



**SUPPLEMENTAL DECLARATION FOR
VILLAGE OF BEES CREEK, SECTION TWENTY EIGHT
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Supplemental Declaration for Village of Bees Creek, Section Twenty Eight (Sienna Plantation Residential Association, Inc.), (the "Supplemental Declaration") is made on the date hereinafter set forth by, Sienna/Johnson North, L.P., a Texas limited partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.), which 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, the Declarant is the owner of certain real property as shown on the plat thereof, referred to as the Village of Bees Creek Section Twenty Eight, which plat is recorded under Fort Bend County Clerk's File No. 20130157, (the "Plat") filed of record in the Plat Records of Fort Bend County, Texas (hereinafter "Section Twenty Eight") and;

WHEREAS, Declarant filed that certain Declaration of Annexation of Village of Bees Creek Section Twenty Eight which is filed of record under Clerk's File No. 2013082595 in the Official Public Records of Real Property of Fort Bend County (the "SPPOA Declaration of Annexation"); and

WHEREAS, Declarant filed that certain Declaration of Annexation of Village of Bees Creek Section Twenty Eight which is filed of record under Clerk's File No. 2013082594 in the Official Public Records of Real Property of Fort Bend County (the "SPRAI Declaration of Annexation"); and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, the Village Bees Creek Section Twenty Eight, 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, the Declarant hereby subjects Section Twenty Eight to this Supplemental Declaration, and Section Twenty

Eight 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. Section Twenty Eight 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. Section Twenty Eight shall additionally be subject to the jurisdiction of the Association.

ARTICLE 1. RESTRICTED RESERVES

Owners of Lots within Section Twenty Eight are advised that there exist Restricted Reserves as shown on the Plat, hereinafter collectively referred to as the "Restricted Reserves". Owners of Lots within Section Twenty Eight 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 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.

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 Bees Creek, Section Twenty Eight is hereby designated as a Neighborhood having the name of "Sorrento at the Village of Bees Creek". 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 Section Twenty Eight to cover the Association Expenses that benefit only the Lots in Section Twenty Eight, such as by way of illustration and not limitation, maintenance of private Streets and the controlled access device. The Owners of Lots in Section Twenty Eight may be assessed and are liable 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. Private Streets. All or a portion of the Streets in Section Twenty Eight 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 Section Twenty Eight shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in Section Twenty Eight. The Board shall have the right to adopt Rules and Regulations concerning parking on the private Streets in Section Twenty Eight, as well as the right to designate no parking zones denoted with signage or paint on the private Streets. Declarant hereby reserves for itself, its successors and assigns, the right to grant additional ingress and egress easements over the private Streets within Section Twenty Eight without the joinder of any Owners or any other parties.

2. 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 Section Twenty Eight, 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 Streets within Section Twenty Eight. This easement is for the benefit of and appurtenant to each Lot in Section Twenty Eight and shall run with the land. Each Owner of a Lot in Section Twenty Eight 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 controlled access system which requires a condition of entry such as identification cards, passes, keys, or similar devices as may be established from time to time by the Board. 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 Streets.

Notwithstanding anything contained herein to the contrary, the cost incurred by the Association in maintaining, repairing and/or reconstructing the controlled access system and the private street platted as Sorrento Way Drive shall be a Neighborhood Expense payable with the Neighborhood Assessments levied on the Lots in the Sorrento at the Village of Bees Creek Neighborhood.

3. 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 easement upon, over, under, and across the private Streets within Section Twenty Eight 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, (ii) 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 Section Twenty Eight (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 Section Twenty Eight for the purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

4. Easement for the 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 and any Lot in Section Twenty Eight in the performance of their respective duties pursuant to the Restated Declaration and this Supplemental Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon notice to the Owner or Occupant of the residence directly affected thereby.

ARTICLE IV. RESTRICTIONS

1. Minimum Square Footage. The Declarant hereby reserves the unilateral right to develop the Subdivision and/or any additional property which may be subjected to the Restated Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain less square footage in other portions of the Subdivision than the minimum square footage required in Section Twenty Eight.

2. Building Setbacks. No Dwelling or other structure shall be erected nearer to any street or property line than as established in the Guidelines or the Plat. In the event there is a conflict between the Guidelines, any other documents imposed upon Section Twenty Eight that contains a setback requirement, and the Plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall a rear setback on any Lot be less than the width of any easement existing along the rear Lot line of such Lot. Any setback established by the Plat shall control, if said setback is more restrictive than the setback established in this Supplemental Declaration. All Dwellings shall be oriented to the front of the Lot. As provided on the Plat, no Dwelling shall be built within five (5) feet of a side Lot line, and a minimum distance of ten (10) feet shall be maintained between Dwellings.

V. 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 Section Twenty Eight, 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 Section Twenty Eight. 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 Section Twenty Eight (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 Section Twenty Eight 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 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 Restated Declaration, the provisions of this Supplemental 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 Section Twenty Eight 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 Streets within Section Twenty Eight 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.

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IN WITNESS WHEREOF, this Supplemental Declaration for Village of Beas Creek, Section Twenty Eight (Sienna Plantation Residential Association, Inc.) is executed as of the 19 day of August, 2013.

DECLARANT:

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

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

By: Alvin San Miguel
Alvin San Miguel, Vice President

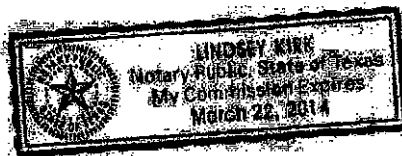
STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Alvin San Miguel, the Vice President of SIENNA/JOHNSON DEVELOPMENT GP, L.L.C., the general partner of SIENNA/JOHNSON DEVELOPMENT, L.P. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 19 day of August, 2013.

Lindsay Kirk
Notary Public - State of Texas

After Recording, Return To:
Stephanie Orade
Roberts Mankel Womberg PC
2800 Post Oak Blvd., 5th Floor
Houston, TX 77056



LIENHOLDER CONSENT AND SUBORDINATION

Moody National Bank, a financial institution, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of Village of Bees Creek, Section Twenty Eight, 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 August 20, 2013

Moody National Bank

By: _____
Print Name: Dick Sadka
Print Title: SVP

STATE OF Texas
COUNTY OF Fort Bend

This instrument was acknowledged before me on the 20th day of August, 2013 by Dick Sadka the SVP of Moody National Bank on behalf of said entity.

Jennifer Galvez
Notary Public - State of Texas

