



**SUPPLEMENTAL DECLARATION FOR  
SIENNA VILLAGE OF ANDERSON SPRINGS SECTION 27A  
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

This Supplemental Declaration for Sienna Village at Anderson Springs Section 27A (Sienna Plantation Residential Association, Inc.), (the "Supplemental Declaration") is made on the date hereinafter set forth by Sienna/Johnson Development, L.P., a Texas limited partnership (hereinafter the "Declarant") and joined herein by Sienna/Johnson North, L.P., a Texas limited partnership, (hereinafter referred to as the "Sienna/Johnson North" as the owner of the land being submitted to this Supplemental Declaration).

W I T N E S S E T H:

WHEREAS, the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.), is filed of record under Fort Bend County Clerk's File Number 2012104699 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Restated Declaration"); and

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

WHEREAS, Sienna/Johnson North is the owner of the lots shown on the plat thereof, referred to as Village of Anderson Springs Section 27A, which plat is recorded under Fort Bend County Clerk's File No. 20170184, (the "Plat") filed of record in the Plat Records of Fort Bend County, Texas (herein "Village of Anderson Springs, Section 27A") and;

WHEREAS, Declarant, filed that certain Declaration of Annexation (Sienna Plantation Property Owners Association, Inc.) which is filed of record under Clerk's File No. 2017119966 in the Official Public Records of Real Property of Fort Bend County (the "SPPOA Declaration of Annexation"), which SPPOA Declaration of Annexation included the real property platted as Village of Anderson Springs, Section 27A; and

WHEREAS, Declarant, filed that certain Declaration of Annexation (Sienna Plantation Residential Association, Inc.) which is filed of record under Clerk's File No. 2017119966 in the Official Public Records of Real Property of Fort Bend County (the "SPRAI Declaration of Annexation") which SPRAI Declaration of Annexation included the real property platted as Village of Anderson Springs, Section 27A; and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Village of Anderson Springs, Section 27A, was annexed into the

jurisdiction of the Sienna Plantation Property Owners Association, Inc. ("SPPOA") and the Sienna Plantation Residential Association, Inc., (the "Association") and encumbered by the provisions of the Restated Declaration.

NOW THEREFORE, pursuant to the powers vested in the Declarant, with the joinder of Sienna/Johnson North, the Declarant and Sienna/Johnson North hereby subject Village of Anderson Springs, Section 27A to this Supplemental Declaration, and Village of Anderson Springs, Section 27A shall hereinafter carry with it all the rights, privileges and obligations granted to the Properties as set forth in the Restated Declaration, including but not limited to the right to be annexed. Village of Anderson Springs, Section 27A shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Restated Declaration (the same being herein incorporated by reference for all purposes), and additionally the covenants, restrictions, easements, and charges contained in this Supplemental Declaration. Village of Anderson Springs, Section 27A shall additionally be subject to the jurisdiction of the Association.

#### **ARTICLE 1. RESTRICTED RESERVES**

Owners of Lots within Village of Anderson Springs, Section 27A are advised that there exist the following Restricted Reserves as shown on the Plat, hereinafter collectively referred to as the "Restricted Reserves":

Reserves "A", "B", "D", "F", "G", "K" through "N" restricted in their use to Landscape  
Reserve "C" restricted in its use to Landscape/Drainage  
Reserves "E" and "J" restricted in their use to Utilities  
Reserves "H" and "T" restricted in their use Private Alleyways

Owners of Lots within Village of Anderson Springs, Section 27A hereby agree to hold harmless the Declarant, the Association, and their respective directors, officers, agents, successors and assigns and release them from any liability for the placement of, construction, design, operation, maintenance and replacement of the Restricted Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Restricted Reserves. The Association has the right to promulgate Rules and Regulations governing the use of the Restricted Reserves.

Owners whose Lots are adjacent to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant, or any successor declarant, 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 the change in use of said Restricted Reserves.

Ownership and maintenance responsibility of the Drainage Reserve are vested in the Sienna Plantation Levee Improvement District. The ownership and maintenance responsibility of Landscape Reserves are vested in the Association.

## **ARTICLE II.            DESIGNATION OF NEIGHBORHOOD**

1.     Designation of Neighborhood. Section 5 of Article II of the Restated Declaration vests the Declarant with the right to designate a portion of the Properties as a Neighborhood. Village of Anderson Springs, Section 27A is hereby designated as a Neighborhood having the name of "Leafwing Meadow". Declarant reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2.     Neighborhood Assessment. A Neighborhood Assessment may be levied against the Lots in Village of Anderson Springs, Section 27A to cover the Association Expenses that benefit only the Lots in Village of Anderson Springs, Section 27A, such as by way of illustration and not limitation, maintenance of Restricted Reserves and the Private Alleyways (as same are defined below). The Owners of Lots in Village of Anderson Springs, Section 27A are obligated to pay a Neighborhood Assessment when levied by the Board of Directors of the Association (the "Board") from time to time in accordance with Section 2(b) of Article III of the Restated Declaration.

## **ARTICLE III.           EASEMENTS**

1.     Owners' Easement for Access. Declarant hereby grants and reserves for itself, its successors and assigns, and for the benefit of the Owners of Lots within Village of Anderson Springs, Section 27A, their respective 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 Alleyways within Village of Anderson Springs, Section 27A. This easement is for the benefit of and appurtenant to each Lot in Village of Anderson Springs, Section 27A and shall run with the land. Each Owner of a Lot in Village of Anderson Springs, Section 27A shall have the right to use the Private Alleyways 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 further subject to the right of the Board to promulgate Rules and Regulations regarding access to and use of the Private Alleyways.

2.     Easements for Utilities and Public Services.

(a)     Declarant hereby grants to the Association, to Fort Bend County, to the City of Missouri City and to any other public authority or agency, utility district, or utility company, a perpetual nonexclusive easement upon, over, under, and across the Private Alleyways and Restricted Reserves within Village of Anderson Springs, Section 27A for the purpose of installing, replacing, repairing, and maintaining all utilities, including, but not limited to, storm sewers, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs. To the extent possible, utility lines and facilities shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any bushes, or shrubbery, (iii) to

excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also granted to Fort Bend County, to the City of Missouri City, and to such other governmental authority or agency as shall from time to time have jurisdiction over Village of Anderson Springs, Section 27A (or any portion thereof) with respect to law enforcement, fire protection and emergency medical services, the perpetual non-exclusive right and easement upon, over and across all of Village of Anderson Springs, Section 27A for the purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

#### **ARTICLE IV. ZERO LOT LINE CONCEPT**

In connection with the development of Village of Anderson Springs, Section 27A it is anticipated that residences constructed upon certain Lots shall be Zero Lot Line Homes based upon a zero side building setback concept, and the Zero Lot Line pattern specific to each Zero Lot Line Lot is set forth on the Plat. The Dwellings within Village of Anderson Springs, Section 27A constructed on Zero Lot Line Lots shall consist of Zero Lot Line Homes, with some Lots not having a Zero Lot Line, as shown on the Plat.

Each Zero Lot Line Home shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the Zero Lot Line Home is constructed either adjacent to and abutting or within one foot (1') or less of a side Lot line. Such side Lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Each Zero Lot Line is identified on the Plat with an arrow. Provided however, an open court or patio may be built adjacent and abutting, or within one foot (1') or less of the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of seven feet (7') above the foundation. This wall must, as is the case with the residence wall, be constructed adjacent to, or within one foot (1') or less of the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the Zero Lot Line Home. The Zero Lot Line walls shall have no exterior objects or appurtenances, for example, there shall be no electrical panels (unless required by the electric company), vents, plumbing clean outs or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. Provided, however, the Residential Review Committee has discretion to approve windows in this particular location. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenances may be constructed on the Zero Lot Line Home abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line Home may extend and encroach over the Zero Lot Line for a distance not to exceed eighteen (18) inches. The minimum distance between the Zero Lot Line and the closest wall of the Zero Lot Line Home situated upon the Adjoining Lot (as defined below) is set forth on the Plat. No Dwelling shall be located on any Lot within any Utility Easement along the rear Lot line.

Notwithstanding anything contained herein to the contrary, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code shall control.

In order for each Owner of a Zero Lot Line Lot to adequately access the side of his or her Zero Lot Line Home, a perpetual non-exclusive easement (the "Easement") is hereby created for the benefit of the Owners of each Zero Lot Line Home within Village of Anderson Springs, Section 27A for the purpose of ingress to and egress from any Lot which is adjacent to and contiguous with said Lot Owner's Zero Lot Line Home. The Easement is as follows:

- (a) limited to only areas that are five (5') feet in width and parallel to and contiguous with said Lot Owner's common Lot lines and shall be further limited to the purposes of construction of the Zero Lot Line Home, maintenance, repair, replacement, reconstruction, and upkeep as is reasonably necessary for said Lot Owner's Zero Lot Line Home, and for ingress and egress in the event of an emergency. Said five (5') foot strip may also be used for eaves overhang, eaves drip, and land drain for any and all rain water flowing naturally from the eaves of said Lot Owner's Zero Lot Line Home onto the adjacent strip of land;
- (b) Along the southern five feet of Lots 6-9, Lots 11 – 28, Lots 30-37, in Block Three (3) of Village of Anderson Springs, Section 27A.
- (c) The Zero Lot Line Lot Owner must replace or return to existing condition, any fencing, landscaping or other items on the Adjoining Lot that s/he may disturb during construction, repair or maintenance.
- (d) This Zero Lot Line easement, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the Access Easement is actively being utilized and any items removed must be replaced.
- (e) The Zero Lot Line Owner must notify the Owner of the Adjoining Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least forty-eight (48) hours prior to starting any work. The hours that such Zero Lot Line easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the Zero Lot Line Home or Occupants, a Zero Lot Line Owner may enter at whatever time necessary and without prior notice to the Owner of the Adjoining Lot to do necessary repairs or escape any injury to the Occupants.

- (f) Both the Zero Lot Line Owner and the Adjoining Lot Owner shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Zero Lot Line easement area in such a manner as will interfere with such drainage.
- (g) Neither Owner shall attach any object to the Zero Lot Line wall, facing onto the Zero Lot Line easement area and the Owner of the Adjoining Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the Zero Lot Line easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of

the Adjoining Lot, which allows proper surface drainage; however, access to the Zero Lot Line easement must be preserved for the Owner of the Zero Lot Line Lot.

## **ARTICLE V. PRIVATE ALLEYWAYS**

Reserves "H" and "I" are restricted in their use to Private Alleyways in Village of Anderson Springs, Section 27A. The Private Alleyways have not been dedicated to the public, but will be operated as Private Alleyways maintained by the Association. The costs incurred by the Association in maintaining, repairing and/or reconstructing the Private Alleyways in Village of Anderson Springs, Section 27A shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in Village of Anderson Springs, Section 27A. The Board shall have the right to adopt Rules and Regulations concerning parking on the Private Alleyways in Village of Anderson Springs, Section 27A, as well as the right to designate no parking zones denoted with signage or paint on the Private Alleyways. The Private Alleyways in Village of Anderson Springs, Section 27A are further subject to that certain Private Street Parking Policy filed of record under Clerk's File No. 2014010579 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Parking Policy"). The Parking Policy is incorporated herein by reference for all purposes. Declarant hereby reserves for itself, its successors and assigns, the right to grant additional ingress and egress easements over the Private Alleyways within Village of Anderson Springs, Section 27A without the joinder of any Owners or any other parties. These Private Alleyways are separate and apart from the streets that serve Village of Anderson Springs, Section 27A. Every Owner of a Lot is responsible for the maintenance, repair and replacement, as needed, of the driveway on their respective Lot.

The Private Alleyways shall be maintained, repaired and replaced, as needed, by the Association, the cost of which shall be covered by Residential Assessments. The Association shall have sole discretion to determine if/when maintenance, repairs or replacement of the Private Alleyways is to be performed. The Owner of each Lot in Village of Anderson Springs, Section 27A irrevocably grants to each other Owner in the Subdivision, to Declarant, and to the Association, reciprocal, perpetual, and non-exclusive rights-of-way and roadway easements for purposes of ingress, egress, passage, and travel by vehicles and pedestrians over and across the Private Alleyways, and in connection therewith each Owner of a Lot agrees that no other easements or rights of usage of any kind may be granted by any Owner of an Lot in, upon, under, over or across the Private Alleyways which would in any manner impede or impair the aforesaid purposes thereof. Each Owner of a Lot hereby grants to Declarant and to the Association, and the designees of each, a perpetual, non-exclusive easement across the Private Alleyways, along with an additional ten (10) feet on either side of the Private Alleyways, for the maintenance, repair, or replacement of the Private Alleyways and related improvements, provided that such easement shall not in any event extend into or beyond the foundation or exterior walls of any Dwelling or garage. After maintenance, repair or replacement of the Private Alleyways and related improvements, the entity exercising this easement shall return the Lot to its condition prior to the maintenance, repair or replacement, at the entity's expense.

Except as hereafter provided, no vehicle of any type may be parked or stored at any time upon the Private Alleyways located within Village of Anderson Springs, Section 27A. No object, thing or device shall be placed, stored or maintained within or upon the Private Alleyways and no activities are permitted thereon which would impede or impair the intended

use of the Private Alleyways for pedestrian and vehicular ingress and egress. Without limitation of the foregoing, no personal property, barbeque or other cooking equipment, or any recreational equipment may be placed, maintained or stored within or upon the Private Alleyways nor are loitering, playing or gatherings permitted therein or thereon.

Temporary parking upon Private Alleyways is permitted by Owner and Occupant vehicles and for passenger pick-up, delivery services and trash services, but solely for purposes of loading and unloading of passengers and cargo and rendering of delivery/trash services, and subject to applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from Lots within Village of Anderson Springs, Section 27A).

## **VI. GENERAL PROVISIONS**

1. Term. The provisions of this Supplemental Declaration shall run with the land, shall be binding upon all Persons owning any portion of Village of Anderson Springs, Section 27A, and shall be perpetual.

2. Amendment.

It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to Village of Anderson Springs, Section 27A. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of the Declarant that the specific restrictions that are imposed on Village of Anderson Springs, Section 27A (other than those in the Restated Declaration that are, in whole or in part, repeated herein) may be unilaterally amended by the Declarant for any reason during the Declarant Control Period by an instrument recorded in the Official Public Records of Real Property of Fort Bend County, Texas. This Supplemental Declaration may also be amended at any time by an instrument executed by the President of the Association (after approval by the Board) and the Owners of a majority of the Lots within Village of Anderson Springs, Section 27A and recorded in the Fort Bend County Official Public Records; provided, however, any amendment hereto must also have the approval of and be executed by the Declarant during the Declarant 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 Declaration and the provisions of the Restated Declaration, the provisions of this Supplemental Declaration shall control. All other definitions and restrictions shall remain as stated in the Restated Declaration.

Declaration shall control. All other definitions and restrictions shall remain as stated in the Restated Declaration.

6. Declarant Control Period. During the period of time that any Lots or single family Residences located within Village of Anderson Springs, Section 27A are being developed and marketed ("Declarant Control Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Private Alleyways within Village of Anderson Springs, Section 27A in connection with the construction of residences and the marketing of homes.

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

IN WITNESS WHEREOF, this Supplemental Declaration for Sienna Village at Anderson Springs Section 27A (Sienna Plantation Residential Association, Inc.) is executed as of the 27th day of November, 2017.

**DECLARANT:**

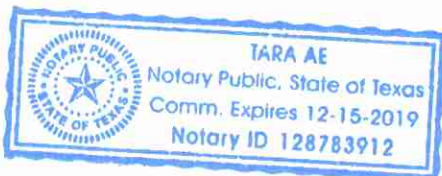
SIENNA/JOHNSON DEVELOPMENT, L.P., a  
Texas limited partnership

By: SIENNA/JOHNSON DEVELOPMENT  
GP, L.L.C, its general partner

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

THE STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on November 27, 2017, by Alvin San Miguel, the Vice President of Sienna/Johnson Development GP, LLC, a Texas limited liability company which is the general partner of Sienna/Johnson Development, L.P., a Texas limited partnership, on behalf of said limited partnership.



*Tara M. AE*  
Notary Public – State of Texas



IN WITNESS WHEREOF, the undersigned, being the owner of the Lots located within Sienna Village at Anderson Springs Section 27A, hereby agrees to encumber and subject all of said Lots with this Supplemental Declaration for Sienna Village at Anderson Springs Section 27A (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 27th day of November, 2017.

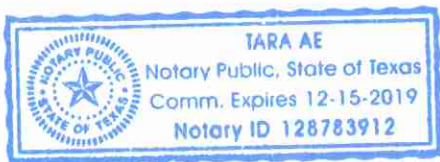
SIENNA/JOHNSON NORTH, L.P.,  
a Texas limited partnership

By: Sienna/Johnson North GP, LLC  
a Texas limited liability company,  
its general partner

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on November 27, 2017, by Alvin San Miguel, the Vice President of Sienna/Johnson North GP, LLC, a Texas limited liability company which is the general partner of SIENNA/JOHNSON NORTH, L.P., a Texas limited partnership, on behalf of said limited partnership.



*Tara M. AE*  
Notary Public – State of Texas

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

# LIENHOLDER CONSENT AND SUBORDINATION

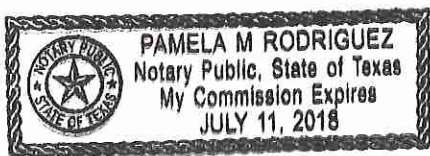
Bancap South, a Mississippi Banking Corp., being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of Village of Anderson Springs Section 27A, hereby consents to the terms and provisions of this Supplemental Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to this Supplemental Declaration (and the covenants, conditions and restrictions in this Supplemental Declaration), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Declaration (or the covenants, conditions and restrictions in this Supplemental Declaration). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on November 28, 2017.

Bancap South Bank, a Mississippi Banking Corporation  
By: [Signature]  
Print Name: Ruben H. Maldonado  
Print Title: SVP

STATE OF Texas §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 28th day of November 2017, by Ruben Maldonado, the Senior Vice President of Bancap South, on behalf of said entity.



Pamela M Rodriguez  
Notary Public - State of Texas

RETURNED AT COUNTER TO:

Tara ae  
5777 Sienna Pkwy, Suite 100  
Missouri City, TX 77459

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Laura Richard  
Laura Richard, County Clerk  
Fort Bend County Texas

November 30, 2017 09:00:13 AM

FEE: \$47.00 CDC

2017131145

