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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PECAN ESTATES AT ANDERSON SPRINGS

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PECAN ESTATES AT ANDERSON SPRINGS (this "Supplemental Declaration") is made as of the date hereinafter stated by SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership ("Sienna Development"), and MERITAGE HOMES OF TEXAS, L.L.C, an Arizona limited liability company ("Meritage").

WITNESSETH:

WHEREAS, Sienna/Johnson Development GP, L.L.C., a Texas limited liability company formerly named AFG Johnson Development, L.L.C. executed that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) dated June 2, 1997 (as amended in accordance with the provisions thereof, the "Original Declaration") which is filed under Clerk's File No. 9734406 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Official Records"), as amended and restated in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc. which is filed under Fort Bend County Clerk's File No. 2009109534 in the Official Public Records of Real Property of Fort Bend County, Texas, which has been or may be amended and/or supplemented from time to time (collectively the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, a Texas non-profit corporation has been formed named the Sienna Plantation Residential Association, Inc. (hereinafter referred to as the "Association"), the purposes of which are to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land encumbered by the Declaration and any additional land which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, Sienna Development is the successor in interest to the rights of Sienna/Johnson Development GP, L.L.C as the "Declarant" herein and under the Declaration by virtue of that certain Assignment of Rights and Designation of Successor Declarant (Sienna Plantation) instrument dated January 1, 2000, filed under Clerk's File No. 2000069271 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, Meritage intends to subdivide and plat certain property (hereinafter referred to as the "Pecan Estates Property") as Pecan Estates at Anderson Springs, as described in detail on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, a subdivision as will be set forth in one or more plats (whether one or more, the "Future Plat") to be recorded in the Plat Records of Fort Bend County, Texas; and

WHEREAS, in accordance with the provisions of Section 1 of Article VIII of the Declaration, by that certain Declaration of Annexation instrument executed by Sienna Development and filed under Clerk's File No. 2011126825 and recorded in the Official Records, Sienna Development subjected the Pecan Estates Property to the provisions of the Declaration and annexed such property into the jurisdiction of the Association; and

WHEREAS, as contemplated herein and in accordance with the provisions of the Declaration, Sienna Development and Meritage wish to subject the Pecan Estates Property to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Sienna Development and Meritage hereby declare that the Pecan Estates Property shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration and the following covenants, conditions and restrictions which shall also run with the land and be binding on all parties having any right, title, or interest in the Pecan Estates Property or any part thereof, their heirs, successors and assigns and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I. DEFINITIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined herein shall have the meaning ascribed to them in the Declaration.

ARTICLE II. DESIGNATION OF NEIGHBORHOOD

1. Designation of Neighborhood. Section 4 of Article II of the Declaration gives the Declarant the right to designate a portion of the Properties as a Neighborhood. The Pecan Estates Property is hereby designated as a Neighborhood having the name "Pecan Estates at Anderson Springs".

2. Neighborhood Assessments. Neighborhood Assessments shall be levied against the Lots within the Pecan Estates at Anderson Springs Neighborhood. The Association's Board of Directors will hereafter levy an initial annual Neighborhood Assessment on the Lots in Pecan Estates at Anderson Springs Neighborhood in an amount to be determined by the Board of Directors from time-to-time. The Owners of Lots within the Pecan Estates at Anderson Springs Neighborhood may be assessed and are liable to pay annual Neighborhood Assessments in addition to the Residential Assessments and all other assessments and charges set forth in the Declaration, when levied by the Association's Board of Directors from time to time in accordance with Section 2(b) of Article III of the Declaration. Neighborhood Assessments may be used, for among other purposes, to pay the costs of maintaining and repairing common improvements and features within the Pecan Estates at Anderson Springs Neighborhood that are intended for the benefit or enjoyment of Owners of Lots within the Pecan Estates at Anderson Springs Neighborhood including, without limitation, the private Streets, landscaping and decorative fencing in common areas and reserves, and a playground within the Neighborhood,

and costs of operating and repairing the entry monitoring facility at the entrance to the Neighborhood.

Neighborhood Assessments shall only be used to pay the costs of various services which benefit only the Pecan Estates at Anderson Springs Neighborhood. Notwithstanding anything to the contrary set forth in this Supplemental Declaration it is agreed that so long as Meritage is required to pay the Deficit Amount (as set forth below), the common improvements and features within the Pecan Estates at Anderson Springs Neighborhood shall not be materially increased or altered so as to materially increase the Pecan Estates at Anderson Springs Neighborhood Expenses without the prior written consent of Meritage.

ARTICLE III. EASEMENTS

1. Private Streets. All or a portion of the Streets in the Pecan Estates Property have not been and are not intended to be dedicated to the public, but will be operated as private Streets maintained by the Association. The costs incurred by the Association in maintaining, repairing and/or reconstructing the private Streets in the Pecan Estates Property shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in the Pecan Estates at Anderson Springs Neighborhood. The Association's Board of Directors shall have the right to adopt rules concerning the parking on the private Streets in the Pecan Estates at Anderson Springs Neighborhood as well as the right to designate no parking zones denoted with signage or paint on the private Streets. For so long as Meritage owns any Lots within the Pecan Estates Property, it hereby reserves for itself, its successors and assigns, the right to grant additional ingress and egress easements over the private Streets within the Pecan Estates Property without the joinder of any Owners or any other parties.

2. Owner's Easement for Access. Meritage hereby declares, grants and reserves for itself, its successors and assigns, and for the benefit of the Owners of the Lots within the Pecan Estates Property, their successors and assigns, invitees, lessees, guests and agents, a non-exclusive and perpetual easement for the purpose of vehicular and pedestrian ingress and egress over the private Streets within the Pecan Estates Property. This easement is for the benefit of and appurtenant to each Lot in the Pecan Estates Property and shall run with the land. Each owner of a Lot in the Pecan Estates Property shall have the right to use such private Streets in a manner that does not unreasonably interfere with or prevent the use thereof by any other Owner or any other party which may have the right to use same pursuant to the terms hereof.

The access easement hereby created is subject to the right of the Association to operate and maintain the entry gate as a system which requires as a condition of entry such identification cards, passes, keys, or similar devices as may be established from time to time by the Association's Board of Directors. The entry gate will initially be installed by Meritage and thereafter maintained and repaired by the Association, and will be solely for providing restricted access to and from the Pecan Estates at Anderson Springs Neighborhood. The entry gate shall be maintained as a common improvement and feature within the Pecan Estates at Anderson Springs Neighborhood that is intended for the benefit or enjoyment of Owners of Lots within the Pecan Estates at Anderson Springs Neighborhood unless an instrument signed by the Owners of sixty-

seven percent (67%) of the Lots in the Pecan Estates Property has been recorded which agrees to terminate the entry gate and restricted access to and from the Pecan Estates at Anderson Springs Neighborhood; provided, however, that for so long as Meritage owns any Lots within the Pecan Estates Property, Meritage's written approval shall be required to terminate the entry gate and restricted access to and from the Pecan Estates at Anderson Springs Neighborhood.

The access easement hereby created is further subject to the right of the Association's Board of Directors to promulgate rules and regulations regarding access to and use of the private Streets.

3. Easement for Association. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon the private Streets in the Pecan Estates Property in the performance of their respective duties pursuant to the Declaration.

ARTICLE IV. RESTRICTIONS

None of the Lots within the Pecan Estates at Anderson Springs Neighborhood are required to have sidewalks along or adjacent to such Lots, and neither Meritage (or any successor or assignee of Meritage), Sienna Development, Fort Bend County, Texas nor the City of Missouri City, Texas will have any obligation to install or pay any amount toward the cost of installation of such sidewalks. Meritage shall initially install sidewalks within such portions of the common areas and reserves of the Pecan Estates Property, if any, as Meritage, in its sole discretion, shall determine, and Meritage is not required to install sidewalks in any common areas or reserves. From the Neighborhood Assessments the Association shall thereafter pay the costs of maintaining and repairing any sidewalks that may be installed within common areas and reserves.

ARTICLE V. PERIMETER FENCE

Owners of Lots within the Pecan Estates Property are advised that located adjacent to the southern lot line of the Wall Lots (as defined hereinbelow) there is, or will be, a ten foot (10') tall masonry wall (the "Wall") erected. The Wall will be located in a reserve area as will be shown on a Future Plat. The reserve area will be adjacent to the southern lot lines of those Lots located along the southern boundary of the Pecan Estates Property adjacent to the proposed Fort Bend Parkway (collectively the "Wall Lots"). The reserve area and Wall are, or will be, owned by Missouri City Tax Increment Reinvestment Zone # 3 (the "TIRZ"). The Wall shall be owned by the TIRZ but shall be maintained by the Sienna Plantation Property Owners Association, Inc. ("SPPOA").

The side or rear (as applicable) Lot fences on the Wall Lots shall be constructed by Meritage (or Meritage's successor if the Lot or Lots are conveyed to another homebuilder), and shall be perpendicular to the Wall; provided however that such side or rear fences may abut the Wall without a mechanical connection, and may not connect to the Wall. The Wall located adjacent to the south side of the Wall Lots shall serve as a portion of the adjacent Wall Lot

Owner's fence. The Wall shall be dedicated to the Sienna Plantation Management District and be structurally maintained by SPPOA. The Wall Lot Owners shall each be responsible for the aesthetic maintenance on the interior face of the Wall adjacent to their Wall Lot. The Wall Lot Owners shall be responsible for the maintenance, repair, and/or replacement of their individual side or rear Lot line fences. Wall Lot Owners are not permitted to attach anything to the Wall.

The Wall Lot Owners and Meritage hereby grant an easement to SPPOA, the Declarant, and the TIRZ, over and across each Wall Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Wall. The Declarant and/or SPPOA, as applicable, shall give the Wall Lot 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 the SPPOA's intent to enter upon the Wall Lot shall not be required in the event of an emergency.

ARTICLE VI. NOTICES

Owners of Lots within The Pecan Estates Property are advised that the proposed Fort Bend Parkway is planned to run in close vicinity to the Pecan Estates Property. The Declarant, Meritage, and/or the Association will not own and/or maintain the proposed Fort Bend Parkway. Owners acknowledge and understand that Meritage, the Association, its Board of Directors, and/or the Declarant, their respective successors and assigns, are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that Meritage, the Declarant, the Association, its Board of Directors, their respective successors and assigns, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of the proposed Fort Bend Parkway.

Owners hereby agree to hold harmless the Declarant, Meritage, the Association and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the proposed Fort Bend Parkway and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence, normal operation, and/or maintenance of the proposed Fort Bend Parkway. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant, or Meritage have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the proposed Fort Bend Parkway.

ARTICLE VII. ASSESSMENTS

Meritage shall be obligated to pay the full amount of all Neighborhood Assessments required herein for Lots owned by it in the Pecan Estates at Anderson Springs Neighborhood. Notwithstanding anything contained herein to the contrary, until such time as Meritage does not own a Lot in the Pecan Estates at Anderson Springs Neighborhood, in the event that the Pecan

Estates at Anderson Springs Neighborhood Assessments are not sufficient to pay the Pecan Estates at Anderson Springs Neighborhood Expenses in any calendar year, Meritage shall be obligated to additionally pay to the Association the amount (the "Deficit Amount"), if any, by which the amount of the actual expenditures incurred to pay the Pecan Estates at Anderson Springs Neighborhood Expenses during such calendar year exceeds the amount of Pecan Estates at Anderson Springs Neighborhood Assessments collected on Lots within the Pecan Estates at Anderson Springs Neighborhood. The Association shall present Meritage with an accounting of such income and expenses and an invoice for the Deficit Amount, together with reasonably detailed information and back up information (including copies of expense charges) as Meritage may reasonably request. Meritage shall be obligated to pay the Deficit Amount within thirty (30) days of receipt of said accounting and invoice and backup information. Meritage shall have a right, at Meritage's cost, to audit and review the books and records of the Association in order to confirm the accuracy of any Deficit Amount claimed to be owned by Meritage; provided however, any such audit shall be limited to the Neighborhood Expenses and the Deficit Amount. It is agreed and understood that the obligation to pay any such Deficit Amount shall automatically terminate and expire, without further action or consent by any party, upon conveyance by Meritage of the last Lot owned by Meritage in the Pecan Estates at Anderson Springs Neighborhood, provided that Meritage shall in any case remain obligated to fully fund the Deficit Amount which has accrued through the date of the conveyance by Meritage of the last Lot owned by Meritage in the Pecan Estates at Anderson Springs Neighborhood.

ARTICLE VIII. GENERAL PROVISIONS

1. Term. The provisions of this Supplemental Declaration shall run with the land and shall be binding upon all Persons owning any portion of the Pecan Estates Property in perpetuity unless or until it is amended pursuant to Section 2 immediately below. Notwithstanding the foregoing, the terms of Article VII shall only be binding on Meritage and shall not run with the land or any portion of the Pecan Estates Property; provided however, nothing contained herein shall relieve Meritage of the obligations set forth in Article VII.

2. Amendment. It is the intent of Sienna Development and Meritage that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Pecan Estates Property. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Sienna Development and Meritage that the specific restrictions that are imposed on the Pecan Estates Property by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended at any time only by an instrument executed by the President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Pecan Estates Property and recorded in the Official Records (unless a larger percentage is required as set forth above); provided, however, any amendment hereto must also have the approval of and be executed by Meritage during the time that Meritage owns any Lot in the Pecan Estates Property.

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

4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

5. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

6. Development Period. During the period of time that any Lots or Single Family Residences located with the Pecan Estates Property are being developed or marketed ("Development Period"), Meritage, with the right of assignment, shall have and hereby reserves for itself and its designees and assignees, the right to reasonable use of the private Streets in the Pecan Estates Property in connection with the construction or marketing of Single Family Residences including, without limitation, the right to allow parking of construction or other vehicles.

IN WITNESS WHEREOF, this Supplemental Declaration of Covenants, Conditions and Restrictions is executed effective as of this 10 day of August, 2012

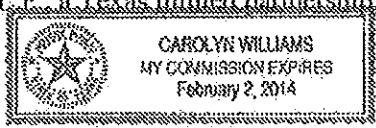
SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership

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

By: Michael J. Smith
Name: Michael J. Smith
Title: Vice President

STATE OF TEXAS :
Fort Bend :
COUNTY OF HARRIS :

This instrument was acknowledged before me on this 10 day of August, 2012, by Michael J. Smith, Vice President of Sienna/Johnson North GP, L.L.C., a Texas limited liability company which is the sole general partner of SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership, on behalf of said limited partnership



Carolyn Williams
Notary Public - State of Texas
Carolyn Williams 02-02-2014

SIGNED this the 9th day of August, 2012.

MÉRITAGE HOMES OF TEXAS, LLC, an
Arizona limited partnership

By: [Signature]
Name: David Jordan
Title: Sr. Vice President

STATE OF TEXAS :
:
COUNTY OF WARRICK :

This instrument was acknowledged before me on this 9th day of August, 2012,
by David Jordan, Sr. Vice President, Meritage Homes of Texas, LLC, an Arizona limited
liability company, on behalf of said limited liability company.

[Signature]
Notary Public – State of Texas

