

**FILE COPY**

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIENNA VILLAGE OF ANDERSON SPRINGS, SECTION ONE-A**

This Supplemental Declaration of Covenants, Conditions and Restrictions (this "Supplemental Declaration") is made as of the date hereinafter stated by SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership ("Declarant").

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 as of June 2, 1997 which is filed under Clerk's File No. 9734406 and recorded in the Official Records of Fort Bend County, Texas (the "Official Records"), as amended in accordance with the provisions thereof (the "Declaration"), 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, Declarant is the successor in interest to the rights of Sienna/Johnson Development GP, L.L.C. as the "Declarant" 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 Records; and

WHEREAS, in accordance with the provisions of Section 1 of Article VIII of the Declaration, by that certain Declaration of Annexation dated January 15, 2004, filed under Clerk's File No. 2004021374 and recorded in the Official Records, Declarant subjected the 32.139 acre tract of land which has been subdivided and platted as Sienna Village of Anderson Springs, Section One-A (1-A) according to the plat thereof recorded as Plat No. 20040029 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Anderson Springs 1-A Property") to the provisions of the Declaration and added such property to the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject the Anderson Springs 1-A 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, Declarant hereby declares that the Anderson Springs 1-A 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 Anderson Springs 1-A 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 meanings ascribed to them in the Declaration.

ARTICLE II  
EASEMENTS

1. Easements 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 each Lot within the Anderson Springs 1-A Property which is adjacent to Reserve J of the Sienna Village of Anderson Springs, Section One-A subdivision (a "Lake Lot") for the purpose of constructing, repairing, maintaining, and reconstructing the bulkhead and related improvements constructed or to be constructed on such reserve tract. Except in the event of emergencies, this easement is to be exercised only during normal business hours.

ARTICLE III  
RESTRICTIONS

1. Restrictions on Lake Lots. The following specific restrictions shall apply to all Lake Lots and to the lake located on Reserve J of the Anderson Springs, Section One-A subdivision (the "Lake");

(a) In order to preserve the natural appearance of the property owned by the Association, no fences or other improvements shall be constructed or placed on the common boundary between any Lake Lot and Reserve J unless otherwise approved by the Residential Review Committee. If fences are permitted on the property line of the Lake Lots adjacent to Reserve J, the Residential Review Committee shall have the right to designate specifications for such fencing on the Lake Lots to insure uniformity and/or visibility of the Lake;

(b) Boat docks and piers may be placed on the Lake if constructed in accordance with design and construction specifications or guidelines adopted by the Residential Review Committee and pursuant to plans approved by such committee;

(c) The installation or placement of any improvements or other items within the rear yard of a Lake Lot (including, without limitation, fences, patio covers, storage sheds and children's play equipment) or any alteration of the rear yard of a Lake Lot must be approved by the Residential Review Committee;

(d) The Owner of each Lake Lot shall be responsible for all temporary erosion control measures required during construction on his Lot to ensure that there is no erosion into the Lake and such Owner shall be responsible for any repair or maintenance required due to erosion caused by construction on his or her Lot;

(e) No Owner or Occupant of a Lake Lot shall withdraw water from or discharge water into the Lake;

(f) No Owner or Occupant of a Lake Lot shall dump or place refuse or any other material into the Lake;

(g) No Owner or Occupant of a Lake Lot shall release or introduce any wildlife, waterfowl, reptiles or fish into the Lake;

(h) The use of the Lake by the members of the Association and their permitted guests shall be subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, limit the use of the Lake to human powered craft only or prohibit motorized boats except those with electric motors, prohibit fishing or limit to catch and release only fishing, and prohibit water skiing and swimming. The Board may also establish hours for the use of the Lake; and

(i) No boats or other watercraft which are permitted under the Association's rules to be used on the Lake may be left overnight on the Lake and when not in use, boats and other watercraft must be screened from public view.

2. Release from Liability. The Association shall not be responsible for any loss, damage or injury occurring in or around the Lake by any Person, including without limitation Owners, their guests, family, invitees, and agents. To the fullest extent permitted by applicable law, each Owner shall and does hereby agree to indemnify, protect, hold harmless and defend the Association, its agents, employees, officers, and directors from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities, and expenses, including court costs and attorney's fees and any nature, kind or description (including without limitation, claims for property damage, injuries to or death of any person directly or indirectly arising out of, or caused by, or in connection with, or resulting (in whole or in part) from the use of the Lake.

#### ARTICLE IV 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 Anderson Springs 1-A Property for a period of forty (40) years from the date the Declaration was recorded,

after which time said provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Anderson Springs 1-A Property has been recorded within the year immediately proceeding the beginning of a ten (10) year renewal period, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated at the end of the initial forty-year term or the applicable renewal period.

2. Amendment. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Anderson Springs 1-A Property. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Anderson Springs 1-A 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 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 Anderson Springs 1-A Property and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by the Declarant during the Class B Control Period.

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 Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

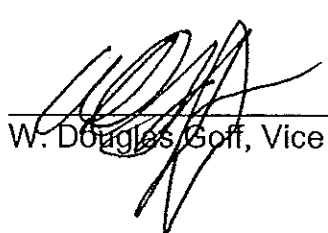
6. Development Period. During the period of time that any Lots or Single Family Residences located with the Anderson Springs 1-A Property are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the private Streets in Anderson Springs 1-A Property in connection with the construction of residences and the marketing of homes.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 29<sup>th</sup> day of July, 2004.

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

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

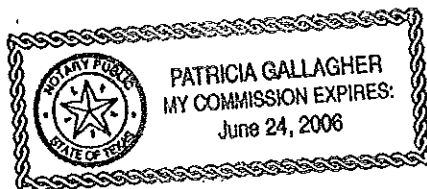
By:

  
W. Douglas Goff, Vice President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on July 29<sup>th</sup>, 2004 by W. Douglas Goff, Vice President of Sienna/Johnson Development, 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.



  
Notary Public in and for the State of Texas

After recording return to:

Patti Gallagher  
Sienna Plantation  
3777 Sienna Parkway  
Missouri City, TX 77459

RETURNED AT COUNTER TO:

PAT DELAIR  
3777 SIENNA PARKWAY  
MISSOURI CITY, TX 77459

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



2004 Jul 29 03:43 PM

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JLS \$15.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS