

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SIENNA ACREAGE ESTATES, PHASE ONE (1)**

THE WOODS AT SIENNA NEIGHBORHOOD

This Supplemental Declaration of Covenants, Conditions and Restrictions (this "Supplemental Declaration") is made as of the date hereinafter stated by 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 as of June 2, 1997 which is filed under Clerk's File No. 9734406 and recorded in the Official Records of Fort Bend County, Texas (the "Official Records"), as amended in accordance with the provisions thereof (the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, a Texas non-profit corporation has been formed named the Sienna Plantation Residential Association, Inc. (hereinafter referred to as the "Association"), the purposes of which are to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land encumbered by the Declaration and any additional land which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, Sienna/Johnson Development, L.P., a Texas limited partnership ("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, in accordance with the provisions of Section 1 of Article VIII of the Declaration, by that certain Declaration of Annexation executed by Sienna Development and Sienna North and filed and recorded in the Official Records, Sienna Development and Sienna North subjected the tract of land which has been subdivided and platted as Sienna Acreage Estates Phase One (1), a subdivision according to the plat thereof recorded under Slide Nos. 2356/B, 2357/A and 2357/B of the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "The Woods at Sienna Property") to the provisions of the Declaration and added such property to the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Sienna Development and Sienna North wish to subject The Woods at Sienna 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 (as the owner of The Woods at Sienna Property), hereby declare that The Woods at Sienna 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 run with the land and be binding on all parties having any right, title or interest in The Woods at Sienna Property or any part thereof, their heirs, successors and assigns, and 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. 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 Woods at Sienna Property is hereby designated as a Neighborhood having the name "The Woods at Sienna". Sienna Development reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2. Neighborhood Assessment. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. The Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment 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.

ARTICLE III
EASEMENTS

1. Reservation of Right to Grant Easements. Sienna North expressly reserves the right to hereafter grant easements over, under and across any Lot in The Woods at Sienna Property for the installation and maintenance of utility and drainage facilities; provided, however, any easement created by the Sienna North pursuant to this provision shall not materially adversely affect the use and enjoyment of any Single Family Residence or the value of any Single Family Residence. Sienna North further reserves unto itself, its agents, employees, servants, successors and assigns, the temporary right of ingress and egress, on, over, in, and across The Woods at Sienna Property in order to complete the development of such property and the construction of Single Family Residences. The rights reserved by Sienna North in this paragraph shall be used in such a manner as not to unreasonably interfere with the use and enjoyment of any Single Family Residence in The Woods at Sienna Property and such rights shall terminate upon the sale and conveyance by Sienna North, or its successors and assigns, of all of the Lots within The Woods at Sienna Property.

ARTICLE IV
RESTRICTIONS

1. Sanitary Sewer Systems. Each Owner of a Lot in The Woods at Sienna Property shall construct and install in accordance with Fort Bend County Health Department requirements, at his or her expense, an on-site aerobic sewage plant to serve the Single Family Residence on his or her Lot. The Board may, at its option, provide periodic servicing of such systems within The Woods at Sienna Neighborhood and levy a Neighborhood Assessment to pay the costs of providing such service. If the Board elects not to provide such service, it may require that each Lot Owner employ an individual or company approved by the Board to service the system on his or her Lot.

2. Private Water Wells. Sienna North has entered into or will hereafter enter into an agreement with a utility district to operate a public water distribution system which will be constructed to provide potable water to the Lots in The Woods at Sienna Property. No Owner of a Lot which is served by such utility district shall construct a private water well on his or her Lot; provided, however, this restriction shall not apply to a well used for irrigation purposes or to heat transfer pumps for HVAC systems.

3. Lot Maintenance. The obligation of an Owner to maintain his or her Lot set forth in Section 24 of Article VII of the Declaration includes the following:

- (i) the obligation to maintain the area which is within the right-of-way of the adjacent Street or Streets and between the curb or edge of the pavement and the Lot boundary line;

(ii) the obligation to repair any damage to the portion of the driveway within the Street right-of-way which is caused by work on the Street;

(iii) the obligation to tractor mow all mowable portions of the Lot at least one (1) time per month during the months of March through November of each year prior to construction of a Single Family Residence; and

(iv) On Lots where underbrush below trees is removed, the obligation to continue removal of growth to prevent such areas from becoming overgrown.

4. Animals and Pets. No animals, livestock (including horses), or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of three (3) dogs, cats or other usual and common household pets (excluding in such maximum number, fish and birds) after the occupancy of the Single Family Residence on such Lot. No animals or any type may be kept on a Lot prior to the occupancy of the Single Family Residence on such Lot. Notwithstanding the foregoing, animals which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants within the Properties may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Single Family Residence be on a leash or otherwise confined in a manner acceptable to the Board such as an underground electronic wireless fence. Without prejudice to the Board's right to remove any such household pet, the owner of a pet that has caused damage to property shall be responsible for compensating the owner of the damaged property, but the Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

5. Vehicles and Parking. The term "vehicles", as used herein, shall refer to all vehicles including, without limitation, automobiles, trucks, motor homes, recreational vehicles, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans, including such vehicles with the motor removed. No vehicle may be parked or left upon any Lot in the Properties, except in a garage or other area designated by the Board, and in driveways for such temporary periods as may be specified by the Board from time to time. The storage of vehicles on Streets or within road rights-of-way is specifically prohibited. Any vehicle parked or left not in accordance with this section shall be considered a nuisance. No vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board. Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of the Lot and therefore are not permitted to be stored on a Lot for any period of time. A recreational vehicle with not more than two (2) axles may be parked in front of or on the Lot for up to forty-eight (48) hours for loading, and unloading only. Parking of any vehicle other than in a driveway or within an enclosed garage or approved outbuilding or other paved area provided for parking is expressly prohibited.

6. Lake Lots. Certain Lots within The Woods at Sienna Property are 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 Woods at Sienna Property which is adjacent to the LID's Property being referred to herein as a "Lake Lot"). The LID's Property contains one or more lakes (a "Lake") and the portion of the LID's Property which is between the Lake and the adjacent Lake Lot is used for maintenance purposes by the LID (such portion of the LID's Property being referred to herein as the "Maintenance Area"). It is anticipated that the Association will hereafter obtain an easement from the LID or enter into an agreement with the LID whereby the Association acquires the right to use a Lake and/or the Maintenance Area for recreational purposes. The following specific restrictions shall apply to all Lake Lots and to each Lake and the associated 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) The installation or placement of any improvements within the Maintenance Area (including, without limitation, fences, outdoor furniture and children's play equipment) or 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 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 a Lake;

(i) The use of a Lake and/or Maintenance Area by the Owners of Lots in the The Woods at Sienna 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.

The Association and the LID shall not be responsible for any loss, damage or injury occurring in or around a 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 a Lake or a Maintenance Area.

7. Excavation and Tree Removal. The excavation of dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the construction of improvements and landscaping on such Lot in accordance with plans approved by the Residential Review Committee. Except as may be necessary to provide room for construction of improvements in accordance with approved plans, no tree other than a dead or unsightly tree which has a caliper of four (4) inches or more at a point three (3) feet above the ground may be removed from a Lot unless otherwise specifically approved by the Residential Review Committee.

8. Screening and Storage. Prior to the construction and completion of an approved garage or outbuilding for the purpose of storing tractors and other lot

maintenance equipment, adequate screening must be provided to shield any such equipment kept on a Lot from public view. All storage shall be limited to the rear two-thirds (2/3) of the Lot, and under no circumstances shall any materials or equipment be stored between the property lines of a Lot and the applicable building setback from any Street. No play equipment, picnic tables, BBQ equipment or similar items shall be permitted to be brought onto or stored on a Lot until the Single Family Residence thereupon has been completed and occupied.

9. Street Tree Guidelines. The planting of new street trees is not allowed.

10. Fences and Walls.

(a) All fences and walls must be approved in writing by the Residential Review Committee.

(b) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of The Woods at Sienna in particular, the Owners of the following Lots shall install and maintain an eight (8) foot tall upgraded wooden fence in the style specified by the Residential Review Committee along the property lines adjacent to the Gulf Coast Water Authority Canal:

Lots 3, 4 and 9 through 13 in Block 1; and
Lots 1 through 6 in Block 2.

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 Woods at Sienna 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 Woods at Sienna 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 Sienna North that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to The Woods at Sienna Property. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Sienna North that the specific restrictions that are imposed on The Woods at Sienna 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 Woods at

Sienna Property and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by the 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.

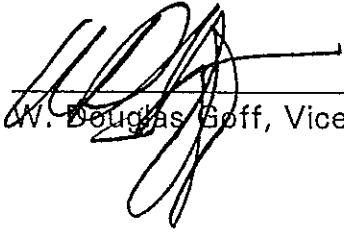
4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

5. Conflict. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 24th day of July, 2002.

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

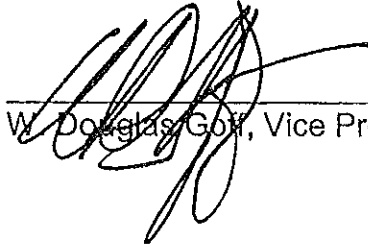
By: Sienna/Johnson Development GP,
L.L.C.,
a Texas limited liability company,
general partner

By: 
W. Douglas Goff, Vice President

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:



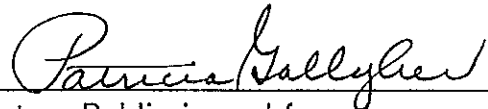
W. Douglas Goff, Vice President

THE STATE OF TEXAS §

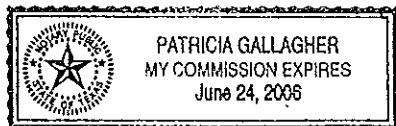
COUNTY OF FORT BEND §

This instrument was acknowledged before me on July 24th, 2002 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 in and for
the State of Texas



Name printed or typed
My commission expires:

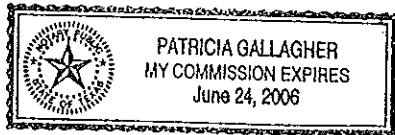
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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(SEAL)

Patricia Gallagher
Notary Public in and for
the State of Texas



Name printed or typed
My commission expires:

After Recording, Return To:
Coats, Rose, Yale, Ryman & Lee
A Professional Corporation
Attorneys at Law
800 First City Tower
1001 Fannin
Houston, Texas 77002-6707

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

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