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AMENDMENT TO SUPPLEMENTAL DECLARATION FOR SIENNA VILLAGE OF BEES CREEK, SECTION SEVEN (7) AFFECTING LOT SEVEN (7), BLOCK ONE (1) (Sienna Plantation Residential Association, Inc.)

STATE OF TEXAS §
COUNTY OF FORT BEND §

This Amendment to the Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) (Sienna Plantation Residential Association, Inc.) Affecting Lot Seven (7), Block One (1), (the "Lot Seven Amendment") is made and entered into by Sienna/Johnson North, L.P., a Texas limited partnership ("Declarant").

WHEREAS, the Declarant executed and recorded that certain Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) which is filed of record under Fort Bend County clerk's File Number 20121038387 (the "Original Supplemental Declaration"); and

WHEREAS, the Declarant executed and recorded that certain First Amendment to the Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) which is filed of record under Fort Bend County clerk's File Number 2013010083 (the "First Amendment"); and

WHEREAS, the Original Supplemental Declaration and the First Amendment are hereinafter, collectively referred to as the "Supplemental Declaration"; and

WHEREAS, reference is hereby made to the Supplemental Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Supplemental Declaration, unless otherwise specified in this Lot Seven Amendment; and

WHEREAS, Declarant desires to amend the Supplemental Declaration as to the following lot which is referred to herein as "Lot Seven":

Lot Seven (7) in Block One (1), Sienna Village of Bees Creek, Section Seven (7), a subdivision recorded under Plat Number 20120154 in the plat records of Fort Bend County, Texas.

WHEREAS, Perry Homes, LLC, a Texas limited liability company ("Perry"), is the owner of Lot Seven and joins herein for the purposes of ratifying and affirming the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant and Perry agree as follows:

- 1. No portion of Lot Seven is adjacent to the 10' masonry wall as described in the Original Supplemental Declaration and as a consequence Lot Seven is hereby being deleted from the collective term "Wall Lots" as same is defined in the Original Supplemental Declaration. Lot Seven is hereby released from all rights and obligations vested in Wall Lots in the Supplemental Amendment.

2. Modification of Certain Portions of Reserve "D" Available to Lot Seven Owner. In accordance with the Supplemental Declaration, a certain portion of Reserve "D" of Sienna Village of Bees Creek, Section Seven (7) was made available to the Owner of Lot Seven. The specific portion of Reserve "D" that was made available to the Owner of Lot Seven was described in detail on Exhibit "A" attached to the Original Supplemental Declaration, and was modified and described in detail in Exhibit "A" attached to the First Amendment. The configuration of the certain portion of Reserve "D" that is available to the Owner of Lot Seven has been altered and this Lot Seven Amendment is being executed and recorded to reflect the modified configuration of the portions of Reserve "A" and Reserve "D" that shall be made available to the Owner of Lot Seven. Therefore, it is agreed that the portions of Reserve "A" and Reserve "D" that are made available to the Owner of Lot Seven shall be the portions of Reserve "A" and Reserve "D" (collectively the "Lot Seven Reserve Area") described in detail on Exhibit "1" attached hereto and incorporated herein by reference for all purposes.
3. A brick perimeter fence (the "Perimeter Fence") has been installed along a portion of the western side lot line of Lot Seven, and turns at an approximate forty-five degree angle to run northeast through a portion of Reserve "D" thereby creating the west side and rear fence on the Lot Seven Reserve Area. The Perimeter Fence is owned and shall be maintained by the Sienna Plantation Property Owners Association, Inc. ("SPPOA").
4. The Lot Seven eastern side fence shall be constructed by the builder, and shall extend through the Lot Seven Reserve Area and said eastern side fence shall end perpendicular to the Perimeter Fence. Provided, however, that the eastern side fence may abut the Perimeter Fence without a mechanical connection, but may not connect to the Perimeter Fence located at the northeast corner of the Lot Seven Reserve Area.

Lot Seven Owners shall have an easement and right to use the Lot Seven Reserve Area subject to the following limitations:

- a. Lot Seven Owners are not permitted to attach anything to the Perimeter Fence.
- b. Lot Seven Owners shall be required to maintain any trees located in the Lot Seven Reserve Area, including trimming and spraying for insects.
- c. Lot Seven Owners are not permitted to take any action to alter the drainage pattern that has been established, and are not permitted to block any drainage systems that are located in the Lot Seven Reserve Area.
- d. Lot Seven Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Lot Seven Reserve Area unless the Lot Seven Owners have first obtained approval in writing from the SPPOA.

- e. Lot Seven Owners shall have the obligation to maintain the Lot Seven Reserve Area in a clean and neat condition and in compliance with the governing documents of the Sienna Plantation subdivision at all times.

The Lot Seven Owners and the Declarant hereby grant an easement to the SPPOA over and across Lot Seven to the extent necessary for the construction, maintenance, reconstruction, inspection of the Perimeter Fence and inspection of the Lot Seven Reserve Area. The Declarant hereby reserves unto itself an easement over and across Lot Seven to the extent necessary for the construction, maintenance, reconstruction, inspection of the Perimeter Fence and inspection of the Lot Seven Reserve Area. The Declarant and/or the SPPOA, as applicable, shall give Lot Seven Owners at least twenty-four (24) hours written notice prior to exercising their right of entry as set out herein. Notwithstanding anything contained herein to the contrary, written notice of the Declarant's and/or SPPOA's intent to enter upon Lot Seven and the Lot Seven Reserve Area shall not be required in the event of an emergency.

In case of conflict between this Lot Seven Amendment and the Supplemental Declaration, this Lot Seven Amendment shall control.

Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Lot Seven Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

This Amendment to the Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) (Sienna Plantation Residential Association, Inc.) Affecting Lot Seven (7), Block One (1) shall run with the land and shall be binding upon the Owners of Lot Seven and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this is executed as of the 10 day of April, 2013.

DECLARANT:

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

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

By: Michael J. Smith
Michael J. Smith, Vice President

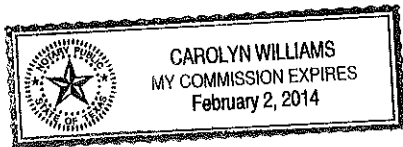
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Smith the Vice President of SIENNA/JOHNSON DEVELOPMENT GP, L.L.C., the general partner of SIENNA/JOHNSON DEVELOPMENT, L.P. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 10 day of April, 2013.

Carolyn Williams
Notary Public - State of Texas

Carolyn Williams 02.02.2014



JOINDER BY OWNER

The undersigned, being the owner of Lot Seven (7) in Block One (1), Sienna Village of Bees Creek, Section Seven (7), a subdivision recorded under Plat Number 20120154 in the plat records of Fort Bend County, Texas, hereby agrees to encumber and subject said lot with the Amendment to the Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) (Sienna Plantation Residential Association, Inc.) Affecting Lot Seven (7), Block One (1) to which this Joinder page is attached:

PERRY HOMES, LLC, a Texas limited liability company

By: Gerald W. Noteboom

Print Name: _____

Print Title: GERALD W. NOTEBOOM

SENIOR EXECUTIVE VICE PRESIDENT

ACKNOWLEDGEMENT

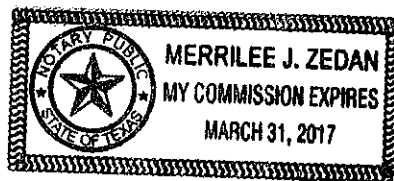
STATE OF TEXAS §

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COUNTY OF HARRIS §

Before me the undersigned authority on this the 8th day of April, 2012, this Joinder by Owner to the Amendment to the Supplemental Declaration for Sienna Village of Bees Creek, Section Seven (7) (Sienna Plantation Residential Association, Inc.) Affecting Lot Seven (7), Block One (1) was acknowledged by GERALD W. NOTEBOOM, the SR EXEC. VICE PRES. of Perry Homes, LLC, on behalf of said entity.

Merrilee J. Zedan
Notary Public - State of Texas



County: Fort Bend
Project: Sienna Village of Bee's Creek, Section 7
Job No. 123308
MBS No. 13-037 (Lot 7) Revised

FIELD NOTES FOR 0.035 ACRE

Being a tract of land containing 0.035 acre, located in the Moses Shipman League, Abstract Number 86, in Fort Bend County, Texas; Said 0.035 acre tract being portions of Reserve "A" and Reserve "D", Sienna Village of Bee's Creek, Section Seven, a subdivision recorded in Plat Number 20120154 of the Fort Bend County Plat Records (F.B.C.P.R.); Said 0.035 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from City of Missouri City control monuments):

Beginning at a 5/8-inch iron rod found at the most westerly northwest corner of Lot 7, Block 1, said Sienna Village of Bee's Creek, Section Seven and being on the easterly line of said Reserve "A" from which a 5/8-inch iron rod found at the southwest corner of Lot 7 bears South 28 degrees 24 minutes 41 seconds East, a distance of 86.62 feet;

Thence, through and across aforesaid Reserves "A" and "D", the following three (3) courses:

- 1) North 24 degrees 49 minutes 16 seconds West, a distance of 75.60 feet;
- 2) North 24 degrees 29 minutes 36 seconds East, a distance of 6.75 feet;
- 3) South 66 degrees 43 minutes 11 seconds East, a distance of 46.52 feet to a 5/8-inch iron rod found at the northerly corner of said Lot 7 and the westerly corner of Lot 8;

Thence, with the northwesterly line of said Lot 7, South 13 degrees 44 minutes 54 seconds West, a distance of 58.04 feet to the **Point of Beginning** and containing 0.035 acre of land.

GBI PARTNERS, L.P.
Ph: 713.995.1306
April 1, 2013

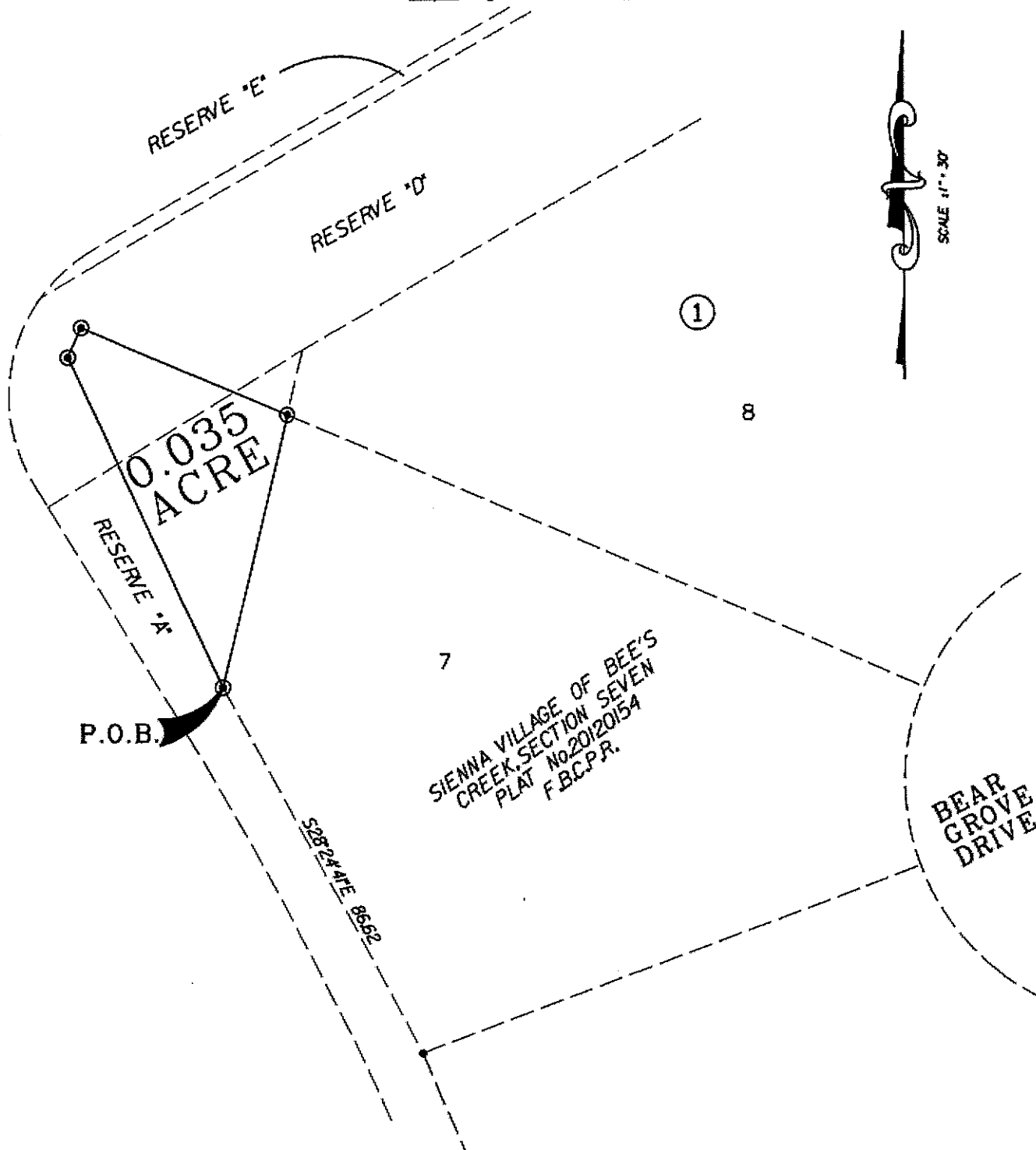


EXHIBIT OF
0.035 ACRE

BEING PORTIONS OF RESERVE "A" AND "D",
 SIENNA VILLAGE OF BEE'S CREEK, SECTION
 SEVEN, A SUBDIVISION RECORDED IN PLAT
 NUMBER 20120154 OF THE F.B.C.P.R.
 LOCATED IN THE
 MOSES SHIPMAN LEAGUE, A-86
 FORT BEND COUNTY, TEXAS



GBI PARTNERS, L.P.
ENGINEERING AND SURVEYING
 TBPE No. 14278 TBPLS No. 101303-00
 13340 S.Gessner Missouri City, TX 77489
 Phone: 713-995-1306 • www.gbisurevey.com

JOB NO: 123308
 SCALE: 1"=30'
 DATE: 04/01/2013

RETURNED AT COUNTER TO: *Lindsey Kirk*
Sienna/Johnson Development, LP
5777 Sienna Pkwy., Ste. 100 Missouri City, TX 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas

April 12, 2013 11:38:03 AM

FEE: \$35.00 LJ
AMENDMNT

2013043725

