**, a Texas limited liability company ("**Toll-GTIS**"), **SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.**, a Texas nonprofit corporation ("**SPCAI**"), **SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.**, a Texas nonprofit corporation ("**SPRAI**") and **SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation (the "**SPPOA**") (individually and collectively referred to herein as a "**Party**" or the "**Parties**") and is as follows:

RECITALS

A. Sienna Plantation is a development located in Fort Bend County, Texas. A portion of Sienna Plantation ("**Sienna**") has been made subject to 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**"). SPRAI is generally depicted on the map, attached hereto as Exhibit "A". SPRAI is the homeowners' association created to administer the SPRAI Restrictions. SPRAI operates, manages, administers, and maintains amenities (the "**SPRAI Amenities**") for the benefit of its members and their guests and invitees. SPRAI levies assessments, fees, and charges against its members to discharge anticipated expenditures of SPRAI, including those expenditures for the SPCAI Amenities and the SPPOA Boulevard Maintenance Areas (defined below).

B. Sienna is also subject to 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 SPPOA administers certain community facilities, including roadways, signage, monumentation and landscaping (the "**SPPOA Boulevard Maintenance Areas**") for the benefit of its members and their guests and invitees. SPPOA levies assessments, fees, and charges against its members (which include

the members of SPRAI) to discharge anticipated expenditures of SPPOA, including those expenditures for the SPCAI Boulevard Maintenance Areas (defined below).

C. Toll-GTIS owns certain property near Sienna (herein referred to as “**Sienna South**”), generally depicted on the map, attached hereto as Exhibit “B”. Sienna South will not be made subject to the SPRAI Restrictions or the SPPOA Restrictions (defined above). Instead, Toll-GTIS, acting as the declarant, will record separate covenants, conditions and restrictions for Sienna South (the “**SPCAI Restrictions**”). SPCAI is the property owners’ association created to administer the SPCAI Restrictions. SPCAI will have the authority to operate, manage, administer, and maintain amenities (the “**SPCAI Amenities**”) for the benefit of its members and their guests and invitees. In addition, SPCAI shall administer certain community facilities, including roadways, signage, monumentation and landscaping (the “**SPCAI Boulevard Maintenance Areas**”) for the benefit of its members and their guests and invitees. SPCAI will levy assessments, fees, and charges against its members to discharge anticipated expenditures of SPCAI, including those expenditures for the SPRAI Amenities and the SPPOA Boulevard Maintenance Areas.

D. SPRAI, SPPOA, Toll-GTIS and SPCAI desire to enter into this Agreement to set forth the terms and conditions by which: (i) members of SPCAI may utilize the SPRAI Amenities described on Exhibit “C-1” (the “**SPRAI Shared Amenities**”); and (ii) members of SPRAI may utilize the SPCAI Amenities described on Exhibit “C-2” (the “**SPCAI Shared Amenities**”) (the SPRAI Shared Amenities and SPCAI Shared Amenities collectively referred to herein as the “**Shared Amenities**”). All of the Shared Amenities are intended to be member-controlled and not available to the general public.

E. SPRAI, SPPOA, Toll-GTIS and SPCAI further desire to enter into this Agreement to set forth the terms and conditions by which members of SPRAI, SPPOA and SPCAI will share in the costs of the SPPOA Boulevard Maintenance Areas described on Exhibit “D-1” (the “**SPPOA Shared Boulevard Maintenance Areas**”) and the SPCAI Boulevard Maintenance Areas described on Exhibit “D-2” (the “**SPCAI Shared Boulevard Maintenance Areas**”) (the SPPOA Shared Boulevard Maintenance Areas and the SPCAI Shared Boulevard Maintenance Areas are collectively referred to herein as the “**Shared Boulevard Maintenance Areas**”).

F. SPRAI, SPPOA, Toll-GTIS and SPCAI further desire to enter into this Agreement to set forth the terms and conditions by which SPRAI, SPPOA and SPCAI may jointly share in community management services, as further set forth herein.

G. A majority of the Board of Directors of each of SPRAI, SPPOA and SPCAI have approved the terms and provisions of this Agreement as evidenced by the Secretary and President of each association executing this Agreement in the spaces provided below. Further, Toll-GTIS hereby represents and warrants that the individual executing this Agreement in the spaces provided below on behalf of Toll-GTIS has the requisite power and authority to execute and deliver this Agreement and reflects Toll-GTIS’s approval of the terms and provisions

contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, SPRAI, SPPOA, Toll-GTIS and SPCAI agree as follows:

1. **Reciprocal Easements for Use.** The easements granted and conveyed, as set forth below, are intended to apply to each member of SPRAI and SPCAI, including each guest and invitee of the member provided the guest and invitee has access to the amenities administered and maintained by the respective association pursuant to the rules of such association (herein referred to as a “**Permittee**”).

(a) SPRAI Shared Amenities. SPRAI hereby grants and conveys to SPCAI, and the Permittees of SPCAI, a perpetual non-exclusive easement over and across the SPRAI Shared Amenities for the purpose of ingress and egress, access and use of the SPRAI Shared Amenities, which easement will be held by SPCAI for the benefit of each Permittee of SPCAI. The easement established herein is subject to rules and regulations adopted from time to time by SPRAI (the “**SPRAI Amenity Rules**”), if any; provided however, that the SPRAI Amenity Rules will apply, on a non-preferential basis to Permittees of SPCAI and SPRAI. SPCAI will adopt a rule requiring Permittees of SPCAI to comply with the terms and provisions of the SPRAI Amenity Rules.

(b) SPCAI Shared Amenities.

(1) Construction of SPCAI Shared Amenities. Presently, Toll-GTIS has yet to construct any of the SPCAI Shared Amenities. Toll-GTIS has not made and hereby disclaims any warranties or representations regarding the location, size, type, or date of completion of the SPCAI Shared Amenities, and it is presently intended that the SPCAI Shared Amenities, will be constructed over an extended period of time. The SPCAI Shared Amenities to be constructed shall complement the existing SPRAI Shared Amenities and be of comparable quality, size, capacity and enhancement to Sienna South as the existing SPRAI Shared Amenities are to Sienna. At a minimum, the SPCAI Shared Amenities shall include: water based recreational elements, enclosed and conditioned building space suitable for lifestyle programming and outdoor recreational elements such as, but not limited to, playground structures and sports court elements. Unless otherwise agreed to in writing by the Parties, which consent shall not be unreasonably withheld, construction for the initial amenity for the SPCAI Shared Amenities shall commence by Toll-GTIS no later than the Fall of 2015 and additional amenities intended for the SPCAI Shared Amenities shall be completed on the following estimated schedule:

2nd SPCAI Shared Amenity: No later than the conveyance of the 2500th Residential Lot with a completed residence thereon to a 3rd party other than Toll-GTIS, a Homebuilder or Residential Developer; and

3rd SPCAI Shared Amenity: No later than the conveyance of the 4500th Residential Lot with a completed residence thereon to a 3rd party other than Toll-GTIS, a Homebuilder or Residential Developer.

For purposes of this paragraph, (i) **“Residential Lot”** means a portion of the Sienna South shown as a subdivided lot on a recorded final plat which is intended and designated solely for single-family residential use; (ii) **“Homebuilder”** refers to any owner within Sienna South (other than Toll-GTIS) who is in the business of constructing single-family residences and acquires all or a portion of the Property to construct single-family residences for resale to third parties; and (iii) **“Residential Developer”** refers to any owner within Sienna South who acquires raw land, one or more Residential Lots, or any other portion of Sienna South for the purpose of resale to a Homebuilder.

Toll-GTIS will provide SPRAI written notice as and when Toll-GTIS has decided to construct any of the SPCAI Shared Amenities which notice will include the general location and description of such SPCAI Amenity and an estimated completion date (the **“SPCAI Amenity Notice”**). The SPCAI Amenity Notice shall in no event be construed to create any obligation on Toll-GTIS to complete the amenities described in the notice, and it is understood and agreed that Toll-GTIS may supplement, remove, or otherwise modify the amenities described in the notice. SPRAI must agree that the SPCAI Amenity to be constructed will be considered a Shared Use Amenity for purposes of this Agreement, which agreement shall not be unreasonably withheld.

(2) SPCAI Shared Amenities Easement. Toll-GTIS and SPCAI hereby grant and convey to SPRAI, and the Permittees of SPRAI, a perpetual non-exclusive easement over and across the SPCAI Shared Amenities for the purpose of ingress and egress, access and use of the SPCAI Shared Amenities. The easement granted and conveyed to the Permittees of SPRAI shall be effective on the date a SPCAI Shared Amenity is available for use by Permittees of SPCAI. The easement granted and conveyed to the Permittees of SPRAI will be subject to rules and regulations adopted from time to time by SPCAI (the **“SPCAI Amenity Rules”**), if any; provided however, that the SPCAI Amenity Rules will apply, on a non-preferential basis to Permittees of SPRAI and SPCAI. SPRAI will adopt a rule requiring Permittees of SPRAI to comply with the terms and provisions of the SPCAI Amenity Rules.

(c) Violations of Shared Rules. In the event a Permittee of SPCAI violates the terms and provisions of the SPRAI Amenity Rules or, conversely, a Permittee of SPRAI violates the terms and provisions of the SPCAI Amenity Rules (together, the SPRAI Amenity Rules and the SPCAI Amenity Rules are herein referred to as the “**Shared Rules**”), either SPRAI or SPCAI, as applicable, will provide written notice to the other identifying the Permittee, the date of the violation, and a description of the violation. Both SPRAI and SPCAI will address violations of the Shared Rules utilizing the same procedures as each of them would utilize to address violations by their own members, which shall include the right of each of them to exercise discretion to take immediate enforcement action when determined to be necessary; provided however, that if any such immediate enforcement action is taken which would affect the future use of any of the Shared Amenities by the Permittee committing the violation, the association taking the enforcement action shall provide written notice to the other identifying the Permittee, the date of the violation, the description of the violation and the enforcement action taken. SPRAI and SPCAI shall each provide the other with all updates to any of the Shared Rules or other enforcement policies adopted by either of them which are attributable thereto. Any fine assessed by SPRAI or SPCAI as a result of any violation of the Shared Rules shall be collected by the other from the Permittee committing the violation, which may also include all costs and attorney’s fees incurred in the collection thereof. However, the whole amount of the fine must be remitted to the association assessing the fine and in no event shall the amount of any such fine collected and remitted to the assessing association be less than the amount that the collecting association would fine for a similar violation. By way of illustration and not limitation, if SPRAI would fine \$50.00 for a particular violation of a Permittee of SPCAI, the amount collected by SPCAI for that violation must be in an amount sufficient to cover the fine imposed by SPRAI and its costs and attorney’s fees incurred to effectuate such fine collection such that no less than \$50.00 is remitted to SPRAI; the converse would be true in the instance of a fine assessed by SPCAI for a particular violation committed by a Permittee of SPRAI.

(d) Recordation of the Reciprocal Easements. The reciprocal easements granted hereunder shall be evidenced by the recitation thereof in the SPCAI Restrictions or by separate instrument recorded in the Official Public Records of Fort Bend County, Texas.

2. **Maintenance Standards.** The obligations of SPPOA, SPRAI and SPCAI set forth in this *Paragraph 2* shall only: (i) apply to the Shared Amenities and Shared Boulevard Maintenance Areas operated and maintained by SPRAI, SPPOA and SPCAI; and (ii) inure to the benefit of SPRAI, SPPOA and SPCAI, but not to any individual members of such associations.

SPRAI, SPPOA and SPCAI shall maintain or cause to be maintained the Shared Amenities and the Shared Boulevard Maintenance Areas in good condition and repair, ordinary wear and tear excepted, and further agree to perform any capital improvements or repairs

necessary or required to discharge their obligations hereunder. SPRAI, SPPOA and SPCAI may modify, repair, reconstruct, or relocate all or any portion of the Shared Amenities or the Shared Maintenance Boulevard Areas in such manner as SPRAI, SPPOA and SPCAI may reasonably determine. SPRAI, SPPOA and SPCAI may, from time to time, close the Shared Amenities or the Shared Boulevard Maintenance Areas as may be reasonably necessary in connection with the performance of maintenance, construction, and/or repair. SPRAI, SPPOA and SPCAI will provide, except in the case of an emergency threatening life or property or routine and scheduled maintenance, written notice to each other at least ten (10) days prior to any closure which notice will include the reason for the closure and the expected duration thereof.

3. Shared Boulevard Maintenance Areas Cost Allocation.

(a) SPPOA Shared Boulevard Maintenance Areas. Based upon Billable Units (as defined below), SPCAI shall pay to SPPOA a pro rata share (the “**SPPOA Shared Boulevard Maintenance Areas Cost Allocation**”) of the anticipated costs to maintain, repair and manage the SPPOA Shared Boulevard Maintenance Areas, including a reasonable amount for contingencies and replacement reserves (the “**SPPOA Anticipated Shared Boulevard Maintenance Areas Costs**”). For the purposes of this Agreement, “**Billable Units**” means separately (a) the number of Equivalent Units subject to the SPPOA Restrictions (as defined in the SPPOA Restrictions) and (b) the number of Eligible Lots subject to the SPCAI Restrictions. For the purposes of this Agreement, “**Eligible Lots**” means separately (y) the number of platted lots reflected on a final recorded plat which have been made subject to the SPRAI Restrictions and (z) the number of platted lots reflected on a final recorded plat which have been made subject to the SPCAI Restrictions. The SPPOA Shared Boulevard Maintenance Areas Cost Allocation percentage will be determined by dividing the total number of Billable Units subject to the SPCAI Restrictions, by the total number of Billable Units subject to the SPPOA Restrictions, plus the total number of Billable Units made subject to the SPCAI Restrictions, multiplied by 100. Such percentage shall be calculated to two decimal places. For example only and not by way of exact numbers, the percentage shall be determined as follows:

BILLABLE UNITS SUBJECT TO SPCAI RESTRICTIONS:	500
BILLABLE UNITS SUBJECT TO SPPOA RESTRICTIONS:	9500
SPPOA SHARED BOULEVARD MAINTENANCE AREAS COST ALLOCATION*: (500/[500+9500]) X 100	5.00%

*** Percentage of costs allocated to SPCAI and payable to SPPOA.**

The SPPOA Shared Boulevard Maintenance Area Cost Allocation to be applied for each calendar year will be determined on November 1st of the prior calendar year. SPPOA will be required to levy the SPPOA Anticipated Shared Boulevard Maintenance

Areas Costs, excluding the Shared Boulevard Maintenance Areas Cost Allocation, against all members of the SPPOA. SPCAI will be required to levy the amount represented by the SPPOA Shared Boulevard Maintenance Areas Cost Allocation against all members of SPCAI. The terms of payment by SPCAI to SPPOA of the SPPOA Shared Boulevard Maintenance Areas Cost Allocation will be the same as the terms applicable to payment of the SPPOA Shared Boulevard Area Anticipated Maintenance Costs by members of the SPPOA. The SPPOA will provide SPCAI with any changes to payment terms applicable to members of the SPPOA at least thirty (30) days prior the date such terms will be effective. If the changes in payment terms are adopted during a calendar year, such changes will be effective as to SPCAI on January 1st of the next calendar year.

The SPPOA will prepare, on an annual basis, a budget (the “**SPPOA Shared Boulevard Maintenance Areas Budget**”) of the SPPOA Anticipated Shared Boulevard Maintenance Area Costs, which will include the amount represented by the SPPOA Shared Boulevard Maintenance Area Cost Allocation. By way of example only, the SPPOA Shared Boulevard Maintenance Areas Budget adopted for the calendar year 2015 is attached hereto as Exhibit “E-1”. The SPPOA Shared Boulevard Maintenance Areas Budget will be provided to SPCAI at least thirty (30) days prior to adoption by SPPOA, unless the Parties agree otherwise.

On or before ninety (90) days after the end of each calendar year, the SPPOA will deliver to SPCAI a reconciliation of the SPPOA Shared Boulevard Maintenance Areas Budget which reconciliation will include, for the budget period, the actual costs incurred by the SPPOA versus the estimated costs as set forth on such budget (the “**Reconciliation**”). If the estimated costs exceed the actual costs (an “**Overage**”), the Overage will be applied to the reserves for the SPPOA. SPCAI, at its sole cost and expense, will be entitled to inspect and audit the books and records pertaining to the SPPOA Shared Boulevard Maintenance Areas Budget and the actual SPPOA Anticipated Shared Boulevard Maintenance Area Costs upon thirty (30) days advance written notice. Any inspection and audit requested by SPCAI hereunder shall occur not more than once per calendar year during normal business hours of operation of the SPPOA.

If the actual costs exceed the estimated costs (an “**SPPOA Shortfall**”), on or before September 1st of each year, SPPOA shall invoice SPCAI for its proportionate share of such SPPOA Shortfall, which shall be due and payable within thirty (30) days of receipt of such invoice by SPCAI.

(b) SPCAI Shared Boulevard Maintenance Areas. Based upon Billable Units, SPPOA shall pay to SPCAI a pro rata share (the “**SPCAI Shared Boulevard Maintenance Areas Cost Allocation**”) of the anticipated costs to maintain, repair and manage the SPCAI Shared Boulevard Maintenance Areas, including a reasonable

amount for contingencies and replacement reserves (the **“SPCAI Anticipated Shared Boulevard Maintenance Areas Costs”**). The SPCAI Shared Boulevard Maintenance Areas Cost Allocation percentage will be determined by dividing the total number of Billable Units subject to the SPPOA Restrictions, by the total number of Billable Units subject to the SPCAI Restrictions, plus the total number of Billable Units made subject to the SPPOA Restrictions, multiplied by 100. Such percentage shall be calculated to two decimal places. For example only and not by way of exact numbers, the percentage shall be determined as follows:

BILLABLE UNITS SUBJECT TO SPPOA RESTRICTIONS:	9500
BILLABLE UNITS SUBJECT TO SPCAI RESTRICTIONS:	6000
SPCAI SHARED BOULEVARD MAINTENANCE AREAS COST ALLOCATION*: (9500/[9500+6000]) X 100	61.29%

*** Percentage of costs allocated to SPPOA and payable to SPCAI.**

The SPCAI Shared Boulevard Maintenance Area Cost Allocation to be applied for each calendar year will be determined on November 1st of the prior calendar year. SPCAI will be required to levy the SPCAI Anticipated Shared Boulevard Maintenance Areas Costs, excluding the SPCAI Shared Boulevard Maintenance Areas Cost Allocation, against all members of SPCAI. SPPOA will be required to levy the amount represented by the SPCAI Shared Boulevard Maintenance Areas Cost Allocation against all members of SPPOA. The terms of payment by SPPOA to SPCAI of the SPCAI Shared Boulevard Maintenance Areas Cost Allocation will be the same as the terms applicable to payment of the SPCAI Shared Boulevard Area Anticipated Maintenance Costs by members of SPCAI. SPCAI will provide SPPOA with any changes to payment terms applicable to members of SPCAI at least thirty (30) days prior the date such terms will be effective. If the changes in payment terms are adopted during a calendar year, such changes will be effective as to SPPOA on January 1st of the next calendar year.

SPCAI will prepare, on an annual basis, a budget (the **“SPCAI Shared Boulevard Maintenance Areas Budget”**) of the SPCAI Anticipated Shared Boulevard Maintenance Area Costs, which will include the amount represented by the SPCAI Shared Boulevard Maintenance Areas Cost Allocation. By way of example only, the SPCAI Shared Boulevard Maintenance Areas Budget to be adopted for the calendar year 2015 is attached hereto as Exhibit “E-2”. The SPCAI Shared Boulevard Maintenance Areas Budget will be provided to SPPOA at least thirty (30) days prior to adoption by SPCAI, unless the Parties agree otherwise.

On or before ninety (90) days after the end of each calendar year, SPCAI will deliver to SPPOA a reconciliation of the SPCAI Shared Boulevard Maintenance Areas Budget which reconciliation will include, for the budget period, the actual costs incurred

by SPCAI versus the estimated costs as set forth on such budget (the “**Reconciliation**”). If the estimated costs exceed the actual costs (an “**Overage**”), the Overage will be applied to the reserves for SPCAI. SPPOA, at its sole cost and expense, will be entitled to inspect and audit the books and records pertaining to the SPCAI Shared Boulevard Maintenance Areas Budget and the actual SPCAI Anticipated Shared Boulevard Maintenance Area Costs upon thirty (30) days advance written notice. Any inspection and audit requested by SPPOA hereunder shall occur not more than once per calendar year during normal business hours of operation of SPCAI.

If the actual costs exceed the estimated costs (a “**SPCAI Shortfall**”), on or before September 1st of each year, SPCAI shall invoice SPPOA for its proportionate share of such SPCAI Shortfall, which shall be due and payable within thirty (30) days of receipt of such invoice by SPPOA.

(c) SPRAI Shared Amenities. For and in consideration for use of the SPRAI Shared Amenities, SPCAI shall pay to SPRAI a pro rata share (the “**SPRAI Shared Amenities Maintenance Cost Allocation**”) of the anticipated costs to maintain, repair, and manage the SPRAI Shared Amenities, including a reasonable amount for contingencies and replacement reserves (the “**SPRAI Shared Amenities Anticipated Maintenance Costs**”). The SPRAI Shared Amenities Maintenance Cost Allocation percentage will be determined by dividing the total number of Eligible Lots made subject to the SPCAI Restrictions, by the total number of Eligible Lots subject to the SPRAI Restrictions, plus the total number of Eligible Lots subject to the SPCAI Restrictions multiplied by 100. Such percentage shall be calculated to two decimal places. For example only and not by way of exact numbers, the percentage shall be determined as follows:

ELIGIBLE LOTS SUBJECT TO SPCAI RESTRICTIONS:	2000
ELIGIBLE LOTS SUBJECT TO SPRAI RESTRICTIONS:	5000
SPRAI SHARED AMENITIES MAINTENANCE COST ALLOCATION*: (2000 / [5000+2000] X 100	28.57%

*** Percentage of costs allocated to SPCAI and payable to SPRAI.**

The SPRAI Shared Amenities Maintenance Cost Allocation to be applied for each calendar year will be determined on November 1st of the prior calendar year. SPRAI will be required to levy the SPRAI Shared Amenities Anticipated Maintenance Costs, excluding the SPRAI Shared Amenities Maintenance Cost Allocation, against all members of SPRAI. SPCAI will be required to levy the amount represented by the SPRAI Shared Amenities Maintenance Cost Allocation against all members of SPCAI. The terms of payment of the SPRAI Shared Amenities Maintenance Cost Allocation will be the same as the terms applicable to payment of the SPRAI Shared Amenities

Anticipated Maintenance Costs by members of SPRAI. SPRAI will provide SPCAI with any changes to payment terms applicable to members of SPRAI at least thirty (30) days prior the date such terms will be effective. If the changes in payment terms are adopted during a calendar year, such changes will be effective as to SPCAI on January 1st of the next calendar year.

SPRAI will prepare, on an annual basis, a budget (the “**SPRAI Amenities Budget**”) of the SPRAI Shared Amenities Anticipated Maintenance Costs which will include the SPRAI Shared Amenities Maintenance Cost Allocation. By way of example only, the SPRAI Amenities Budget adopted for the calendar year 2015 is attached hereto as Exhibit “F-1”. The SPRAI Amenities Budget will be provided to SPCAI at least thirty (30) days prior to adoption by SPRAI, unless otherwise agreed to by the Parties.

On or before ninety (90) days after the end of each calendar year, SPRAI will deliver a Reconciliation to SPCAI. Any Overage will be applied to SPRAI reserves. SPCAI, at its sole cost and expense, will be entitled to inspect and audit the books and records pertaining to the actual SPRAI Shared Amenities Anticipated Maintenance Costs upon thirty (30) days advance written notice. Any inspection and audit requested by SPCAI hereunder shall occur not more than once per calendar year during normal business hours of operation of SPRAI. If the actual costs exceed the estimated costs (an “**SPRAI Shortfall**”), on or before September 1st of each year, SPRAI shall invoice SPCAI for its proportionate share of such SPRAI Shortfall, which shall be due and payable within thirty (30) days of receipt of such invoice by SPCAI.

In addition to the amounts set forth above, Toll-GTIS and SPRAI shall share in the costs of expanding the fitness facility, which is one of the SPRAI Shared Amenities. The terms and conditions of such expansion and the costs thereof shall be agreed upon in writing and set forth in a separate agreement to be executed by SPRAI and Toll-GTIS.

(d) SPCAI Shared Amenities. For and in consideration for use of the SPCAI Shared Amenities, SPRAI shall pay to SPCAI a pro rata share (the “**SPCAI Shared Amenities Maintenance Cost Allocation**”) of the anticipated costs to maintain, repair, and manage the SPCAI Shared Amenities, including a reasonable amount for contingencies and replacement reserves (the “**SPCAI Shared Amenities Anticipated Maintenance Costs**”). The SPCAI Shared Amenities Maintenance Cost Allocation percentage will be determined by dividing the total number of Eligible Lots made subject to the SPRAI Restrictions, by the total number of Eligible Lots subject to the SPCAI Restrictions, plus the total number of Eligible Lots subject to the SPRAI Restrictions multiplied by 100. Such percentage shall be calculated to two decimal places. For example only and not by way of exact numbers, the percentage shall be determined as follows:

ELIGIBLE LOTS SUBJECT TO SPRAI RESTRICTIONS:	5000
ELIGIBLE LOTS SUBJECT TO SPCAI RESTRICTIONS:	2000**
SPCAI SHARED AMENITIES MAINTENANCE COST ALLOCATION*: (5000 / [2000+5000] X 100	71.43%**

* Percentage of costs allocated to SPRAI and payable to SPCAI.

** Notwithstanding anything to the contrary contained herein, until December 31, 2017, the minimum total number of Eligible Lots which shall be attributed as subject to the SPCAI Restrictions for the following years shall be (i) 2015 = 500 Eligible Lots, (ii) 2016 = 1000 Eligible Lots, and (iii) 2017 = 1500 Eligible Lots, and for each year thereafter, the total number of Eligible Lots which shall be attributed as subject to the SPCAI Restrictions shall be the greater of (iv) the actual number of Eligible Lots then subject to the SPCAI Restrictions, or (v) 1500 Eligible Lots.

The SPCAI Shared Amenities Maintenance Cost Allocation to be applied for each calendar year will be determined on November 1st of the prior calendar year. SPCAI will be required to levy the SPCAI Shared Amenities Anticipated Maintenance Costs, excluding the SPCAI Shared Amenities Maintenance Cost Allocation, against all members of SPCAI. SPRAI will be required to levy the amount represented by the SPCAI Shared Amenities Maintenance Cost Allocation against all members of SPRAI. The terms of payment of the SPCAI Shared Amenities Maintenance Cost Allocation will be the same as the terms applicable to payment of the SPCAI Shared Amenities Anticipated Maintenance Costs by members of SPCAI. SPCAI will provide SPRAI with any changes to payment terms applicable to members of SPCAI at least thirty (30) days prior the date such terms will be effective. If the changes in payment terms are adopted during a calendar year, such changes will be effective as to SPRAI on January 1st of the next calendar year.

SPCAI will prepare, on an annual basis, a budget (the “**SPCAI Amenities Budget**”) of the SPCAI Shared Amenities Anticipated Maintenance Costs which will include the SPCAI Shared Amenities Maintenance Cost Allocation. By way of example only, the form of the SPCAI Amenities Budget to be adopted for the calendar year 2015 is attached hereto as Exhibit “F-2”. The SPCAI Amenities Budget will be provided to SPRAI at least thirty (30) days prior to adoption by SPCAI, unless otherwise agreed to by the Parties.

On or before ninety (90) days after the end of each calendar year, SPCAI will deliver a Reconciliation to SPRAI. Any Overage will be applied to SPCAI reserves. SPRAI, at its sole cost and expense, will be entitled to inspect and audit the books and records pertaining to the actual SPCAI Shared Amenities Anticipated Maintenance Costs upon thirty (30) days advance written notice. Any inspection and audit requested by SPRAI hereunder shall occur not more than once per calendar year during normal

business hours of operation of SPCAI. If the actual costs exceed the estimated costs (a “**SPCAI Shortfall**”), on or before September 1st of each year, SPCAI shall invoice SPRAI for its proportionate share of such SPCAI Shortfall, which shall be due and payable within thirty (30) days of receipt of such invoice by SPRAI.

4. Shared Management and Administration. To achieve economies of scale and uniformity in the management and administration of the Shared Amenities by and on behalf of the respective communities, SPCAI and SPPOA may each retain SPRAI to perform certain services as its community manager (the “**Community Manager**”), which shall include the following: (i) administration and management of the Shared Boulevard Maintenance Areas and the Shared Amenities, including the Shared Rules; (ii) preparation and approval of the SPPOA Shared Maintenance Areas Budget, the SPCAI Shared Maintenance Areas Budget, the SPRAI Amenities Budget and the SPCAI Amenities Budget (together, the “**Shared Budgets**”); and (iii) accounting for, managing and administering the SPPOA Shared Maintenance Areas Anticipated Maintenance Costs, the SPCAI Shared Maintenance Areas Anticipated Maintenance Costs, the SPRAI Shared Amenities Anticipated Maintenance Costs and the SPCAI Shared Amenities Anticipated Maintenance Costs (collectively, the “**Shared Maintenance Costs**”) pursuant to and in accordance with this Agreement (the “**Shared Management**”). SPRAI is currently retained by SPPOA as its Community Manager pursuant to a written management agreement. Likewise, the terms and conditions of the Community Manager’s appointment, duties and obligations as such in respect to the management and administration of SPCAI shall be agreed upon in writing and set forth in a separate management agreement with an initial term of no less than four (4) years to be executed by SPRAI and Toll-GTIS, or SPCAI, as applicable, which shall be terminable pursuant to the terms and conditions set forth therein.

To further achieve the objectives set forth in this *Paragraph 4*, the Boards of Directors of SPPOA, SPRAI and SPCAI may establish a shared advisory panel (the “**Advisory Panel**”) to be comprised of either (2) Directors of or two (2) representatives appointed by the Board of Directors of each association. The Advisory Panel will be authorized to discuss and make recommendations to the Boards of Directors of each association in accordance with this Agreement with respect to issues of importance to each association or issues affecting the membership and administration of each association, including issues affecting the Shared Boulevard Maintenance Areas, the Shared Amenities, the Shared Budgets, the Shared Maintenance Costs and the Shared Rules, although such recommendations shall be advisory in nature only. The Advisory Panel may discuss maintenance issues with regard to the Shared Boulevard Maintenance Areas or suggestions as to rules and regulations and compliance therewith in regard to the Shared Amenities. Further, the Advisory Panel will be authorized to discuss and make recommendations to the Boards of Directors of each of association in accordance with this Agreement with respect to issues affecting the Shared Management of each association, which may include discussion and recommendations to SPRAI’s Board of Directors with respect to performance issues affecting the most senior management or other key personnel employed by SPRAI in carrying out the duties and obligations required by the Shared Management hereunder. Although any recommendations by the Advisory Panel shall be

advisory in nature only, when considering and acting upon such recommendations, the Boards of Directors of SPPOA, SPRAI and SPCAI shall exercise their duties in accordance with the business judgment rule. If established, the Advisory Panel shall meet periodically from time to time as needed, but at a minimum, the Advisory Panel shall meet at least annually.

5. **Insurance and Release.** SPCAI, SPRAI, Toll-GTIS and SPPOA shall, at all times during the term of this Agreement, keep or cause to be kept in force a policy or policies of comprehensive general liability insurance, or an endorsement on a blanket comprehensive general liability insurance policy or policies, insuring against any and all claims and liabilities arising out of damage to persons or property through use of the Shared Amenities operated and maintained by such association. Toll-GTIS may satisfy the requirements of this *Paragraph 5* by including the insurance obligations of SPCAI within a master insurance program controlled by Toll-GTIS so long as the limits in the event of a loss to property is not shared with any other community associations and the policy limits are not less than full replacement costs of the Shared Amenities. Each required policy shall contain a cross-liability endorsement, and certificates of insurance evidencing the existence in force of the policies of insurance required to be obtained pursuant to this *Paragraph 5*, together with endorsements showing each association has been named as an additional insured on such other association's policy or policies. Each policy or policies shall be delivered by each association to the others on or before fifteen (15) days after issuance. Each of these certificates shall provide that such insurance shall not be cancelled or materially amended unless thirty (30) days prior written notice of such cancellation or amendment is given to any additional insured named on such policy. Each association and Toll-GTIS will hold one another, and their officers, directors, agents, employees, managers, affiliates, successors and assigns, harmless from and against any and all injury, loss, damage, liability (or any claims in respect of the foregoing), costs or expenses (including, without limitation, reasonable attorney's fees), of whatever nature, to any person or property caused or claimed to be caused or resulting from use of the Shared Amenities. Each association's insurance shall be primary for the Shared Amenities and will provide coverage to the others as additional named insureds, with waivers of subrogation.

6. **Term.** Unless this Agreement is otherwise terminated pursuant to this *Paragraph 6* or as a result of any actions taken under *Paragraph 7* below, the terms, conditions, restrictions, easements, and charges set out in this Agreement will inure to the benefit of and be enforceable by SPPOA, SPRAI, Toll-GTIS and SPCAI for an initial term of thirty (30) years, which term shall be automatically renewed for successive ten (10) year periods.

(a) **By Agreement or Material Default.** This Agreement may be terminated: (i) upon the written agreement of SPPOA, SPRAI, Toll-GTIS and SPCAI; or (ii) in the event of a material default hereunder, upon sending ninety (90) days advance written notice to the Party committing default (the "**Defaulting Party**") of the intent to terminate this Agreement. In the event of a termination under this *Paragraph 6(a)*, such termination, including the right of access and easements created hereunder, shall be

reflected in a written instrument recorded in the Official Public Records of Fort Bend County, Texas. For purposes of this Agreement, a “**material default**” shall mean the failure to commence construction or to complete the construction of any of the Shared Amenities within three (3) years from the Effective Date of this Agreement. For purposes of this Agreement, a “**non-material default**” means any default which is not a material default.

(b) Non-Material Default. In the event of a non-material default under the terms and provisions of this Agreement, the Party which has not committed default (the “**Non-Defaulting Party**”) shall provide the Defaulting Party with written notice of the default (the “**Violation Notice**”), which will describe with particularity the violation of this Agreement and the conditions necessary to cure the violation described therein. In the event there is (i) a violation of the terms and provisions of this Agreement which has not been remedied on or before sixty (60) days after the Violation Notice has been provided to the Defaulting Party, or (ii) there is a dispute regarding the interpretation or application of this Agreement and such dispute has not been resolved within thirty (30) days (each event in (i) and (ii) being referred to herein as a “**Dispute**”), then *Paragraph 7* will apply.

7. Dispute Resolution. It is understood and agreed that the purposes of this Agreement are to (a) provide a cost sharing mechanism to share the costs of maintaining the Shared Boulevard Maintenance Areas, (b) provide access to the Shared Amenities, and (c) provide the Shared Management to administer the obligations of the Parties as set forth in this Agreement (the “**Shared Purposes**”). SPPOA, SPRAI, Toll-GTIS and SPCAI hereby agree that the pursuit of such Shared Purposes as set forth in this Agreement are in the best interests of the Parties and their members or future members, as applicable. Accordingly, in conjunction with any Dispute regarding this Agreement, the Parties have determined that the preferred outcome thereof is for the Agreement to remain in effect. Therefore, the Parties agree to first make a good faith attempt to resolve the Dispute through mediation. The Dispute shall be submitted to mediation under the auspices of a mediation center or individual mediator on which the parties to the Dispute mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Dispute. If the Dispute is not resolved within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. Thereafter, if the Parties were unable to resolve their Dispute by way of mediation, they are free to pursue any course of action permitted by law.

8. Notice. Any notice, communication, request, reply or advice (severally and collectively referred to as “**Notice**”) in this Agreement provided or permitted to be given, made

or accepted hereto must be in writing. Notice may, unless otherwise provided herein, be given or served:

(a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the entity to be notified and with all charges prepaid; or

(b) by depositing the same with Federal Express or another service guaranteeing "next day delivery," addressed to the entity to be notified and with all charges prepaid with confirmation of such delivery by signature; or

(c) by delivering the same to such entity to be notified, or an agent of such entity, by hand-delivery or by electronic facsimile or email transmission addressed to the entity to be notified with confirmation of such delivery by signature, sender's equipment or return receipt as requested.

Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the entity to be notified, as evidenced by such entity's confirmation of receipt of delivery, as set forth above. For the purposes of notice by mail or "next day delivery," the physical addresses shall, until changed as provided below, be the address of the registered agent of each such entity on file with the Secretary of State of the State of Texas. Hand-delivery may be at any place where the entity, or an agent of such entity to whom the notice is addressed, may be found and electronic facsimile or email transmission is effective at any facsimile number or email address at which any Party has provided to any other for official notice purposes under this Agreement. The Parties shall have the right from time to time to change their respective notice addresses and other notice delivery information by at least five (5) days written notice to each other. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

9. **Assignment.** From time to time, Toll-GTIS shall, by written instrument recorded in the Official Public Records of Fort Bend County, Texas, assign certain of the easements, rights, duties and obligations created under this Agreement to SPCAI. No other assignment by any of the Parties hereto shall be effectuated without the signed written consent of all of the other Parties.

10. **Further Assurances.** Toll-GTIS, SPPOA, SPRAI and SPCAI shall be obligated to execute and deliver any and all documents and instruments and to perform such additional acts reasonably requested by any other Party as applicable, to implement the terms of this Agreement.

11. **Counterpart Execution.** This Agreement may be executed in any number of counterparts, with the same effect as if all Parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

12. **Binding Effect.** The obligations under this Agreement will be binding on the successors and permitted assigns of the Parties.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas and will be enforceable in Fort Bend County, Texas.

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all of the Parties hereto. When applicable, consent of SPRAI, SPPOA or SPCAI shall be granted by a majority of the Board of Directors of each association as evidenced by the Secretary and President of each thereof executing such consent.

Further, it is not anticipated that this Agreement will cause any significant financial burdens to SPPOA or SPRAI; however, in no event shall the Declarant under the SPPOA Restrictions and the SPRAI Restrictions, Sienna/Johnson Development, L.P., a Texas limited partnership, and its successors and assigns, be considered a party to or any manner responsible for any contribution to the expenses arising under this Agreement as of result of the Parties' execution of same.

15. **Exhibits.** The Exhibits attached to this Agreement are incorporated herein by reference and any removal of or amendment or change to such Exhibits shall be only be effectuated through unanimous written consent of the Parties.

Exhibit A	-	Depiction of SPRAI
Exhibit B	-	Depiction of Sienna South
Exhibit C-1	-	SPRAI Shared Amenities
Exhibit C-2	-	SPCAI Shared Amenities
Exhibit D-1	-	SPPOA Shared Boulevard Maintenance Areas
Exhibit D-2	-	SPCAI Shared Boulevard Maintenance Areas
Exhibit E-1	-	2015 SPPOA Shared Boulevard Maintenance Areas Budget
Exhibit E-2	-	2015 SPCAI Shared Boulevard Maintenance Areas Budget
Exhibit F-1	-	2015 SPRAI Amenities Budget
Exhibit F-2	-	2015 SPCAI Amenities Budget

EXECUTED to be effective on the date ("Effective Date") fully executed by each of the Parties hereto.

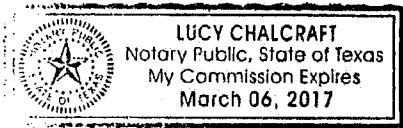
TOLL-GTIS:

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

By: *[Signature]*
Printed Name: KARL MISTRY
Title: Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 27th day of JANUARY, 2015 by KARL MISTRY, Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public-State of Texas

SPPOA:

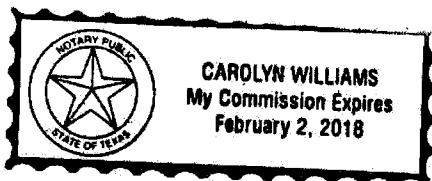
SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: *Alvin San Miguel*
Print Name: Alvin San Miguel
Print Title: President

By: *Carolyn Williams*
Print Name: Carolyn Williams
Print Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

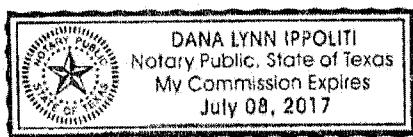
This instrument was acknowledged before me on this 26th day of January, 2015 by Alvin San Miguel, the President of Sienna Plantation Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Carolyn Williams
Notary Public State of Texas
Carolyn Williams
02-02-2018

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 26th day of January, 2015 by Carolyn Williams, the Secretary of Sienna Plantation Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Dana Ippoliti
Notary Public-State of Texas

SPRAI:

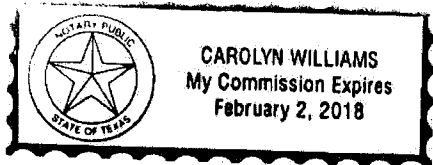
SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., a Texas nonprofit corporation

By: [Signature]
Print Name: Alvin San Miguel
Print Title: President

By: [Signature]
Print Name: Carolyn Williams
Print Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

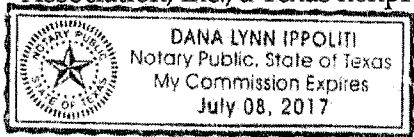
This instrument was acknowledged before me on this 26 day of January 2015 by Alvin San Miguel, the President of Sienna Plantation Residential Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public-State of Texas
Carolyn Williams
02-02-2018

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 26th day of January 2015 by Carolyn Williams, the Secretary of Sienna Plantation Residential Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public-State of Texas

**EXHIBIT A
DEPICTION OF SPRAI**

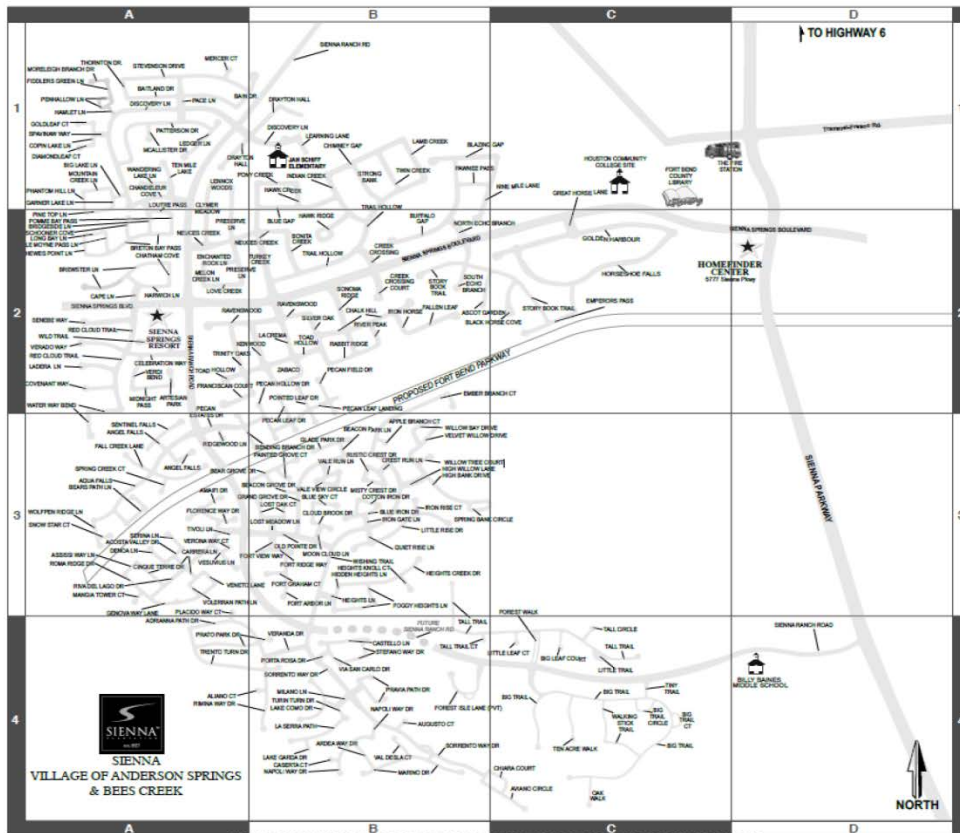
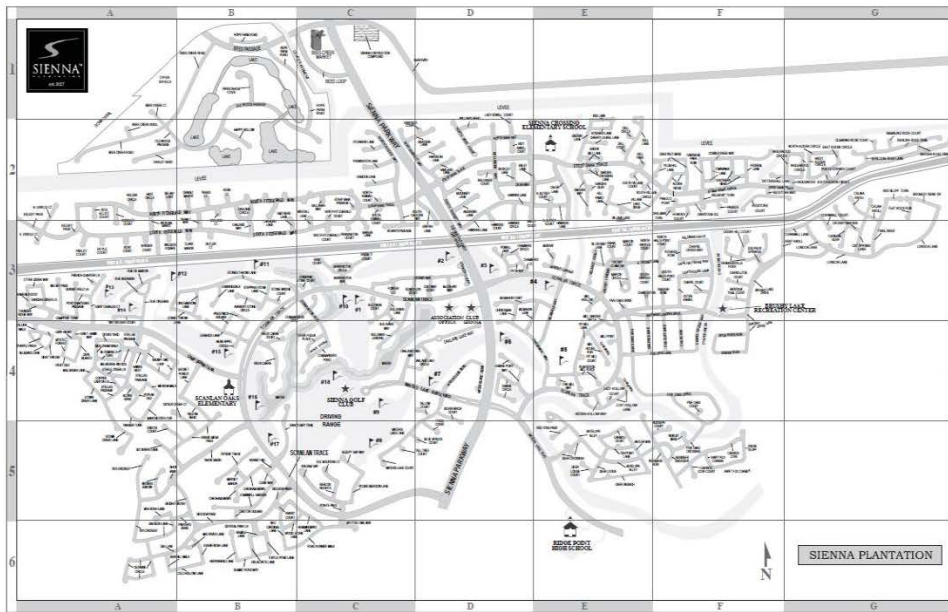


Exhibit A

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT B
DEPICTION OF SIENNA SOUTH



Exhibit B

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT C-1
SPRAI SHARED AMENITIES

- 1. Brushy Lake Fitness Center & Swimming Pool 
- 2. Club Sienna Swimming Pool, Tennis Courts and Community Building 
- 3. Sienna Springs Resort Swimming Pool 
- 4. Steepbank Swimming Pool 

See attached map with corresponding symbols reflecting the locations.

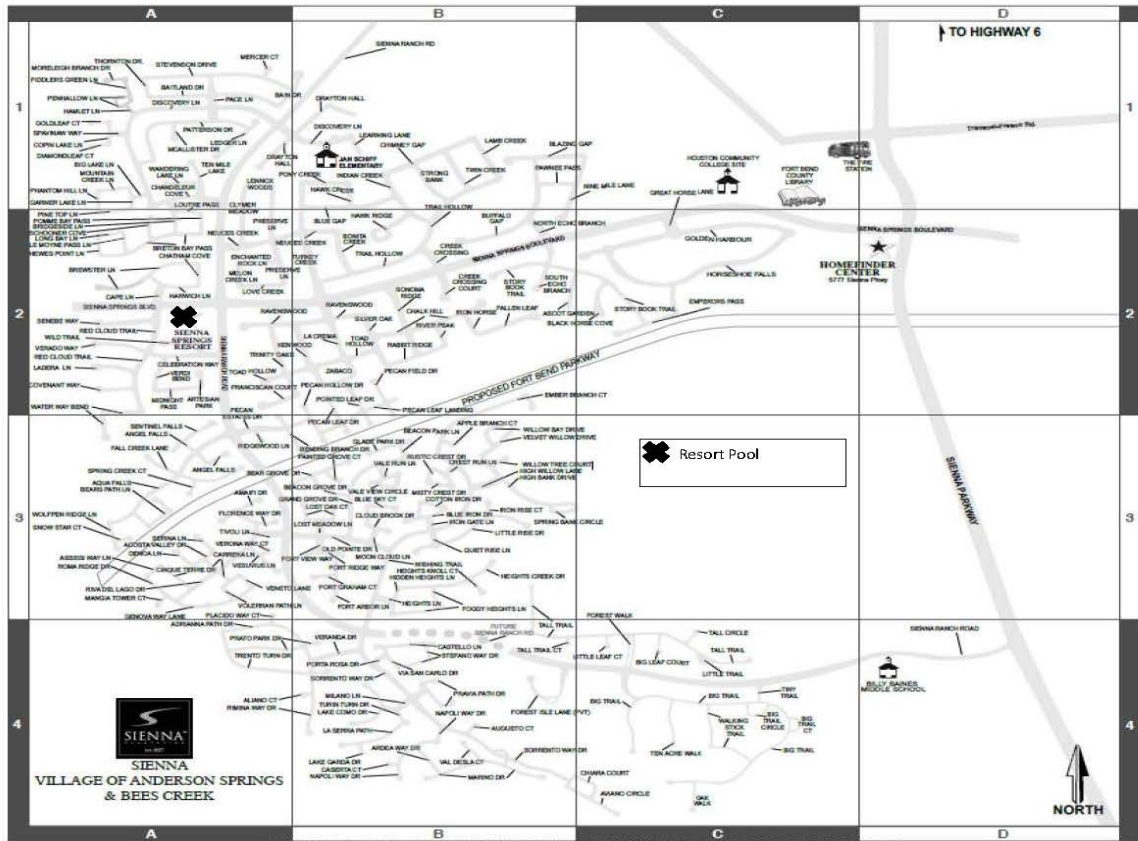
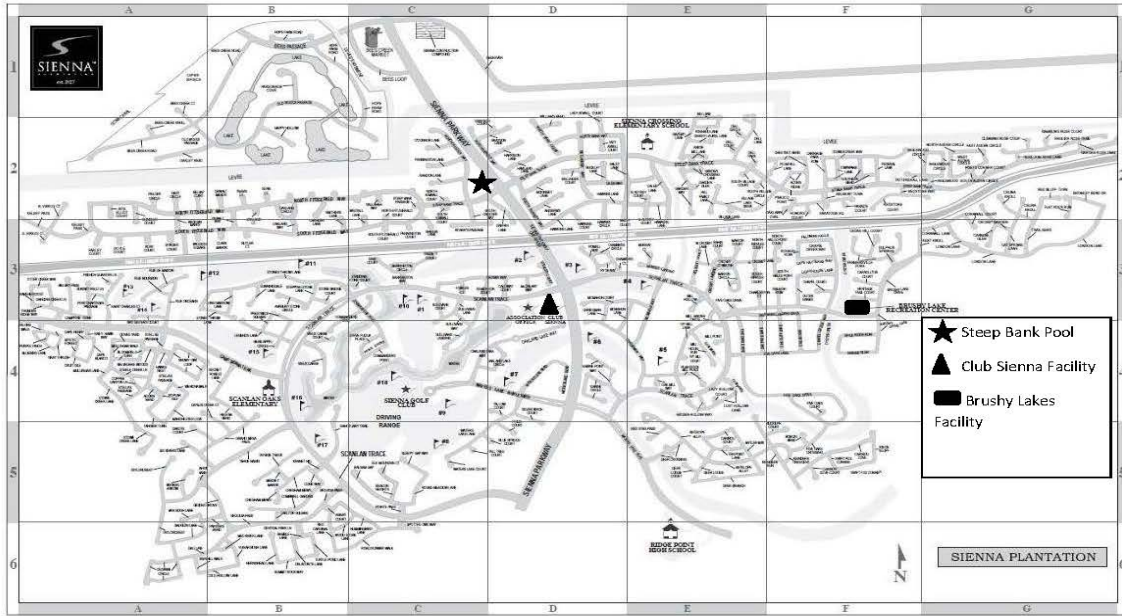
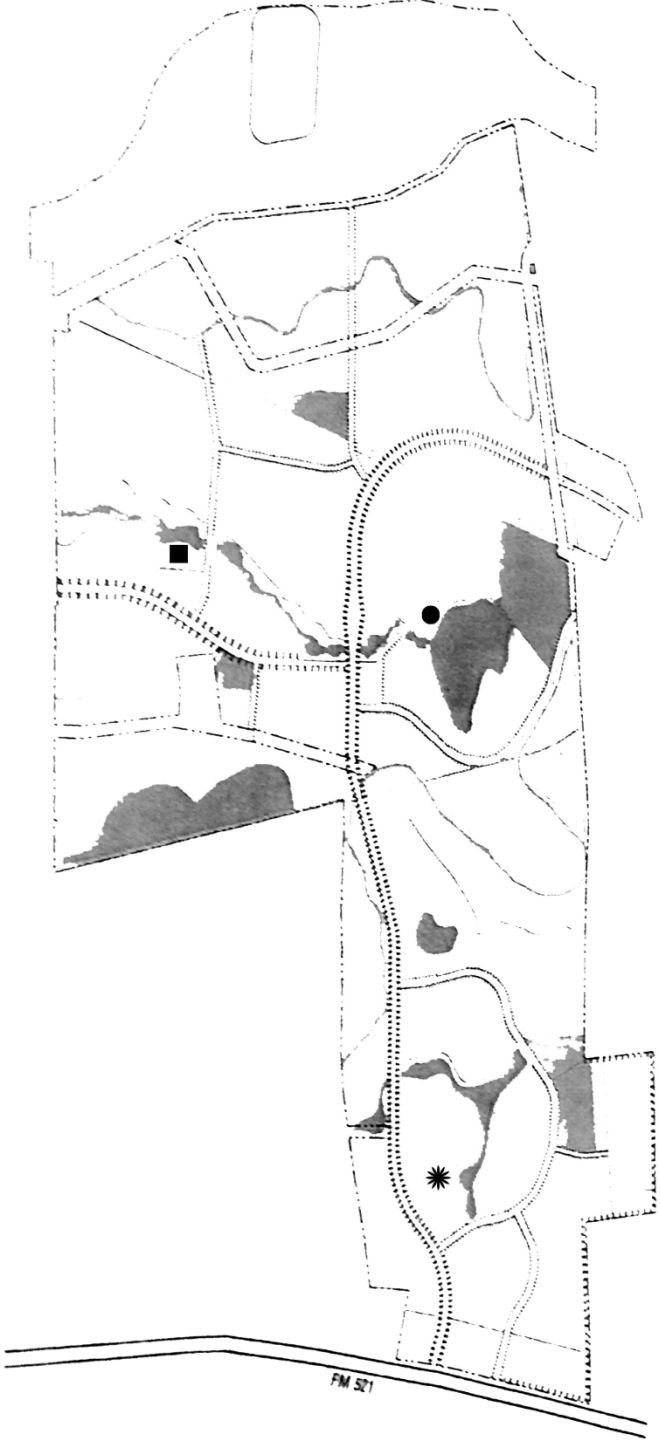


Exhibit C-1 (p. 2 of 2)

**EXHIBIT C-2
SPCAI SHARED AMENITIES**



- PROPOSED REC CENTER LOCATION #1
- PROPOSED REC CENTER LOCATION #2
- * PROPOSED REC CENTER LOCATION #3

Exhibit C-2

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT D-1
SPPOA SHARED BOULEVARD MAINTENANCE AREAS

Shared Boulevard Maintenance Area Definition

- If considered a Major Thoroughfare, Major Arterial or Minor Arterial on the City of Missouri City's Thoroughfare map, the Boulevard qualifies to be shared.
- They will typically have the following characteristics:
 - ROW will be at least 70' or wider.
 - Landscaped Esplanade.
 - There shall not be any residential driveways accessing the shared boulevard.
 - Setbacks will vary based on existing or planned development but for this agreement should not be greater than 50' back from curb on each side.
 - Intersections including any Major Thoroughfare, Major Arterial, Minor Arterial and/or a Major Collector should be included.
- The limits of maintenance will vary but for purposes of this Agreement, the limits should not be greater than 50' back from curb.

Services included in Maintenance

- Grounds Maintenance
- Irrigation Repairs
- Tree Maintenance
- Tree & Plant replacement
- Professional consulting relating to these services (i.e. Horticulturist, Irrigation consultant, etc.)
- Ornamental Light costs (whether private or utility company owned)
- Utilities to operate lights and irrigation
- Monument signs and other hardscape entry elements
- Banners on light poles or traffic signals
- Hardscape maintenance (not initial installation)

SPPOA Shared Boulevard Areas (see attached map)

1. Sienna Parkway
2. Highway 6 (esplanades only at this time)
3. Sienna Ranch Road
4. Sienna Springs Blvd.

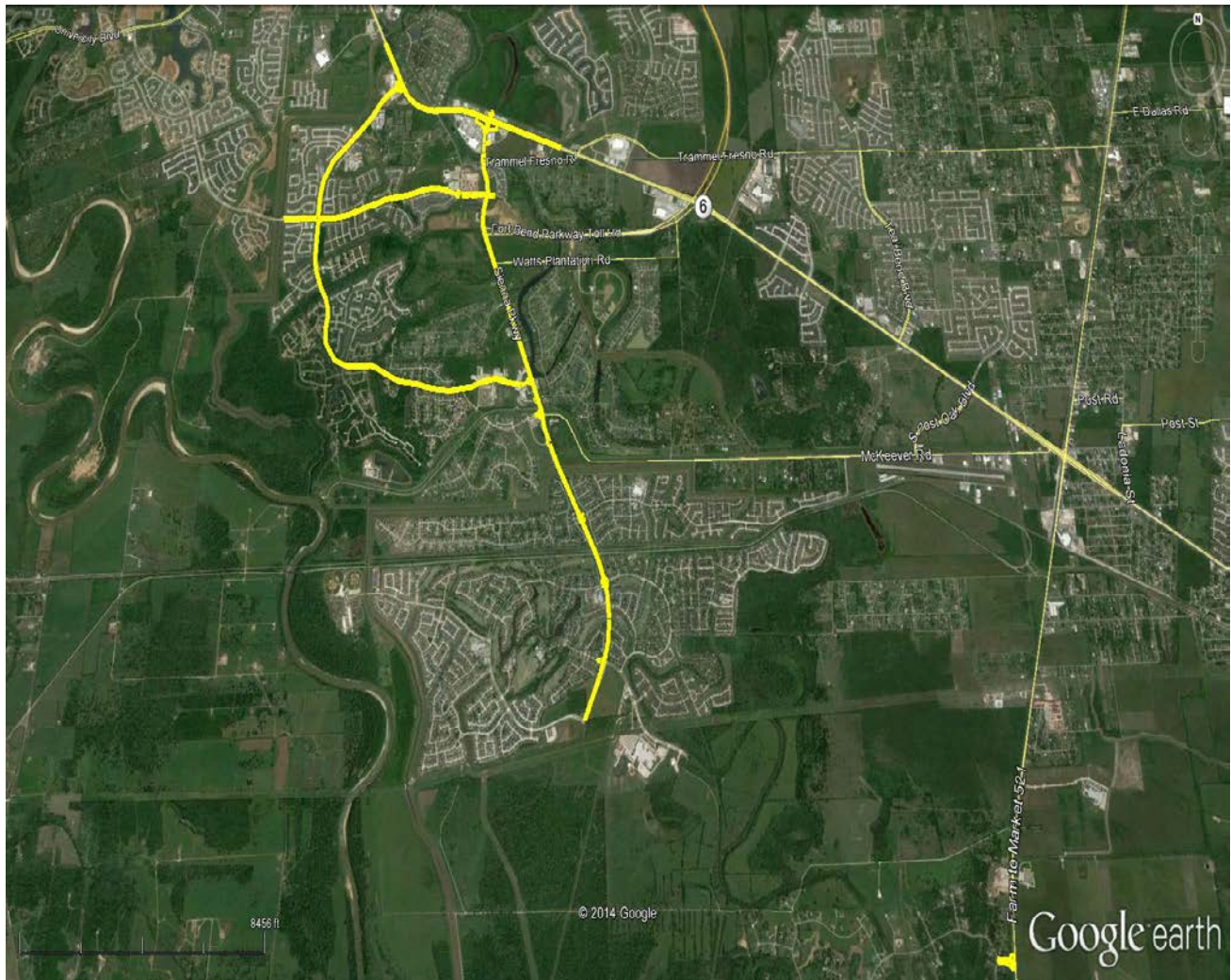


Exhibit D-1 (p. 2 of 2)

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT D-2
SPCAI SHARED BOULEVARD MAINTENANCE AREAS

Shared Boulevard Maintenance Area Definition

- If considered a Major Thoroughfare, Major Arterial or Minor Arterial on the City of Missouri City's Thoroughfare map, the Boulevard qualifies to be shared.
- They will typically have the following characteristics:
 - ROW will be at least 70' or wider.
 - Landscaped Esplanade.
 - There shall not be any residential driveways accessing the shared boulevard.
 - Setbacks will vary based on existing or planned development but for this agreement should not be greater than 50' back from curb on each side.
 - Intersections including any Major Thoroughfare, Major Arterial, Minor Arterial and/or a Major Collector should be included.
- The limits of maintenance of the intersections will vary, but for this Agreement the limits should not be greater than 50' back from curb.

Services included in Maintenance

- Grounds Maintenance
- Irrigation Repairs
- Tree Maintenance
- Tree & Plant replacement
- Professional consulting relating to these services (i.e. Horticulturist, Irrigation consultant, etc.)
- Ornamental Light costs (whether private or utility company owned)
- Utilities to operate lights and irrigation
- Monument signs and other hardscape entry elements
- Banners on light poles or traffic signals
- Hardscape maintenance (not initial installation)

SPCAI Shared Boulevard Areas (see attached map)

1. Sienna Parkway
2. Waters Lake
3. Other roads as they are developed which meet the above criteria

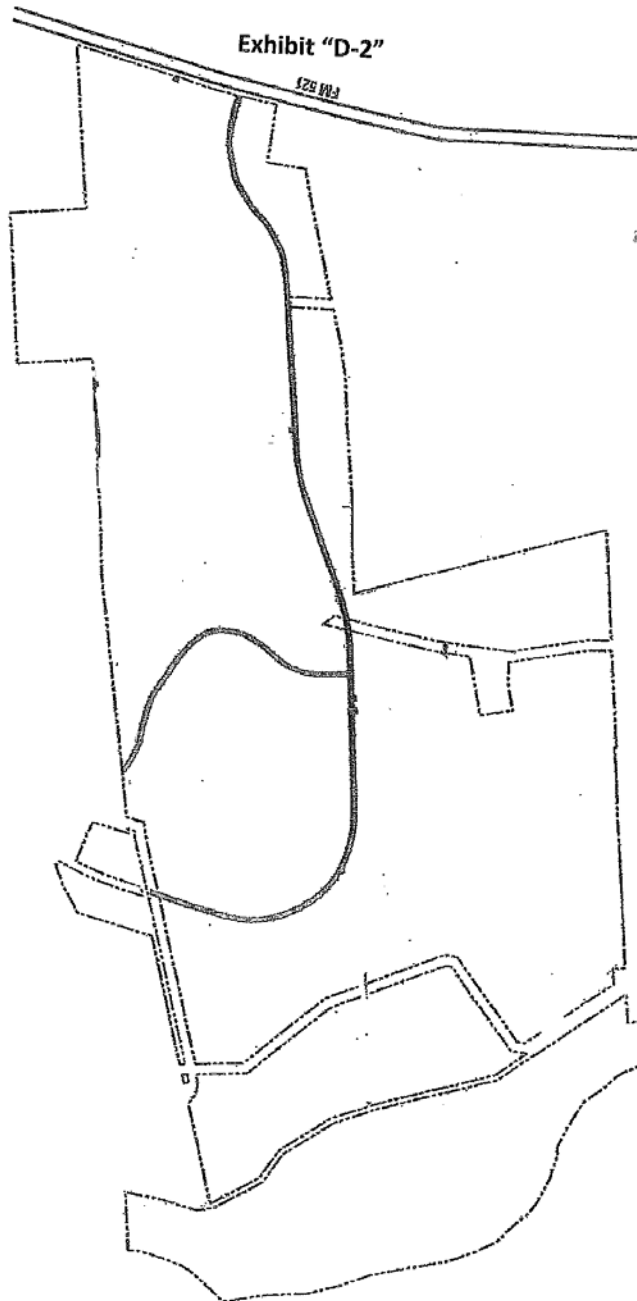


Exhibit D-2 (p. 2 of 2)

EXHIBIT E-1
2015 SPPOA SHARED BOULEVARD MAINTENANCE AREAS BUDGET

SPPOA
2015 Operating Budget
Calculation of Sienna South Shared Boulevard Maint. Areas Fee

Area of Shared Expenses
 Highway 6 portion in Sienna
 Sienna Parkway - Hwy 6 to just past Water's Lake
 Sienna Ranch Road
 Sienna Springs Blvd.

Sienna South calculation for Shared Boulevard Maint. Areas

Sienna South assessable lots	500	5.02%
SPPOA assessable units	9,468	94.98%
Combined Lots	9,968	100.00%

Shared Expenses

General Property Maint.	398,645.19		
Landscaping	841,884.50		
Utilities	83,135.00		
Administration for shared expenses	51,400.00		
Insurance & Taxes	15,974.63		
Reserve Contributions	135,079.21		
Capital Contributions	-		
Total Shared Expenses	1,526,118.54		
		Sienna South Shared Fee	\$ 76,549.00
		Sienna South Per Unit	\$ 153.10

Exhibit E-1

SIENNA PLANTATION
 SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT E-2
2015 SPCAI SHARED BOULEVARD MAINTENANCE AREAS BUDGET

Since neither the full scope of construction of the SPCAI Shared Boulevards for 2015 has been finalized nor an operating budget associated with them as of the date of this Agreement, a specific budget is not provided in this Exhibit. The intention is for this budget to be similar in format and methodology as used in Exhibit E-1 for the SPPOA Shared Boulevard Maintenance Areas.

Exhibit E-2

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT

EXHIBIT F-1
2015 SPRAI AMENITIES BUDGET

SPRAI
2015 Operating Budget
Calculation of Sienna South Recreation Fee
Only controlled access facilities (pools, tennis, fitness, comm. bldg.)

Sienna South Recreation Fee Calculation

Sienna South assessable lots	500	6.55%
SPRAI Lots	7,128	93.45%
Combined Lots	<u>7,628</u>	100.00%

Recreation Facilities Expenses

Pools & Fitness Center	514,243.95		
Tennis Courts	7,705.00		
General Facilities	48,324.00		
Utilities*	151,281.02		
Recreation Staff expenses	321,600.06		
Maintenance time for Rec	54,924.17		
Member ID System	25,460.00		
Misc. Rec. supplies	700.00		
Misc. user fees exl SS	(24,365.00)		
Insurance	39,109.00		
Reserve Contributions	160,326.11		
Capital Contributions	-		
Total Recreation Facilities	<u>1,299,308.31</u>	Sienna South Rec. Fee	<u>\$ 85,167.04</u>

***Utility Calculation**

Brushy Lake pool, bldg Elec	16,800.00	Amount per SS Unit	\$ 170.33
Club Sienna Elec	47,400.00		
Sienna Springs Elec	21,600.00		
Steepbank Elec	2,700.00		
Pools & Fitness Telephone	7,404.00		
Pools, bldg & tennis court Water	33,500.00		
GRP for facilities (6.38% of overall)	<u>21,877.02</u>		
Total Rec. Utilities	151,281.02		

EXHIBIT F-2
2015 SPCAI AMENITIES BUDGET

Since there will not be any SPCAI Amenities in 2015, there is no budget provided in this Exhibit. Once any of the SPCAI Amenities are constructed, it is the intention that this budget will be similar in format and methodology as used in Exhibit F-1 for the SPRAI Amenities Budget.

Exhibit F-2

SIENNA PLANTATION
SHARED AMENITIES AND COST ALLOCATION AGREEMENT



FIRST AMENDMENT TO THE
SHARED AMENITIES
AND COST ALLOCATION AGREEMENT

This First Amendment to the Shared Amenities and Cost Allocation Agreement (the "First Amendment") is entered into by and between Toll-GTIS Property Owner, LLC, a Texas limited liability company ("Toll-GTIS"), Sienna Plantation Community Association, Inc., a Texas nonprofit corporation ("SPCAI"), Sienna Plantation Residential Association, Inc., a Texas nonprofit corporation ("SPRAI"), and Sienna Plantation Property Owners Association, Inc., a Texas nonprofit corporation ("SPPOA").

WHEREAS, Toll-GTIS, SPCAI, SPRAI, and SPPOA entered into that certain Shared Amenities and Cost Allocation Agreement which is recorded under Clerk's File No. 2015009905 in the Official Public Records of Fort Bend County, Texas (the "Agreement"); and

WHEREAS, Toll-GTIS, SPCAI, SPRAI, and SPPOA are referred to herein collectively as the Parties; and

WHEREAS, the Parties desire to amend the Agreement.

NOW THEREFORE, the Parties do hereby amend the Agreement as follows:

Notwithstanding anything contained in the Agreement to the contrary, the Parties have agreed to defer SPPOA's and SPCAI's payment of their respective allocated cost for Shared Boulevard Maintenance Area Cost until a date agreed upon by the Parties.

Notwithstanding anything contained in the Agreement to contrary, the Parties have agreed to defer SPRAI's payment of its allocated cost for Shared Amenities Maintenance Cost until a date agreed upon by the Parties.

Exhibit F-1 attached to the Agreement is hereby deleted and replaced with the revised Exhibit F-1 attached hereto and incorporated herein by reference for all purposes.

The Agreement, as hereby amended, is in all respects ratified and confirmed and shall remain in full force and effect.

EXECUTED to be effective on the date last subscribed below.

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SIGNED this the 18th day of December, 2015.

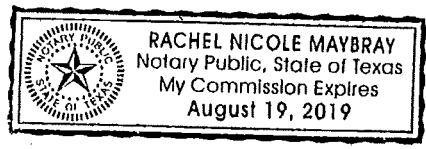
TOLL-GTIS PROPERTY OWNER, LLC, a
Texas limited liability company

By: J Jenkins
Printed Name: Jim Jenkins
Title: Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 18 day of December, 2015 by Jimmie F. Jenkins, the Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

Rachel Maybray
Notary Public – State of Texas



SIGNED this the 18th day of December, 2015.

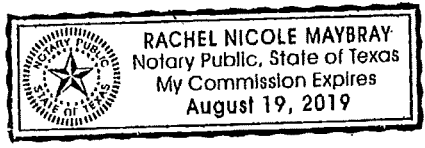
SIENNA PLANTATION COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation

By: [Signature]
Print Name: Jim Jenkins
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 18 day of December, 2015 by JIMMIE F. JENKINS, the President of Sienna Plantation Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public – State of Texas



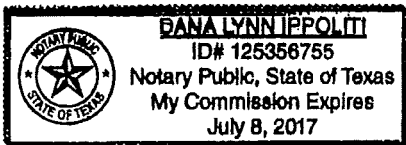
SIGNED this the 23 day of November, 2015.

SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: *Alvin San Miguel*
ALVIN SAN MIGUEL, President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 23rd day of November, 2015 by ALVIN SAN MIGUEL, the President of Sienna Plantation Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Dana Lippoliti
Notary Public – State of Texas

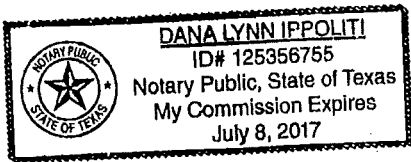
SIGNED this the 23 day of November, 2015.

SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., a Texas nonprofit corporation

By: *Alvin San Miguel*
ALVIN SAN MIGUEL, President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 23rd day of November, 2015 by ALVIN SAN MIGUEL, the President of Sienna Plantation Residential Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Dana Ippoliti
Notary Public – State of Texas

After Recording, Return To:
Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

SPRAI

2016 Operating Budget

Calculation of SPCAI Recreation Fee

Only controlled access facilities (pools, tennis, fitness, comm. bldg.)

REVISED EXHIBIT F-1

SPCAI Recreation Fee Calculation

SPCAI Lots	1,000	12.22%
SPRAI Lots	7,181	87.78%
Combined Lots	8,181	100.00%

Recreation Facilities Expenses

Pools & Fitness Center	553,804		
Tennis Courts	8,375		
General Facilities	67,620		
Utilities	146,941		
Recreation Staff expenses		part of mgmt fee	
Maintenance time for Rec		part of mgmt fee	
Member ID System		part of mgmt fee	
Misc. Rec. supplles		part of mgmt fee	
Misc. user fees exl Shared	(24,365)		
Insurance	68,412		
Reserve Contributions	169,213		
Capital Contributions	31,175		
Total Recreation Facilities	1,021,175		
		SPCAI Shared Rec. Fee	<u>\$124,822.78</u>
		Amount per SPCAI Unit	\$ 124.82

EXPENSE DETAILS FOR SHARED EXPENSESUtility Calculation

Brushy Lake pool, bldg Elec	15,300
Club Sienna Elec	45,600
Sienna Springs Elec	24,000
Steepbank Elec	2,700
Pools & Fitness Telephone	8,664
Pools, bldg & tennis court Water	28,800
GRP for facilities (6.38% of overall)	21,877
Total Rec. Utilities	146,941

Insurance Calculation

	Values	Rec share
Club Sienna pool & comm bldg	2,750,000	
Club Sienna tennis courts	369,000	
Steepbank	200,000	
Brushy	1,490,000	
Sienna Springs resort	2,423,300	
Total Rec Values	7,232,300	39.88%

Total Insurable Values 18,135,907

Premiums

General Liability	66,984	
Property	84,270	
Umbrella/Excess	20,298	
Premiums re Rec	171,552	68,412

Reserve Funding Calculation

	Current Rplcmt	Rec share
Brushy Lake	1,073,692	
Club Sienna pool & comm bldg	2,185,573	
Club Sienna tennis courts	242,734	
Sienna Springs resort	655,926	
Steepbank	181,088	
Total for Rec Facilities	4,339,013	26.18%

Total Current Replacement Cost 16,572,365

Reserve Contribution from Assmts 646,290 169,213



SECOND AMENDMENT TO THE
SHARED AMENITIES
AND COST ALLOCATION AGREEMENT

This Second Amendment to the Shared Amenities and Cost Allocation Agreement (the "Second Amendment") is entered into by and between Toll-GTIS Property Owner, LLC, a Texas limited liability company ("Toll-GTIS"), Sienna Plantation Community Association, Inc., a Texas nonprofit corporation ("SPCAI"), Sienna Plantation Residential Association, Inc., a Texas nonprofit corporation ("SPRAI"), and Sienna Plantation Property Owners Association, Inc., a Texas nonprofit corporation ("SPPOA").

WHEREAS, Toll-GTIS, SPCAI, SPRAI and SPPOA entered into that certain Shared Amenities and Cost Allocation Agreement which is recorded under Clerk's File No. 2015009905 in the Official Public Records of Fort Bend County, Texas (the "Agreement"); and

WHEREAS, Toll-GTIS, SPCAI, SPRAI and SPPOA adopted the First Amendment to the Shared Amenities and Cost Allocation Agreement which is recorded under Clerk's File No. 2016001811 in the Official Public Records of Fort Bend County, Texas (the "First Amendment"); and

WHEREAS, Toll-GTIS, SPCAI, SPRAI and SPPOA are referred to herein collectively as the Parties; and

WHEREAS, the Parties desire to amend the Agreement.

NOW THEREFORE, the Parties do hereby amend the Agreement as follows:

Notwithstanding anything contained in the Agreement to the contrary, the Parties have agreed to defer SPPOA's and SPCAI's payment of their respective allocated cost for Shared Boulevard Maintenance Area Cost until a date agreed upon by the Parties.

Notwithstanding anything contained in the Agreement to the contrary, the Parties have agreed to implement SPRAI's payment of its allocated cost for Shared Amenities Maintenance Cost upon the date Sawmill Lake House is ready for use (estimated to be May 1, 2017).

Exhibit F-1 attached to the Agreement is hereby deleted and replaced with the revised Exhibit F-1 attached hereto and incorporated herein by reference for all purposes.

The Agreement, as hereby amended, is in all respects ratified and confirmed and shall remain in full force and effect.

EXECUTED to be effective on the date last subscribed below.

SIGNED this the 4th day of January, 2017.

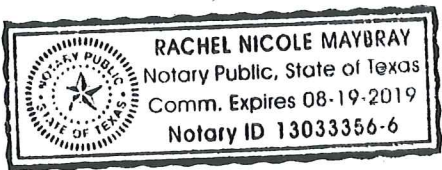
TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company

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

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th day of January, 2017
by Jimmie Jenkins, the Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

Rachel Nicole Maybray
Notary Public – State of Texas



SIGNED this the 14th day of December, 2016.

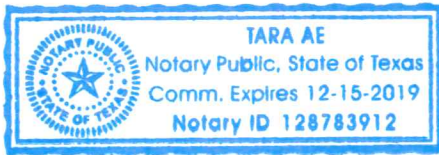
**SIENNA PLANTATION PROPERTY OWNERS
ASSOCIATION, INC.,** a Texas nonprofit corporation

By: *Alvin San Miguel*
Printed Name: Alvin San Miguel
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 14th day of December, 2016
by Alvin San Miguel, the President of Sienna Plantation Property
Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Tara M. Ae
Notary Public – State of Texas



Calculation of SPPOA Shared Blvd Fee

not sharing blvd costs for 2017

SPRAI Shared Amenity Fee Calculation

SPCAI lots	1,500	17.28%	SPCAI budgeted lots	713
SPRAI lots	7,182	82.72%		
Combined Lots	<u>8,682</u>	100.00%		

Recreation Facilities Expenses

Sawmill Pool & Building	254,968			
General Facilities	41,185			
Utilities*	52,935			
Misc. Rec. supplies	-			
Misc. user fees	(17,800)			
Insurance	5,341			
Reserve Contributions	-			
Capital Contributions	-			
Total Recreation Facilities	<u>336,629</u>		SPRAI Rec Fee	\$ 278,469.36

*Utility Calculation

Sawmill Building Pool & Elec	25,560		Amount per SPRAI Unit	\$ 38.77
Sawmill Pool & Bldg Telephone	15,675			
Sawmill Building Water	3,000			
Sawmill Pool Water	8,700			
Sawmill Spraypark Water	-			
Total Rec. Utilities	<u>52,935</u>			

Insurance allocation for Sawmill

	<u>Values</u>	
Estimate (using BL-SPRAI)	1,450,000	41.43%
Overall value	3,500,000	

Premiums

Gen Liability	11,127	
Property	above	
Umbrella	<u>1,766</u>	
Total Insurance	12,893	5,341

SPRAI
 2017 Operating Budget
 Calculation of SPCAI Recreation Fee
 Only controlled access facilities (pools, tennis, fitness, comm. bldg.)

REVISED EXHIBIT F-1
 page 2 of F-1

SPCAI Recreation Fee Calculation

SPCAI Lots	1,500	17.28%
SPRAI Lots	7,182	82.72%
Combined Lots	<u>8,682</u>	100.00%

Recreation Facilities Expenses

Pools & Fitness Center	548,189		
Tennis Courts	6,073		
General Facilities	67,420		
Utilities	155,830		
Recreation Staff expenses		part of mgmt fee	
Maintenance time for Rec		part of mgmt fee	
Member ID System		part of mgmt fee	
Misc. Rec. supplies		part of mgmt fee	
Misc. user fees exl Shared	(22,605)		
Insurance	77,597		
Reserve Contributions	155,832		
Capital Contributions	-		
Total Recreation Facilities	<u>988,336</u>		
		SPCAI Shared Rec. Fee	<u>\$ 170,756.07</u>
		Amount per SPCAI Unit	\$ 113.84

EXPENSE DETAILS FOR SHARED EXPENSES

Utility Calculation

Brushy Lake pool, bldg Elec	20,400
Club Sienna Elec	49,920
Sienna Springs Elec	20,580
Steepbank Elec	2,700
Pools & Fitness Telephone	10,800
Pools, bldg & tennis court Water	29,700
GRP for facilities (6.38% of overall)	21,730
Total Rec. Utilities	<u>155,830</u>

Insurance Calculation

	<u>Values</u>	<u>Rec share</u>
Club Sienna pool & comm bldg	3,532,000	
Club Sienna tennis courts	320,000	
Steepbank	350,000	
Brushy	2,153,300	
Sienna Springs resort	2,423,300	
Total Rec Values	<u>8,778,600</u>	46.09%

Total Insurable Values 19,044,649

Premiums

General Liability	64,770	
Property	83,466	
Umbrella/Excess	20,106	
Premiums re Rec	<u>168,342</u>	77,597

Reserve Funding Calculation

	<u>Current Rplcmt</u>	<u>Rec share</u>
Brushy Lake	1,244,992	
Club Sienna pool & comm bldg	2,289,476	
Club Sienna tennis courts	385,769	
Sienna Springs resort	1,206,320	
Steepbank	160,048	
Total for Rec Facilities	<u>5,286,605</u>	31.90%

Total Current Replacement Cost 16,572,365

Reserve Contribution from Assmts 488,500 155,832

RETURN TO:

SIENNA PLANTATION RESIDENTIAL ASSOCIATION INC
9600 SCANLAN TRACE
MISSOURI CITY TEXAS 77459-6543

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard



Laura Richard, County Clerk
Fort Bend County, Texas

January 13, 2017 12:30:23 PM

FEE: \$35.00 SR1
AMENDMNT

2017004716