



**AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR A PORTION OF
SIENNA VILLAGE OF ANDERSON SPRINGS, SECTION FIVE-A**

SONOMA RIDGE NEIGHBORHOOD

This Amended and Restated 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"), K HOVNIANIAN OF HOUSTON, L.P., a Texas limited partnership ("K. Hovnianian"), and SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation (the "Association").

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 "Declaration") which is filed under Clerk's File No. 9734406 and recorded in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records"), 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, the Association was formed 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 might subsequently be 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 instrument dated April 23, 2004 and recorded under Clerk's File No. 2004049906 of the Official Records, Declarant and Sienna/Johnson North, L.P. subjected the tract of land which has been subdivided and platted as Sienna Village of Anderson Springs, Section Five-A, a subdivision of land in Fort Bend County, Texas according to the plat thereof recorded as Plat No. 20040084 in the Plat Records of Fort Bend County, Texas (the "Anderson Springs 5-A Property"), to the provisions of the Declaration and annexed such property into the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant and Sienna/Johnson North, L.P. subjected to the portion of Anderson Springs 5-A Property which is hereinafter referred to as the Affected Property to the provisions of that certain Supplemental Declaration of Covenants, Conditions and Restrictions for a portion of Sienna Village of Anderson Springs, Section Five-A dated December 6, 2004 and filed under Clerk's File No. 2004147702 and recorded in the Official records (the "Original Supplemental Declaration"); and

WHEREAS, Section 2 of Article V of the Original Supplemental Declaration provides that it may be amended by an instrument executed by the owner(s) of a majority of the lots subject to the Original Supplemental Declaration with the approval of the Association and the Declarant during the Class B Control Period; and

WHEREAS, K. Hovnanian owns all of the lots subject to the Original Supplemental Declaration and desires to amend and restate the Original Supplemental Declaration in its entirety; and

WHEREAS, the portion of the Anderson Springs 5-A Property which is subject to this Supplemental Declaration is as follows (collectively, the "Affected Property");

<u>Lot:</u>	<u>Block:</u>
Lots 3-27	Block 2
Lots 1-12	Block 3
Lots 1-10	Block 6
Lots 20 and 21	Block 7
Lots 1-8	Block 9
Lots 1 and 2	Block 10

WHEREAS, this Supplemental Declaration shall only apply to the Affected Property and shall not apply to the remainder of the property situated within the Anderson Springs 5-A Property.

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, K. Hovnanian and the Association hereby declare that the Affected 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 Affected 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
DESIGNATION OF SONOMA RIDGE NEIGHBORHOOD

1. Sonoma Ridge Neighborhood. Section 4 of the Article II of the Declaration gives the Declarant the right to designate a portion of the Properties as a Neighborhood. The Affected Property is hereby designated as a portion of the Neighborhood having the name "Sonoma Ridge". Declarant reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2. Neighborhood Assessment. The Owners of Lots within the Neighborhood may be assessed and are liable to pay Neighborhood Assessments in addition to the Residential Assessments if and 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. The Association's Board of Directors has not levied a Neighborhood Assessment for 2004 but may hereafter levy a Neighborhood Assessment in accordance with the provisions of the Declaration.

ARTICLE III
EASEMENTS

1. Landscape Easement for Association. A perpetual non-exclusive easement is hereby granted to the Association (the "Landscape Easement") over the front portion of each Lot extending from the front fence or residence to the front line of the Lot (and over the side portion of the Lot on corner Lots from the fence or residence to the side Lot line) and over the rear portion of each Lot extending from the rear fence or residence to the rear line of the Lot for purposes of maintaining the grass and landscaping within such areas of each Lot. The rights granted herein to the Association include the right, exercised in the sole discretion of the Association's Board of Directors, but not the obligation, to mow, edge, weed, and fertilize the lawn and landscaping within such portions of the Lots as well as the right to enter upon the Lots as may be necessary for such purposes. If the Association elects to provide individual maintenance of Lots pursuant to the easement hereby granted to it, the costs thereof shall be paid with Neighborhood Assessments. No Owner or Occupant of a Lot in the Affected Property shall in any manner impair or impede the Association's use of the easement rights created herein.

ARTICLE IV
RESTRICTIONS

1. Living Area Requirements. Each Single Family Residence in the Affected Property, exclusive of open porches and garages, shall contain not less than 1,000 square feet in the case of a one-story Single Family Residence or 1,200 square feet in the case of a two-story Single Family Residence.

2. Storage. No articles, goods, materials, refuse, trash or garbage containers, storage tanks, lawn maintenance items, toys, lawn furniture, or the like, shall be permitted to be stored upon a Lot in such a way that such items are exposed to

public view, or exposed to view from adjacent Lots or any alleyways. Additionally, all flowers and plants not planted in the ground shall, at all times, be kept in decorative pots or other suitable containers. Normal patio furniture and potted plants may be kept on the front porch of a Single Family Residence; provided that the type and color of any furniture kept on the front porch must be compatible with the overall exterior design of residences within the Neighborhood and the number of items kept on the front porch must be reasonable. The Residential Review Committee shall have the exclusive authority to determine whether the type and color of any furniture kept on the front porch of a Single Family Residence is compatible with the overall exterior design of residences within the Neighborhood and whether the number of items kept on the front porch of a Single Family Residence is reasonable and its determination shall be final, conclusive and binding.

3. Lot Maintenance. Each Lot and Single Family Residence shall be maintained in a clean, sightly and safe condition at all times. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, mildewed, or damaged in any manner. Each Owner, and not the Association, shall be responsible for adequately watering the lawn and landscaping on his or her Lot and for maintaining such areas unless maintenance is provided by the Association. In the event any landscaping dies or become diseased or decayed, the Owner shall promptly replace, at such Owner's cost, such landscaping with identical replacements. In the event identical replacements are not available, the Owner shall first obtain approval in writing from the Residential Review Committee pursuant to the Declaration prior to planting any replacement landscaping. If after due process of law, the Owner of a Lot in the Affected Property fails or refuses to properly maintain or replace the grass and/or landscaping as directed by the Board of Directors, the Association, its agents and contractors, shall have the authority to go upon the Lot, without liability in trespass, and water the lawn and tress, shrubs and plants and replace any dead or diseased grass, trees, shrubs or plants. The Owner agrees with the purchase of such Lot to pay all charges incurred by the Association to perform such work, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of an invoice for such costs. Payment of such costs shall be secured by the lien against such Lot created in the Declaration.

4. Landscape Modifications. Except for replacement of landscaping with identical replacements by an Owner as provided above, any and all modifications to the landscaping upon any Lot must first be approved in writing by the Residential Review Committee pursuant to the Declaration.

5. House Numbers. Each home constructed upon a Lot shall include a posted house number (at a location and in form approved in writing by the Residential Review Committee) containing the address of the Lot, and such house number shall be clearly posted on the front of each Lot. Each Owner shall be responsible for maintaining the posted house numbers in a clear manner and shall at all times, ensure that such numbers are clearly visible from the front of each Lot.

6. Utility Components. All utility boxes and service system components must be screened by a fence or wall of appropriate materials or landscaping as approved in writing by the Residential Review Committee such that such items are not to be exposed to public view, or exposed to view from adjacent Lots or any alleyways. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the Residential Review Committee.

7. Location of Improvements – Setbacks. No Single Family Residence, garage or improvement on any Lot in the Affected Property other than fencing and/or landscaping approved by the Residential Review Committee shall be located nearer to the front building line than the setback line shown on the plat of such property. No Single Family Residence, garage or improvement other than approved fencing and/or landscaping on any Lot in the Affected Property shall be located nearer to the rear property line than ten (10) feet. No Single Family Residence, garage or improvement other than approved fencing and/or landscaping on any Lot in the Affected Property shall be located nearer to a side property line than three (3) feet, except a corner Lot in which case no Single Family Residence, garage or improvement other than approved fencing and/or landscaping shall be located nearer to the side property line adjacent to the side street than the setback line shown on the plat. Notwithstanding the foregoing, the Residential Review Committee may grant variances from these setbacks, in the manner provided in the Declaration, when, in its sole discretion, a variance is deemed necessary or appropriate.

8. Vehicle Parking. Except as otherwise expressly provided in this paragraph, no Owner, lessee, tenant or Occupant of a Lot, including all persons who reside with such Owner, lessee, tenant or Occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any Street or from any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this paragraph, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle; the term "pick-up truck" is limited to a three-quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. No Owner, guest or invitee of an Owner, lessee, tenant or other Occupant of a Lot shall park any vehicle on a Lot or on any Street that is not a permitted vehicle or pick-up truck for any length of time except a vehicle owned or operated by a guest or invitee that is providing some service to the Owner or Occupant of the Lot and then only during the period of time necessary to provide that service. The Association shall have the right to cause any vehicle parked on a Street in violation of this restriction to be towed in the manner provided in the Texas Transportation Code.

No mobile home trailer, recreational vehicle, boat or the like shall be parked, kept or stored on any Street for any length of time or on the driveway of any Lot for more than twenty-four (24) hours in any fourteen (14) day period unless otherwise allowed by

the Board of Directors of the Association due to special circumstances, but then only on the driveway of a Lot and for the duration specified by the Board.

9. Garages. A carport is not permitted on any Lot. All garages must be constructed in strict accordance with plans approved by the Residential Review Committee. If a garage constructed on a Lot is substantially damaged or destroyed, it must be replaced using materials that meet or exceed the quality of materials used at the time of original construction, and in strict accordance with plans approved by the Residential Review Committee.

10. Rear Yards. The rear yard of each Lot in the Affected Property will be enclosed by a fence at the time of original construction of the Single Family Residence. The area enclosed by a fence for the use and benefit of the Owner or Occupant of a particular Lot may include a portion of an adjacent Lot. The portion of the adjacent Lot enclosed by a fence at the time of original construction shall be shown on a survey attached to the deed conveying the Lot to the Owner who is entitled to the use and benefit of such area. The area shall also be shown on a survey attached to the deed conveying the subject Lot. There is hereby established and dedicated for the use of the Owner of each Lot a limited perpetual easement over and upon that portion of the adjacent Lot enclosed by a fence and depicted in the surveys attached to the deeds. Each easement is for the purpose of planting grass, flowers and shrubbery, and maintaining and repairing the fence thereon. The Owner of the Lot subject to the easement shall not have the right to remove or relocate the fence or otherwise interfere with the adjacent Lot Owner's right to use the easement. In the event that the portion of the fence on a Lot which solely benefits the owner of the easement requires repair and/or replacement, it shall be the responsibility of the owner of the easement to repair and/or replace the fence at his or her sole cost and expense. The maintenance, repair and replacement of that portion of the fence enclosing the rear of a Lot which benefits not only the owner of the easement, but also the Owner of the Lot, shall be the responsibility of both Owners and the cost of repairing and replacing any such portion of the fence shall be shared equally. Notwithstanding the provisions of this paragraph, the Owner of a Lot shall at all times have access to the portion of his or her Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot if reasonably necessary to enable the Owner to maintain and/or repair the Single Family Residence or other improvement on his or her Lot; provided that except in the event of a bona fide emergency, access to the portion of the Owner's Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot shall not be exercised without at least seventy-two (72) hours notice to the Owner or Occupant of the adjacent Lot.

11. Signs. A standard "For Sale" sign is permitted on a Lot; provided that, only one (1) standard "For Sale" sign is permitted on a Lot in the Affected Property at any given time and the sign must be displayed on a stake in the front yard, not attached to the single Family Residence or other improvement on the Lot or displayed in a window. With the exception of signs erected by a Builder prior to the date that the Builder ceases to own any Lot in the Affected Property, a "For Lease" sign or similar type of sign marketing a Single Family Residence for lease is prohibited either on a Lot or otherwise within. No sign of any type shall be erected or installed in any Street or

Common Area or in any public street or right-of-way maintained by the Association except traffic signs erected by the Association or, in the case of a public street or right-of-way, a governmental authority having jurisdiction. Any sign erected on a Lot in violation of this provision or any sign erected in a Street or Common Area or public street or right-of-way maintained by the Association may be removed and disposed of by or at the direction of the Association without liability to any party.

12. Roofs. The roofing material used on the Single Family Residence or other improvement on a Lot in the Affected Property must be red, green or black, as approved by the Residential Review Committee. All other colors are prohibited.

13. Window Treatments and Doors. Reflective glass shall not be permitted on the exterior of any Single Family Residence, garage or other improvement. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Residential Review Committee. Drapes, linings, and all other types of window coverings which are visible from a Street or any neighboring Lot must be white or beige or some other neutral color approved by the Residential Review Committee. A sunscreen may be applied to a window if it is approved in writing by the Residential Review Committee prior to application. Burglar bars are not permitted on the exterior of any windows or doors; burglar bars in the interior of a Single Family Residence must be installed so that they are not visible from a Street, Common Area or neighboring Lot. Screen doors shall not be used on the front or side of any Single Family Residence. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Single Family Residence.

14. General Nuisances. No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of a Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding homes. No noxious, illegal, or offensive activity shall be carried on upon any portion of a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person occupying an adjacent Lot. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any Lot. Not outside burning or wood, leaves, trash, garbage or household refuse shall be permitted upon any Lot. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot, unless required by federal, state or local regulation. The Board of Directors of the Association shall have the authority to determine whether or not any activity or condition on a Lot violates any of the provisions of this Section and its determination shall be final, conclusive and binding on all parties.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of

hobbies or other activities, including specifically, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lots. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

ARTICLE V 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 Affected 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 Affected 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 Affected 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 Affected 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 Affected 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. No amendment to this Supplemental Declaration which affects or impairs the rights, powers, duties and authorities of the Association, the Board of Directors, and/or the Residential Review Committee created and existing by virtue of the provisions of the Declaration shall be valid or enforceable.

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 the Declaration shall control.

6. Development Period. During the period of time that any Lots or Single Family Residences located with the Affected 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 all Streets in connection with the construction of residences and the marketing of homes.

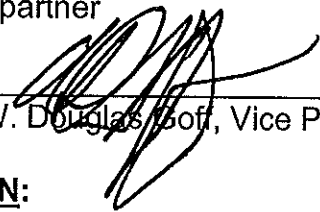
7. Original Supplemental Declaration. This Supplemental Declaration replaces the Original Supplemental Declaration in its entirety.

IN WITNESS WHEREOF this Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 14th day of January, 2005 to be effective for all purposes as of the 6th day of December, 2004.

DECLARANT:

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

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

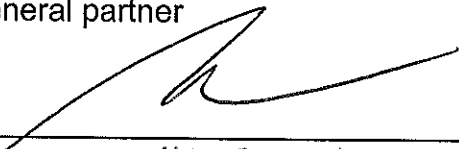
By: 

W. Douglas Boff, Vice President

K. HOVNANIAN:

K. HOVNANIAN OF HOUSTON, L.P.,
a Texas limited partnership

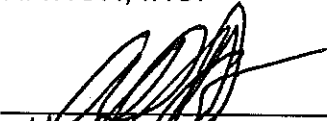
By: K. Hovnanian Developments of Texas,
Inc., general partner

By: 

Name: MARK KAUFMAN
Title: PRESIDENT


TO EVIDENCE ITS APPROVAL:

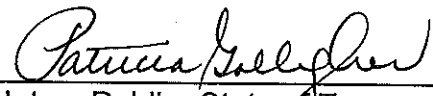
SIENNA PLANTATION RESIDENTIAL
ASSOCIATION, INC.

By: 
Name: W. DOUGLAS GOFF
Title: PRESIDENT

THE STATE OF TEXAS §
 §
 §
COUNTY OF FORT BEND §

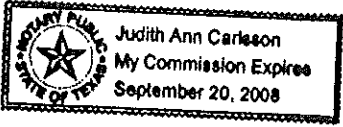
This instrument was acknowledged before me on January 14th, 2005 by W. Douglas Goff, Vice President of Sienna/Johnson Development, L.L.C., a Texas limited liability company which is the sole general partner of SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Seal] 


Notary Public--State of Texas

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me on February 8, 2005 by MARK KAUFMAN, PRESIDENT of K. Hovnanian Development of Texas, Inc., a Texas corporation which is the general partner of K. HOVNANIAN OF HOUSTON, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Seal] 


Notary Public--State of Texas

THE STATE OF TEXAS

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§
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COUNTY OF FORT BEND

This instrument was acknowledged before me on January 14th, 2005 by W. DOUGLAS GOFF, PRESIDENT of SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Seal]



Patricia Gallagher
Notary Public—State of Texas

RETURNED AT COUNTER TO:

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2005 Feb 17 03:09 PM

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JH \$27.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS