

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SIENNA VILLAGE OF WATERS LAKE, SECTION EIGHT (8)**

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 June 2, 1997 (as amended in accordance with the provisions thereof, the "Declaration") which is filed under Clerk's File No. 9734406 and recorded in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records"), and 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 instrument filed under Clerk's File No. 2003066888 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 Eight (8), according to the amended plat thereof recorded under Slide Nos. 2476 A & B of the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Waters Lake 8 Property") to the provisions of the Declaration and annexed such property into 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 8 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, Declarant hereby declares that the Waters Lake 8 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 8 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. Designation of 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 8 Property is hereby designated as a Neighborhood having the name "Vieux Carré at Waters Lake". 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 Waters Lake 8 Neighborhood may be assessed and are liable to pay Neighborhood Assessments 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. Private Streets. All or a portion of the Streets in the Waters Lake 8 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 private Streets in the Waters Lake 8 Property shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in the Waters Lake 8 Neighborhood. The Association's Board of Directors shall have the right to adopt rules concerning parking on the private Streets in the Waters Lake 8 Neighborhood 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 the Waters Lake 8 Property 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 8 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 over the private Streets within the Waters Lake 8 Property. This easement is for the benefit of and appurtenant to each Lot in the Waters Lake 8 Property and shall run with the land. Each Owner of a Lot in the Waters Lake 8 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'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 8 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 8 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 8 Property for purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

4. General 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 8 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.

5. Landscape Easement for Association. Declarant hereby grants to the Association a perpetual non-exclusive easement (the "Landscape Easement") over the front portion of each Lot extending from the front fence or residence to the front line of the Lot (and over the side portion of the Lot on corner Lots from the fence or residence to the side Lot line) and over the rear portion of each Lot extending from the rear fence or residence to the rear line of the Lot for purposes of maintaining the grass and landscaping

within such areas of each Lot. The rights granted herein include the right, but not the obligation, to mow, edge, weed, and fertilize the lawn and landscaping within such areas as well as the right to enter upon such areas as may be necessary for such purposes. No Owner or Occupant of a Lot in the Waters Lake 8 Property shall in any manner impair or impede the Association's maintenance of the front, side or rear yards and landscape beds on a Lot or otherwise adversely affect the objective of maintaining the lawns and landscape beds in a uniform manner.

ARTICLE IV RESTRICTIONS

1. Living Area Requirements. Each Single Family Residence in the Waters Lake 8 Property, exclusive of open porches and garages, shall contain not less than the minimum number of square designated or to be designated for such property by the Residential Review Committee.

2. Storage. No articles, goods, materials, refuse, trash or garbage containers, storage tanks, lawn maintenance items, toys, lawn furniture, or the like, shall be permitted to be stored upon a Lot in such a way that such items are exposed to public view, or exposed to view from adjacent Lots or any alleyways. Additionally, all flowers and plants not planted in the ground shall, at all times, be kept in decorative pots or other suitable containers. Normal patio furniture and potted plants may be kept on the front porch of a Single Family Residence; provided that the type and color of any furniture kept on the front porch must be compatible with the overall exterior design of residences within the Neighborhood and the number of items kept on the front porch must be reasonable. The Residential Review Committee shall have the exclusive authority to determine whether the type and color of any furniture kept on the front porch of a Single Family Residence is compatible with the overall exterior design of residences within the Neighborhood and whether the number of items kept on the front porch of a Single Family Residence is reasonable and its determination shall be final, conclusive and binding.

3. Lot Maintenance. Each Lot and Single Family Residence shall be maintained in a clear, sightly and safe condition at all times. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, mildewed, or damaged in any manner. Each Owner, and not the Association, shall be responsible for adequately watering the lawn and landscaping on his or her Lot and for maintaining such areas unless maintenance is provided by the Association. In the event any landscaping dies or become diseased or decayed, the Owner shall promptly replace, at such Owner's cost, such landscaping with identical replacements. In the event identical replacements are not available, the Owner shall first obtain approval in writing from the Residential Review Committee pursuant to the Declaration prior to planting any replacement landscaping. If after due process of law, the Owner of a Lot in the Waters Lake 8 Property fails or refuses to properly maintain or replace the grass and/or landscaping as directed by the Board of Directors, the Association, its agents and contractors, shall have the authority to go upon the Lot, without liability in trespass, and water the lawn and tress, shrubs and plants and replace any dead or diseased grass, trees, shrubs or plants. The Owner agrees with the purchase of such Lot to pay all charges incurred by the Association to perform such work, plus fifty percent

(50%) of such costs for overhead and supervision, immediately upon receipt of an invoice for such costs. Payment of such costs shall be secured by the lien against such Lot created in the Declaration.

4. Landscape Modifications. Except for replacement of landscaping with identical replacements by an Owner as provided above, any and all modifications to the landscaping upon any Lot must first be approved in writing by the Residential Review Committee pursuant to the Declaration.

5. House Numbers. Each home constructed upon a Lot shall include a posted house number (at a location and in form approved in writing by the Residential Review Committee) containing the address of the Lot. Each Owner shall be responsible for maintaining the posted house number in a clear manner and shall at all times, ensure that such number is clearly visible from the front of the Lot.

6. Utility Components. All utility boxes and service system components must be screened by a fence or wall of appropriate materials or landscaping as approved in writing by the Residential Review Committee such that such items are not to be exposed to public view, or exposed to view from adjacent Lots or any alleyways. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the Residential Review Committee.

7. Location of Improvements – Setbacks. No Single Family Residence, garage or improvement on any Lot in the Waters Lake 8 Property other than fencing and/or landscaping approved by the Residential Review Committee shall be located nearer to the front building line than that shown on the plat of such property. No Single Family Residence, garage or improvement other than approved fencing and/or landscaping on any Lot in the Waters Lake 8 Property shall be located nearer to the rear property line than ten (10) feet. No Single Family Residence, garage or improvement other than approved fencing and/or landscaping on any Lot in the Waters Lake 8 Property shall be located nearer to a side property line than the setback line shown on the plat. Notwithstanding the foregoing, the Residential Review Committee may grant variances from these setbacks, in the manner provided in the Declaration, when, in its sole discretion, a variance is deemed necessary or appropriate.

8. Vehicle Parking. Except as otherwise expressly provided in this paragraph, no Owner, lessee, tenant or Occupant of a Lot, including all persons who reside with such Owner, lessee, tenant or Occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any Street in the Waters Lake 8 Property or from any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this paragraph, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle; the term "pick-up truck" is limited to a three-quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. No Owner, guest or invitee of an

Owner, lessee, tenant or other Occupant of a Lot shall park any vehicle on a Lot or on any Street in the Waters Lake 8 Property that is not a permitted vehicle or pick-up truck for any length of time except a vehicle owned or operated by a guest or invitee that is providing some service to the Owner or occupant of the Lot and then only during the period of time necessary to provide that service. The Association shall have the right to cause any vehicle parked on a Street in violation of this restriction to be towed in the manner provided in the Texas Transportation Code.

No mobile home trailer, recreational vehicle, boat or the like shall be parked, kept or stored on any Street in the Waters Lake 8 Property for any length of time or on the driveway of any Lot for more than twenty-four (24) hours in any fourteen (14) day period unless otherwise allowed by the Board of Directors of the Association due to special circumstances, but then only on the driveway of a Lot and for the duration specified by the Board.

9. Carports. Carports are expressly prohibited on any Lot.

10. Window Treatments and Doors. Reflective glass shall not be permitted on the exterior of any Single Family Residence, garage or other improvement. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Residential Review Committee. Drapes, linings, and all other types of window coverings which are visible from a Street or any neighboring Lot must be white or beige or some other neutral color approved by the Residential Review Committee. A sunscreen may be applied to a window if it is approved in writing by the Residential Review Committee prior to application. Burglar bars are not permitted on the exterior of any windows or doors; burglar bars in the interior of a Single Family Residence must be installed so that they are not visible from a Street, Common Area or neighboring Lot. Screen doors shall not be used on the front or side of any Single Family Residence. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Single Family Residence.

11. General Nuisances. No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of a Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding homes. No noxious, illegal, or offensive activity shall be carried on upon any portion of a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person occupying an adjacent Lot. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any Lot. Not outside burning of wood, leaves, trash, garbage or household refuse shall be permitted upon any Lot. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot, unless required by federal, state or local regulation.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lots. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

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 8 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 8 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 8 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 8 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 8 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.

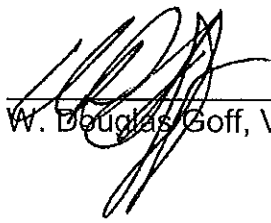
5. Conflict. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

6. Development Period. During the period of time that any Lots or Single Family Residences located with the Waters Lake 8 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 the Waters Lake 8 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 21st day of May, 2003.

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

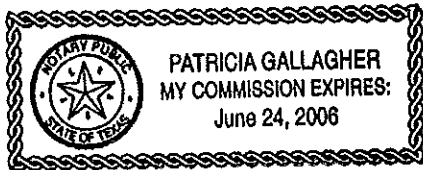
By: Sienna/Johnson Development GP, L.L.C.,
a Texas limited liability company,
general partner

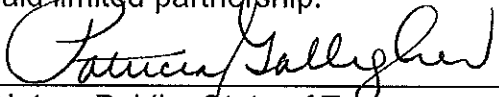
By: 
W. Douglas Goff, Vice President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND§

This instrument was acknowledged before me on May 21st, 2003 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--State of Texas

After recording return to:
Patti Gallagher
Sienna Plantation
3777 Sienna Parkway
Missouri City, TX 77459

Ret.

LJA ENGINEERING + SURVEYING INC
2429 BRIARPARK DR # 600
HOUSTON TX 77042-3703

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

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DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS