



**CORRECTION SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SIENNA VILLAGE OF BEES CREEK, SECTION TWO (2)
(Forest Isle at Bees Creek)**

This Correction 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 ("Sienna Development"), and SIENNA/NORTH, L.P., a Texas limited partnership ("Sienna North").

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, 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" 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, Sienna North subdivided and platted certain property as Sienna Village of Bees Creek, Section Two (2), a subdivision according to the plat thereof recorded as Plat No. 200503291 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Bees Creek 2 Property"); 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 Sienna North and filed under Clerk's File No. 2005038295 and recorded in the Official Records, Sienna Development and Sienna North subjected the Bees Creek 2 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, Sienna Development and Sienna North wish to subject the Bees Creek 2 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 Sienna North hereby declare that the Bees Creek 2 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 Bees Creek 2 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 NEIGHBORHOOD

1. Designation of Neighborhood. Section 4 of the Article II of the Declaration gives Sienna Development the right to designate a portion of the Properties as a Neighborhood. The Bees Creek 2 Property is hereby designated as a Neighborhood having the name "Forest Isle at Bees Creek". Sienna Development reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2. Neighborhood Assessments. Although no specific Neighborhood Assessment is mandated by this Supplemental Declaration, it is anticipated that the Association's Board of Directors will hereafter levy an initial annual Neighborhood Assessment on the Lots in The Forest Isle at Bees Creek Neighborhood in the amount of \$10,000.00 per Lot. The Owners of Lots within the Forest Isle at Bees Creek Neighborhood may be assessed and are liable to pay annual 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. Neighborhood Assessments may be used, for among other purposes, to pay the costs of maintaining and repairing the private Streets within the Forest Isle at Bees Creek Neighborhood and operating an entry monitoring facility at the entrance to the Neighborhood.

3. Neighborhood Entry. Neighborhood Assessments are used to pay the costs of various services which benefit only the Forest Isle at Bees Creek Neighborhood. If

requested to do so by the Owners of a majority of the Lots in the Forest Isle at Bees Creek Neighborhood, the Association's Board of Directors shall man, on either a full or part time basis, a guardhouse or monitoring station at the entrance to the Forest Isle at Bees Creek Neighborhood. All costs of providing such service to the Forest Isle at Bees Creek Neighborhood shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in the Neighborhood.

ARTICLE III EASEMENTS

1. Private Streets. All or a portion of the Streets in the Bees Creek 2 Property have not been 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 Bees Creek 2 Property shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in the Forest Isle at Bees Creek Neighborhood. The Association's Board of Directors shall have the right to adopt rules concerning parking on the private Streets in the Forest Isle at Bees Creek Neighborhood as well as the right to designate no parking zones denoted with signage or paint on the private Streets. Sienna North hereby reserves for itself, its successors and assigns, the right to grant additional ingress and egress easements over the private Streets within the Bees Creek 2 Property without the joinder of any Owners or any other parties.

2. Owner's Easement for Access. Sienna North hereby declares, grants and reserves for itself, its successors and assigns, and for the benefit of the Owners of the Lots within the Bees Creek 2 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 Bees Creek 2 Property. This easement is for the benefit of and appurtenant to each Lot in the Bees Creek 2 Property and shall run with the land. Each Owner of a Lot in the Bees Creek 2 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 an entry gate as a privacy oriented 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 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. Easements for Utilities and Public Services.

(a) Sienna North 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 easement upon, over, under, and across the Streets within the Bees Creek 2 Property 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 trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby 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 the Bees Creek 2 Property (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 the Bees Creek 2 Property for purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

4. 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 Streets and any Lot in the Bees Creek 2 Property in the performance of their respective duties pursuant to the Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

ARTICLE IV RESTRICTIONS

1. Living Area Requirements. Each Single Family Residence in the Bees Creek 2 Property, exclusive of open porches and garages, shall contain not less than 5,000 square feet.

2. Lake Lots. The Bees Creek 2 Property is adjacent to property owned by the Sienna Plantation Levee Improvement District (the "LID") which is used for drainage and flood control purposes (such property owned by the LID being referred to herein as the "LID Property") and each Lot within the Bees Creek 2 Property which is adjacent to the LID's Property being referred to herein as a "Lake Lot"). The LID's Property contains a lake (the "Lake") and the portion of the LID's Property which is between the Lake and the adjacent Lake Lots is used for maintenance purposes by the LID (such portion of the LID's Property being referred to herein as the "Maintenance Area"). The Association has obtained or may hereafter obtain an easement from the LID or enter into an agreement with the LID whereby the Association acquires the right to use the Lake and/or the Maintenance Area for recreational purposes. In the event the Association acquires an easement or right of use from the LID, such easement or right of use shall be Exclusive Common Area for use only by the Owners of Lots in the Forest Isle at Bees Creek Neighborhood and the costs of maintaining such Exclusive Common Area shall be

Neighborhood Expenses paid with Neighborhood Assessments. The following specific restrictions shall apply to all Lake Lots and to the Lake and the Maintenance Area if the Association acquires any rights therein:

(a) In order to preserve the natural appearance of the property owned by the LID, no fences or other improvements shall be constructed or placed on the common boundary between any Lake Lot and the LID's Property unless otherwise approved by the Residential Review Committee. If fences are permitted on the property line of the Lake Lots adjacent to the LID's Property, 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) Slope paving, bulkheading, piers, boat docks and other man-made alterations to the shoreline of the Lake are prohibited; provided, however, the Residential Review Committee may grant a variance to this restriction;

(c) If the installation or placement of any improvements within the Maintenance Area (including, without limitation, fences, outdoor furniture and children's play equipment) is permitted under the easement granted by the LID or the agreement between the LID and the Association, any such improvements and any alteration of the natural condition of the Maintenance Area 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) Chemicals, fertilizers and pesticides may not be used by an Owner or Occupant within the Maintenance Area;

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

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

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

(i) The use of the Lake and/or Maintenance Area by the Owners of Lots in the Forest Isle at Bees Creek Neighborhood 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 such Exclusive Common Area; and

(j) 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, on the Maintenance Area or any portion of a Lake Lot which is visible from any Street or other Lot.

3. Release from Liability. The Association and the LID shall not be responsible for any loss, damage or injury occurring in or around the Lake or the Maintenance Area 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, the LID and their respective heirs, legal representatives, agents, employees, officers, directors, shareholders, and partners 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 or the Maintenance Area.

4. Wetlands Areas. One or more of the Lots in the Bees Creek 2 Property may contain areas that have been determined to be wetlands by the U.S. Army Corps of Engineers (the "Corps"). To the extent these areas are subject to the jurisdiction of the Corps, or other state or federal agencies, they must remain in their natural condition and may on occasion have standing water. Changes to these wetlands may require prior regulatory notice to or approval by the Corps.

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 Bees Creek 2 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 Bees Creek 2 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 Bees Creek 2 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 Bees Creek 2 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 Bees Creek 2 Property and

recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by Sienna North 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 Declaration 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 Bees Creek 2 Property are being developed and marketed ("Development Period"), Sienna North, with the right of assignment, shall have and hereby reserves the right to reasonable use of the private Streets in the Bees Creek 2 Property in connection with the construction of residences and the marketing of homes.

IN WITNESS WHEREOF this Correction Supplemental Declaration of Covenants, Conditions and Restrictions is executed effective as of the 3rd day of March, 2006 for the purposes of correcting the Supplemental Declaration of Covenants, Conditions and Restrictions filed under Clerk's File No. 2006024438 by completing certain blanks contained in such document.

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: Michael J. Smith
Michael J. Smith
Its: Vice President

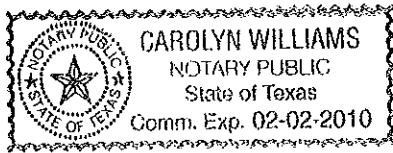
SIENNA/JOHNSON NORTH, L.P.,
a Texas limited partnership

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

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

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

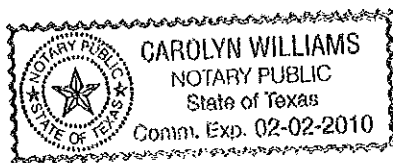
This instrument was acknowledged before me on the 23rd, of August, 2007 by Michael J. Smith, Vice President of Sienna/Johnson Development, L.L.C., a Texas limited liability company which is the sole general partner of SIENNA/JOHNSON DEVELOPMENT, L.P., a Texas limited partnership, on behalf of said limited partnership.



Carolyn Williams
Notary Public - State of Texas
Carolyn Williams
02-02-2010

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on 23rd of August, 2007 by Michael J. Smith, Vice President of Sienna/Johnson North, L.L.C., a Texas limited liability company which is the sole general partner of SIENNA/JOHNSON NORTH, L.P., a Texas limited partnership, on behalf of said limited partnership.



Carolyn Williams
Notary Public - State of Texas
Carolyn Williams
2-02-2010

RETURNED AT COUNTER TO:

Ruby Coleman
5770 Sienna Pkwy
Missouri City, TX 77459

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2007 Aug 27 01:31 PM

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DBC \$37.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS