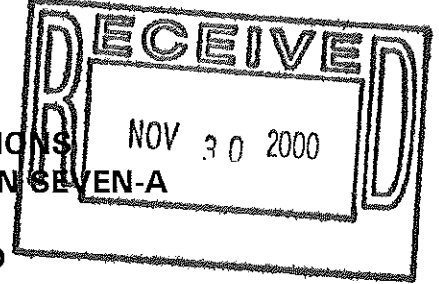


**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SIENNA VILLAGE OF WATERS LAKE, SECTION SEVEN-A**



COMMANDERS POINT NEIGHBORHOOD

This 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 ("Declarant").

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, Declarant 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 filed for record on October 12, 1999 under Clerk's File No. 1999089736 and recorded in the Official Records, Declarant subjected the tract of land which has been subdivided and platted as Sienna Village of Waters Lake, Section Seven-A according to the plat thereof recorded under Slide No. 1903/B of the Plat Records of Fort Bend County, Texas (hereinafter referred

to as the "Waters Lake 7-A 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, Declarant wishes to subject the Waters Lake 7-A Property to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration; and

WHEREAS, certain Lots within the Waters Lake 7-A Property are owned by other individuals or entities and each of such other owners has executed a Builder's Consent to Supplemental Declaration or Owner's Consent To Supplemental Declaration which is attached hereto or which has been or will hereafter be recorded in the Official Records for the purpose of evidencing such owner's consent to the provisions of this Supplemental Declaration and acknowledging that the Lot(s) owned by such other owner is subject to the provisions hereof.

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, Declarant hereby declares that the Waters Lake 7-A 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 Waters Lake 7-A 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. Commanders Point Neighborhood. Section 4 of the Article II of the Declaration gives the Declarant the right to designate a portion of the Properties as a Neighborhood. The Waters Lake 7-A Property is hereby designated as a Neighborhood having the name "Commanders Point". Declarant 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. It is anticipated that the Association's Board of Directors will levy a Neighborhood Assessment for the year 2001.

ARTICLE III EASEMENTS

1. Private Streets. The Streets in the Waters Lake 7-A 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 Streets in the Waters Lake 7-A Property shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in the Commanders Point Neighborhood. Declarant hereby reserves unto itself, its successors and assigns the right to dedicate the Streets in the Waters Lake 7-A Property to the public and/or to grant additional ingress and egress easements thereon without the joinder of any Owners or any other parties.

2. Owner's Easement for Access. Declarant hereby declares, grants and reserves for itself, its successors and assigns and for the benefit of the Owners of the Lots within the Waters Lake 7-A 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 between the Lots and the dedicated public Street(s) adjacent to the Waters Lake 7-A Property. This easement is for the benefit of and appurtenant to each Lot in the Waters Lake 7-A Property and shall run with the land. Each Owner of a Lot in the Waters Lake 7-A 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) 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 Streets within the Waters Lake 7-A 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 Waters Lake 7-A 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 Waters Lake 7-A Property for purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

4. Easements 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 Waters Lake 7-A 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 Waters Lake 7-A Property, exclusive of open porches and garages, shall contain not less than 3,600 square feet.

2. Lake Lots. The Waters Lake Section 7-A 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 Waters Lake Section 7-A 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"). 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 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 Commanders Point Neighborhood. 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) 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 the Lake;

(i) The use of the Lake and/or Maintenance Area by the Owners of Lots in the Commanders Point 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.

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 Waters Lake 7-A 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 Waters Lake 7-A 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 Waters Lake 7-A 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 Waters Lake 7-A 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 Waters Lake 7-A Property and recorded in the Official 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 Amendment 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 Waters Lake 7-A Property are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the private Streets in Waters Lake 7-A Property in connection with the construction of residences and the marketing of homes.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 10th day of Nov, 2000.

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:


CHAD H. JOHNSON

Its:



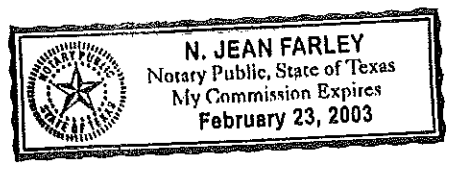
THE STATE OF TEXAS §

COUNTY OF HARRIS §

AS PER ORIGINAL

This instrument was acknowledged before me on Nov 10, 2000 by ~~me~~ Chad H. Johnson, V. Pres. 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)



N. Jean Farley
Notary Public in and for
the State of Texas

N. JEAN FARLEY
Name printed or typed
My commission expires:
02 23 03

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

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Coats Rose Yale Ryman & Lee
1001 Fannin Ste 800
Houston TX 77002-6707

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DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS