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AUG 25 2000

STATE OF TEXAS

COUNTY OF FORT BEND

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND

RESTRICTIONS FOR SIENNA PLANTATION, STEEP BANK VILLAGE, SECTION EIGHT

THIS SUPPLEMENTAL DECLARATION is made this 14<sup>th</sup> day of August, 2000, by SIENNA/JOHNSON DEVELOPMENT, L.P. a Texas limited partnership which is the successor in interest to SIENNA/JOHNSON DEVELOPMENT GP., L.L.C., a Texas limited liability company formerly known as AFG JOHNSON DEVELOPMENT, L.L.C. (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation which is recorded under File Number 9734406 in the County Clerk Official Records of Fort Bend County, Texas ("Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article VIII, Section 1, of the Declaration, the Declarant may submit certain additional property described on Exhibit "A" of the Declaration to the terms of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration and to impose covenants, conditions, and restrictions on the Additional Property in addition to those contained in the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Sienna Plantation Residential Association, Inc. (the "Association") in accordance with the terms of the Declaration.

ARTICLE I  
Definitions

Section 1. The definitions provided in Article I of the Declaration shall apply to and be a part of this Supplemental Declaration.

Section 2. "Neighborhood Assessments" shall mean assessments levied by the Board of Directors for payment of Neighborhood Expenses.

Section 3. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owners of a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized hereby.

ARTICLE II  
Neighborhood

The Additional Property submitted to the Declaration shall constitute a "Neighborhood" under the Declaration. The name of the Neighborhood shall be Steep Bank Village Section 8, also referred to as The Gardens.

ARTICLE III  
Amendment

Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration. After such termination, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage, loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns

property described in Exhibit "A" in the regular course of its business, Declarant may amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended at any time by an instrument signed by the Owners of more than fifty percent (50%) of the Lots subject to this Declaration and, as long as the Class "B" Membership exists, the Declarant; provided, however, no amendment may revoke, remove, or modify any right or privilege of Declarant without the written consent of Declarant.

Any amendment to this Supplemental Declaration must be recorded in the real property records of Fort Bend County, Texas.

#### ARTICLE IV

##### Architectural Approval of Improvements on Units

The Architectural Committees, as established by the Declaration, have adopted or will adopt Design Guidelines (as defined in the Declaration) for the Units within the Additional Property as provided therein. Such Design Guidelines specifically address the quality and type of construction materials which may be utilized in the Additional Property not applicable to or more stringent than the guidelines applicable to other property within the jurisdiction of the Association. All improvements constructed within the Additional Property are subject to said Design Guidelines as same may be revised by such Architectural Committees.

The construction of any exterior improvements, both temporary and permanent, shall not begin until construction plans and specifications have been submitted to and approved by either the New Construction Committee or the Modifications Committee, as applicable as required by Article VI of the Declaration.

#### ARTICLE V

##### Yard Maintenance and Landscape

Declarant and/or the Association, its successors and assigns, reserves the right to establish appearance and maintenance standards for the lawn and landscaped areas of all property within the Neighborhood referred to in Exhibit "A". Such authority extends to the right of Declarant, the Association, its successors and assigns, to require all property owners within the Neighborhood to contract with a lawn maintenance company selected by the Declarant, the Association, its successors and assigns, at a cost to be paid by each property owner, individually and directly, to said contracting lawn service and allows the Declarant, the Association, its successors and

assigns, to establish the frequency schedule for maintaining the lawn and landscaped areas.

#### ARTICLE VI

Section 1. Property Improvement Restrictions. Notwithstanding anything contained in this Declaration to the contrary, no item of any type or character, including but not limited to, vegetable or herb gardens, rock gardens, additional landscaping, hammocks, swings, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pool, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls, or any other structure or improvement or thing which, in the sole discretion of the Board, or their designee, tends to detract from the appearance of Steep Bank Village Section Eight, shall be permitted on any Property without the prior written consent of the Residential Review Committee or its designee.

#### ARTICLE VII Easements

Section 1. Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Additional Property, including the Units, for the purpose of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and upon entry upon any Unit for such purpose shall not be deemed a trespass.

Section 2. Access Easements. The Additional Property shall be subject to a three (3) foot access easement for the purpose of maintenance; said easement to be located on and adjacent to the side building lines of each Lot.

Drainage of the Lots shall be permitted to flow into the Access Easement.

Section 3. Additional Easements. The Additional Property shall be subject to all easements set forth in Declaration, and all easements shown on the recorded plats relating to the Properties.

#### ARTICLE VIII Building Line Setbacks

Section 1. Building Line Setbacks. Residential structures on corner lots shall be permitted to be set two (2) feet inside or outside of the ten (10) foot side building line

ARTICLE IX  
Enforcement

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X  
General

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of not less than a majority of the Units in the Additional Property has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, agreeing to modify this Supplemental Declaration or to terminate it, in which case this Supplemental Declaration shall be modified or terminated as specified therein.

Section 2. Severability. Invalidation of any one of these covenants by judgement 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.

Section 3. 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.

Section 4. Titles. The titles of the Articles and Sections contained in the Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed as of the 14<sup>th</sup> day of August, 2000.

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

By: SIENNA/JOHNSON DEVELOPMENT GP.,  
L.L.C. f/k/a AFG JOHNSON  
DEVELOPMENT, L.L.C., a Texas  
limited liability company,  
general partner

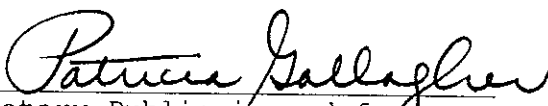
By:   
W. Douglas Goff, Vice President

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2000, by W. Douglas Goff, Vice President of SIENNA/JOHNSON DEVELOPMENT GP, L.L.C., a Texas limited liability company, which is the general partner of SIENNA/JOHNSON DEVELOPMENT L.P., a Texas limited partnership, on behalf of said partnership.



  
Notary Public in and for  
the State of Texas

After recording, return to:  
Sienna Planation  
3777 Sienna Parkway  
Missouri City, Texas 77459

EXHIBIT "A"

EXHIBIT "A"

Additional Property

All of the property located in Sienna Plantation, Steep Bank Village Section Eight, a subdivision of land located in Fort Bend County, Texas, as shown on the map pr plat thereof recorded under Slide No. 1936A of the Map Recoords of Fort Bend County, Texas.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

08-15-2000 09:03 AM 2000069222

DM \$21.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS