



SUPPLEMENTAL AMENDMENT  
FOR THE  
SIENNA VILLAGE OF WATERS LAKE, SECTION TWENTY-FIVE B  
  
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)

After recording return to:

Marc D. Markel/Richa Himani  
Roberts Markel P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

Copyright © 2006 by Roberts Markel all rights reserved.

**SUPPLEMENTAL AMENDMENT  
FOR THE  
SIENNA VILLAGE OF WATERS LAKE, SECTION TWENTY-FIVE B  
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

THIS SUPPLEMENTAL AMENDMENT FOR THE SIENNA VILLAGE OF WATERS LAKE, SECTION TWENTY-FIVE B (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.), (the "Supplemental Amendment") is made on the date hereinafter set forth by, Sienna/Johnson Development, L.P., a Texas limited partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Sienna/Johnson Development GP, L.L.C. ("SJD"), formerly known as AFG Johnson Development, L.L.C., the predecessor in interest to DECLARANT, EXECUTED THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.), which is filed of record under Clerk's File Number 9734406 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Original Declaration"); and

WHEREAS, SJD filed that certain FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA PLANTATION, which is filed of record under Clerk's File Number 2000009474 in the Official Public Records of Real Property of Fort Bend County, Texas (the "First Amendment"); and

WHEREAS, SJD filed that certain AMENDED AND RESTATED FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA PLANTATION, which is filed of record under Clerk's File Number 2000019691 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Amended and Restated First Amendment"); and

WHEREAS, SJD filed that certain SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENNA PLANTATION, which is filed of record under Clerk's File Number 2000053209 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Second Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, the Amended and Restated First Amendment, and the Second Amendment are hereinafter, collectively referred to as the "Declaration"; and

WHEREAS, Declarant filed that certain DECLARATION OF ANNEXATION (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.) SIENNA VILLAGE OF WATERS LAKES, SECTION TWENTY-FIVE B, which is filed of record under Clerk's File No. 2006055464 in the Official Public Records of Real Property of Fort Bend County (the "Declaration of Annexation"); and

WHEREAS, pursuant to the Declaration of Annexation, Sienna Village of Water Lakes, Section Twenty-Five B, more particularly described on the map or plat thereof, which is recorded under Clerk's File Number 20060119 in the Map Records of Fort Bend County, Texas ("Sienna Village") was annexed into the jurisdiction of the Association and encumbered by the provisions of the Declaration; and

WHEREAS, reference is hereby made to the Declaration and the Declaration of Annexation for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, pursuant to Article X, Section 5 of the Original Declaration, the Declarant, reserved the unilateral right to amend the Declaration, without the joinder or consent of any Owners for any purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto; and

WHEREAS, Declarant is the sole owner of the property located within Sienna Village; and

WHEREAS, this Supplemental Amendment is executed by the Declarant to provide certain notices regarding property adjacent to and/or in close vicinity to Sienna Village.

NOW THEREFORE, pursuant to the powers retained by Declarant under Article X, Section 5 of the Declaration, the Declarant hereby subjects Sienna Village to the following:

Owners within Sienna Village are advised that, adjacent to the northern and western perimeter of Sienna Village, outside the platted area, there exists a tract of land (the "Land"), currently owned and operated by Sienna Stables Land, Ltd. The Land is presently intended to be used as an equestrian center for the boarding and training of horses and related activities. The Land is not currently subject to the jurisdiction of the Association. Owners hereby agree to hold harmless the Declarant and the Association, their directors, officers, managers, agents, employees and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Land and any animals thereon and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the owner/operator of the Land, the Declarant and the Association for any incidental noise, odors, visibility of and/or from the Land, and/or other nuisance (including, existence of flies or other pests) or traffic which may occur due to the existence of the Land or the animals upon the Land. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant (its partners, directors, officers, managers, agents, or employees) 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 any future change in use of the Land.

Owners within Sienna Village are advised that, in close vicinity to the westerly perimeter of Sienna Village, outside the platted area of Sienna Village, there exists the Sienna Plantation Sports Complex (the "Sports Complex"). Owners hereby agree to hold harmless the Declarant and the Association, their directors, officers, managers, agents, employees and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Sports Complex, including and any spillover lighting emitted from the Sports Complex, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the owner/operator of the Sports Complex, the Declarant and the Association for any incidental

noise, odors, visibility, lighting of and/or from the Sports Complex and/or traffic which may occur due to the existence of the Sports Complex. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant (its partners, directors, officers, managers, agents, or employees) 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 any future change in use of the Sports Complex.

Owners of Lots within Sienna Village are advised that in close vicinity to the southern perimeter of Sienna Village, there exists a two hundred (200) foot drainage easement (the "Drainage Easement"), outside the platted area, as shown on the recorded plat of Sienna Village. Owners hereby agree to hold harmless the Declarant and the Association, their directors, officers, managers, agents, employees and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Drainage Easement 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, odors, visibility of the Drainage Easement and/or traffic which may occur due to the existence of the Drainage Easement. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant (its partners, directors, officers, managers, agents, or employees) 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 water level variances and/or any future change in use of the Drainage Easement.

Owners of Lots 14 and 15, Block 1, within Sienna Village are advised that between Lots 14 and 15, Block 1, there exists Reserve D (the "Reserve"), which reserve is restricted to drainage purposes as shown on the recorded plat for Sienna Village. Owners hereby agree to hold harmless the Declarant and the Association, their directors, officers, managers, agents, employees and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Reserve 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, odors, visibility of the Reserve and/or traffic which may occur due to the existence of the Reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant (its partners, directors, officers, managers, agents, or employees) 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 water level variances and/or any future change in use of the Reserve.

In case of conflict between this Supplemental Amendment, the Declaration of Annexation and the Declaration, this Supplemental Amendment shall control. All other definitions and restriction shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Supplemental Amendment shall in no wise affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment for the Sienna Village of Waters Lake, Section Twenty-Five B (Sienna Plantation Residential Association, Inc.) is executed as of the 24<sup>th</sup> day of May, 2006.

**DECLARANT:**

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

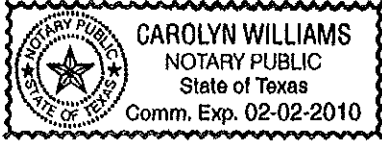
By: Sienna/Johnson Development GP, L.L.C., a Texas limited liability company, its general partner

By: Michael J. Smith  
Print Name: MICHAEL J SMITH  
Print Title: VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF Hill §

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Smith 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 the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24<sup>th</sup> day of May, 2005.



*Carolyn Williams*  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
Carolyn Williams  
Commission Expires: 02-02-2010

R:\REA\HOA\Sienna Plantation \Res Assoc\Sienna Village-AmendRestSupp.doc

RECORDED AT COUNTER TO:  
Martella Arroyo  
2800 Post Oak Street  
Houston TX 77056

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dr. Dianne Wilson*

2006 May 25 10:40 AM

2006061045

VG1 \$29.00

Dianne Wilson, Ph.D. COUNTY CLERK  
FT BEND COUNTY TEXAS