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**SIENNA PLANTATION**  
**AMENDED AND RESTATED MASTER COVENANT**  
**(SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.)**

*A Mixed-Use Master Planned Community*  
*Fort Bend County, Texas*

**THIS DOCUMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN SIENNA PLANTATION MASTER COVENANT, RECORDED IN DOCUMENT NO. 2015009259, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AS AMENDED BY THAT CERTAIN SIENNA PLANTATION FIRST AMENDMENT TO THE MASTER COVENANT, RECORDED IN DOCUMENT NO. 2015120556, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.**

**NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.05 BELOW.**

**Declarant: TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company**



**SIENNA PLANTATION**  
**AMENDED AND RESTATED MASTER COVENANT**  
(SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.)

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**SIENNA PLANTATION**  
**AMENDED AND RESTATED MASTER COVENANT**  
(SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.)

This Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.) (the “**Covenant**”) is made by **TOLL-GTIS PROPERTY OWNER, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**RECITALS:**

**A.** Declarant previously executed and recorded that certain Sienna Plantation Master Covenant, recorded as Document No. 2015009259, Official Public Records of Fort Bend County, Texas, as amended by that certain Sienna Plantation First Amendment to the Master Covenant, recorded as Document No. 2015120556, Official Public Records of Fort Bend County, Texas (collectively, the “**Original Covenant**”).

**B.** Pursuant to *Section 10.03* of the Original Covenant, the Declarant acting alone may amend the Original Covenant.

**C.** Declarant is the present owner of certain real property located in Fort Bend County, Texas, as more particularly described on Exhibit “A”, attached hereto (the “**Property**”). Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the “**Declarant**” for all purposes under this Covenant.

**D.** Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the “**Declarant**” for all purposes under this Covenant.

**E.** The Original Covenant encumbers that certain real property located in Fort Bend County, Texas, as more particularly described on Exhibit “B” attached hereto and incorporated herewith (the “**Original Property**”). The Original Property, which was heretofore subjected to the Original Covenant, shall be subject to this Covenant at the time of Recordation, and shall constitute a portion of the Development (as defined below) and be governed by and fully subject to this Covenant, along with any applicable Development Area Declaration (defined below).

**F.** Portions of the Property may be made subject to this Covenant upon the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will

constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

**No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Annexation is Recorded. A Notice of Annexation may only be Recorded by the Declarant.**

<b><u>PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT AREA</u></b>	
<b>“Property”</b>	<b>Described on <u>Exhibit “A”</u>. This is the land that <u>may be made</u> subject to this Covenant, from time to time, by the Recording of one or more Notices of Annexation. Declarant has no obligation to add all or any portion of the Property to this Covenant.</b>
<b>“Development”</b>	<b>This is the portion of the land described on <u>Exhibit “A”</u> that <u>has been made</u> subject to this Covenant through the Recording of a Notice of Annexation.</b>
<b>“Development Area”</b>	<b>This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.</b>

**G.** This Covenant serves notice that upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

**NOW, THEREFORE**, it is hereby declared that: (i) the Development, including but not limited to those portions of the Development which had heretofore been subjected to the Original Covenant and more particularly described in **Exhibit “B”**, attached and incorporated herewith, shall be held, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions, which shall run with the Development and shall be binding upon all parties, their heirs, successors and assigns, having right, title or interest in or to the Development or any part thereof, and shall inure to the benefit of each owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Development becoming subject to this Covenant are hereby incorporated into this Covenant for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iii) each contract or deed conveying any portion of the Development shall conclusively be held to have been executed, delivered and accepted subject to this Covenant and any applicable Development Area Declaration, regardless of whether the same is set out in full or by reference in said contract or deed; and (iv) upon the Recording of this Covenant, the Original Covenant shall be amended, restated and replaced in its entirety by the terms and provisions of this Covenant; and

**IT IS FURTHER DECLARED THAT:** (i) those portions of the Property as and when made subject to this Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Property becoming subject to this Covenant are hereby incorporated into this Covenant for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; and (iii) each contract or deed conveying those portions of the Property that have been made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

## **ARTICLE 1** **DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

**“Applicable Law”** means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development and any other applicable building codes, including the zoning restrictions, permits and ordinances adopted by or agreements entered into with the City (defined below), including the City Construction Standards and that certain Sienna Plantation Joint Development Agreement dated February 19, 1996, all of which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, public laws or ordinances specifically referenced in the Documents are “Applicable Law” on the effective date of the Documents, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**“Assessment”** or **“Assessments”** means all assessments imposed by the Association under *Article 5* of this Covenant.

**“Assessment Unit”** has the meaning set forth in *Section 5.09*.

**“Association”** means Sienna Plantation Community Association, Inc., a Texas nonprofit corporation, its successors, assigns or replacements, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

**“Board”** means the Board of Directors of the Association.

**“Bulk Rate Contract” or “Bulk Rate Contracts”** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

**“Bylaws”** means the Bylaws of the Association as adopted and as amended from time to time.

**“Certificate”** means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**“City”** means the City of Missouri City, Texas, a Texas home rule municipality, which has certain rights of enforcement within the Property in regard to Applicable Law.

**“Commercial Lot”** means a Lot within the Development, other than Common Area or Special Common Area, which is intended and designated for business or commercial use. Business or commercial use shall include, but shall not be limited to, all office, retail, wholesale, manufacturing, and service activities, and may also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot on which a residential condominium will be impressed.

**“Common Area”** means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities (i) held by the Declarant for the benefit of the Association or its Members or (ii) designated by the Declarant as Common Area in accordance with *Section 3.09*. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area



may be designated by the Declarant or the Board for the use and enjoyment of the Owners and members of the public.

**“Community Manual”** means the community manual, which the Declarant initially adopted and Recorded as part of the initial project documentation for the Development. The Community Manual may include the filed Certificate, the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, or terminated by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

**“Condominium Unit”** means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

**“Declarant”** means **TOLL-GTIS PROPERTY OWNER, LLC**, a Texas limited liability company, its successors and permitted assigns. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant’s privileges, exemptions, rights and duties under this Covenant.

**Declarant enjoys certain rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These special rights are described in this Covenant. Declarant may also assign, in whole or in part, all or any of the Declarant’s rights established under the terms and provisions of this Covenant to one or more third-parties.**

**“Design Guidelines”** means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which may be adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. At Declarant’s option, the Sienna Plantation Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

**“Development”** refers to all or any portion of the Property made subject to this Covenant by the Recording of a Notice of Annexation.

**“Development Area”** means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Covenant.

**“Development Area Declaration”** means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

**“Development Period”** means the period of time beginning on the date when this Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

**“Documents”** means, singularly or collectively, as the case may be, this Covenant, the Certificate, Bylaws, the Community Manual (if adopted), the Community Covenant, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Covenant or any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 for a summary of the Documents.

**“Homebuilder”** refers to any Owner (other than Declarant) who is in the business of constructing single-family residences for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

**“Improvement”** means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, play structures, play equipment, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

“**Lot**” means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

“**Majority**” means more than half.

“**Manager**” has the meaning set forth in *Section 3.08(h)*.

“**Members**” means every person or entity that holds membership privileges in the Association.

“**Mortgage**” or “**Mortgages**” means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

“**Mortgagee**” or “**Mortgagees**” means the holder(s) of any Mortgage(s).

“**Neighborhood**” has the meaning set forth in *Section 3.02*.

“**Neighborhood Delegate**” means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots and Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Covenant specifically requires Members or Owners to cast their vote individually: (i) changes to the term of the Covenant as described in *Section 10.01*; (ii) amendments to the Covenant as described in *Section 10.03*; and (iii) initiation of any judicial or administrative proceeding as described in *Section 10.04*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members or Owners are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

“**Notice of Annexation**” means the Recorded notice executed by the Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant in accordance with *Section 9.05* below. A Notice of Annexation may also subject a portion of the Property to a previously Recorded Development Area Declaration.

“**Occupant**” means a resident or an authorized tenant, user or other similar non-Owner of a Lot or Condominium Unit.

“**Owner**” means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership

interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

**“Plat”** means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

**“Property”** means all of that certain real property described on Exhibit “A”, attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

**“Quasi-Governmental Entity”** means (i) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (ii) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code; or (iii) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development.

**“Record, Recording, Recordation and Recorded”** means recorded in the Official Public Records of Fort Bend County, Texas.

**“Representative System of Voting”** means the method of voting which may be established by Declarant pursuant to *Section 3.06* below.

**“Residential Developer”** refers to any Owner who acquires raw land, one or more Lots or any other portion of the Development for the purpose of resale to a Homebuilder.

**“Residential Lot”** means a portion of the Development shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended and designated solely for single-family residential use.

**“Rules”** means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Development, including any amendments to those instruments.

**“Service Area”** means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

**“Service Area Assessments”** means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

**“Service Area Expenses”** means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

**“Sienna Plantation Reviewer”** means Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Sienna Plantation Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

**“Special Common Area”** means any interest in real property or improvements which is designated by Declarant in a Notice of Annexation which is Recorded pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Annexation, Development Area Declaration, or other written notice will identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

**“Special Common Area Assessments”** means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

**“Special Common Area Expenses”** means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

**“Voting Group”** has the meaning set forth in *Section 3.07* below.

<b>TABLE 1: DOCUMENTS</b>	
<b>Covenant</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the Recording of a Notice of Annexation.
<b>Community Covenant</b> (Recorded)	Establishes a fee payable to the Association to use for enhancement purposes within the Development.
<b>Notice of Annexation</b> (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Development Area Declaration.
<b>Development Area Declaration</b> (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
<b>Certificate of Formation</b> (Filed with the Secretary of State and Recorded)	Establishes the Association as a non-profit corporation under Texas law.
<b>Bylaws</b> (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
<b>Community Manual</b> (if adopted, Recorded)	If adopted, includes the filed Certificate, the Bylaws, Rules and other policies governing the Association.
<b>Design Guidelines</b> (if adopted, Recorded)	If adopted, governs the design and architectural standards for the construction of Improvements and modifications thereto. Declarant will have no obligation to establish Design Guidelines for the Development.
<b>Rules</b> (if adopted, Recorded)	Rules adopted by the Board governing the use of property, activities and conduct within the Development.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Written documentation of Board decisions and setting forth the authority to adopt certain Rules and other policies governing the Association.

**ARTICLE 2**  
**GENERAL RESTRICTIONS**

**2.01 General.**

(a) Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Annexation has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF ANNEXATION HAS BEEN RECORDED.**

(b) Compliance with the Documents and Applicable Law. Compliance with the Documents is mandatory. However, compliance with the Documents is not a

substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of the Owner's Lot or Condominium Unit. Furthermore, an approval by the Sienna Plantation Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. Each Owner and Occupant, or other user of any portion of the Development, must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

(c) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the Sienna Plantation Reviewer of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"). Any Preliminary Regulatory Approval granted by the Sienna Plantation Reviewer is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Items until the Owner has submitted to the Sienna Plantation Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Sienna Plantation Reviewer has issued to the Owner a "Notice to Proceed". In the event of a conflict between the Regulatory Submission Items approved by the Sienna Plantation Reviewer and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to the Sienna Plantation Reviewer for approval. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Sienna Plantation Reviewer Approval of Project Names. Each Owner is advised that the name used to identify the Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Sienna Plantation Reviewer.

(e) Development Amenities. A Development Area may include common area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and a Majority of the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require all

or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or a Majority of the Board, as applicable. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or a Majority of the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is approved in advance and in writing by the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period.

**2.02 Incorporation of Development Area Declarations.** Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but will apply only to portions of the Property made subject to the Development Area Declaration upon the Recordation of one or more Notices of Annexation. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

**2.03 Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the “**Conceptual Plans**”) are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.



**The Development is a master planned community which will be developed over a number of years. The plans, land uses, projected Improvements, Assessments, and Documents are subject to change from time to time, without notice or obligation to notify.**

**2.04 Provision of Benefits and Services to Service Areas.**

(a) Declarant Assignment. Declarant, in a Notice of Annexation Recorded pursuant to *Section 9.05* or in any written Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Annexation or any written Recorded notice to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) Owner Petition. In addition to Service Areas which Declarant may designate, during the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least fifty-one percent (51%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

**ARTICLE 3**  
**SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.**

**3.01 Organization.** The Association will be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant.

**3.02 Neighborhoods.** Every Lot and Condominium Unit will be located within a "Neighborhood." A Neighborhood may be comprised of any number of Lots and/or Condominium Units and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Each Notice of Annexation shall initially assign the portion of the Development described therein to a specific Neighborhood which may then exist (being identified and described in a previously Recorded Notice of Annexation) or may be newly created. During the Development Period, Declarant may Record an amendment to any previously Recorded Notice of Annexation to designate or change Neighborhood boundaries. After a Notice of Annexation is Recorded, any and all portions of the Development which are not assigned to a specific Neighborhood will constitute a single Neighborhood.

**3.03 Membership.**

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (ii) the Owner's address, email address, phone number, and driver's license number, if any; (iii) any Mortgagee's name and address; and (iv) the name, phone number, and email address of any Occupant other than the Owner.

(b) **Easement of Enjoyment – Common Area.** Every Member of the Association will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due or for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(v) The right of the Declarant during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Annexation, Development Area Declaration or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(c)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Special Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Annexation, Development Area Declaration or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of the Declarant during the Development Period, and the Board thereafter to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

### 3.04 **Governance.**

(a) **Board of Directors.** The Board will consist of at least three (3) but no more than seven (7) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Covenant to the contrary, until the 10<sup>th</sup> anniversary of the date**

this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10<sup>th</sup> anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of the Members of the Association for the purpose of electing one-third (1/3) of the Board (the "Initial Member Election Meeting"). At such meeting, the Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

(b) Advisory Committees. Subject to the requirements otherwise set forth in *Section 6.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two or more Board members, along with one or more Members, excluding Declarant, to include such alternates, if any, as may be deemed desirable, to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**3.05 Voting Allocation**. The method of voting and the number of votes which may be cast for election of members to the Board (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Residential Lot. Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots, the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote. In the event of the consolidation or replat of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights will continue to be determined according to the number of original Residential Lots contained in such consolidated or replatted Residential Lot [i.e. two (2) Residential Lots consolidated or replatted into one (1) Residential Lot will be allocated two (2) votes]. Notwithstanding the foregoing, during the Development Period, Declarant will determine such votes in its sole and absolute discretion, and such determination will be final, binding and conclusive. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration or the authority of the Sienna Plantation Reviewer.

(b) Commercial Lot or Condominium Unit. Each Owner of a Commercial Lot or Condominium Unit will be allocated the number of votes for such Commercial Lot or Condominium Unit so owned as determined by Declarant during the Development Period, which determination will be set forth in the Notice of Annexation attributable to the Commercial Lot or Condominium Unit(s). During the Development Period, Declarant will determine such votes in its sole and absolute discretion. Declarant's determination regarding the number of votes to which such Owners will be entitled will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative voting allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. During the Development Period, Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time a notice allocating votes thereto was originally Recorded. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, during the Development Period, Declarant will Record an amended Notice of Annexation setting forth the revised allocation of votes attributable to such Commercial Lot or Condominium Unit.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes

(d) Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a Majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will

the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this *Section 3.05*.

**3.06 Representative System of Voting.** The Representative System of Voting shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

(a) Election of Initial Neighborhood Delegate. In the event that the Declarant chooses to establish a Representative System of Voting, the Owners of Lots and Condominium Units within each Neighborhood shall elect a Neighborhood Delegate and an alternate Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in the Neighborhood on matters requiring a vote of the membership, except where this Covenant specifically requires the Owners or Members to cast their votes individually as more particularly described in the definition of "Neighborhood Delegate" in *Article 1* of this Covenant. In the event that a quorum is not met to elect a Neighborhood Delegate and an alternate Neighborhood Delegate by the Owners of Lots and Condominium Units within each Neighborhood, during the Development Period, Declarant shall have the right to appoint a Neighborhood Delegate until the next election is held as provided in *Section 3.06(c)* below. Notwithstanding the foregoing or any provision to the contrary in this Covenant, as provided in *Section 3.04* above, until the tenth (10<sup>th</sup>) anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board.

(b) Election of Successor Neighborhood Delegates. If the Declarant calls for the first election of a Neighborhood Delegate from a Neighborhood, subsequent elections shall, if necessary, be held within thirty (30) days of the same date each year.

(c) Term. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners, or at a meeting of the Owners within each Neighborhood where written, electronic, proxy, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however,

that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months.

(d) Election Results. At any Neighborhood election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected or appointed.

(e) Voting by the Neighborhood Delegate. The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, attends Association meetings and casts all votes allocated to Lots and Condominium Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under this Covenant, including the election of Board members upon the expiration or termination of the Development Period. A Neighborhood Delegate may cast all votes allocated to Lots and Condominium Units in the Neighborhood in such delegate's discretion and may, but need not, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents prior to voting. Neither the Neighborhood Delegate nor the alternative Neighborhood Delegate may cast votes allocated to Lots and Condominium Units not owned by such Neighborhood Delegate in the Neighborhood that he or she represents for the purpose of amending this Covenant.

(f) Qualification. Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity.

(g) Removal. Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Neighborhood that the Neighborhood Delegate represents or by the Declarant, until the expiration or termination of the Development Period. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless also removed.

(h) Subordination to the Board. Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

(i) Running for the Board. An Owner may not simultaneously hold the position of Neighborhood Delegate and be a member of the Board of Directors. In



addition, if Neighborhood Delegates are established, a Neighborhood Delegate running for the Board shall resign their position prior to casting any vote for a member of the Board. In such event, the alternate Neighborhood Delegate shall serve out the rest of the term as the former Neighborhood Delegate, and another alternate Neighborhood Delegate shall be elected by the Owners or Members in the Neighborhood to serve out the term as the successor alternate Neighborhood Delegate.

**3.07 Voting Groups.** Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing members of the Board. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board. Voting Groups may be established by the Declarant during the Development Period without regard to whether the Representative System of Voting has been implemented in accordance with this *Section 3.07* by Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Neighborhood Delegate shall only vote on the slate of candidates assigned to the Neighborhood Delegate. If Voting Groups are established and the Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit shall only vote on the slate of candidates assigned to such Owner's Neighborhood.

(a) **Voting Group Designation.** Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Development Period by Recording a written instrument identifying the Neighborhoods within each Voting Group (the "**Voting Group Designation**"). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

(b) **Amendment of Voting Group Designation.** The Voting Group Designation may be amended unilaterally by the Declarant at any time prior to the expiration of the Development Period. After expiration or termination of the Development Period, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph

(c) **Single Voting Group.** Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

**3.08 Powers.** The Association will have the powers of a Texas non-profit corporation. It will further have the power to do and perform any and all acts that may be necessary or

proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association; provided however, that until the expiration or termination of the Development Period, Declarant may, from time to time and in its sole and absolute discretion, exercise the right to disapprove any new Rules and policies or any amendments or modifications to the Certificate, the Bylaws and any existing Rules and policies

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Self-Help; Right of Entry and Enforcement. To enter upon a Lot or Condominium Unit at any time without notice in an emergency (or in the case of a non-emergency, after not less than seventy-hours (72) hours written notice to Owner), without being liable to any Owner, to exercise "Self-Help," which shall mean the right, but not the obligation, of the Association to enter upon a Lot or Condominium Unit for the purpose of enforcing the Documents or to cause to be performed any of the Owner's landscaping, repair or maintenance obligations arising under the Documents as to any area, Improvement or other facility or removing any item in order to bring a Lot or Condominium Unit into compliance upon the failure of the Owner to do so. The costs and expenses incurred by the Association in connection with the entry upon any Lot or any Condominium Unit and effecting the removal or maintenance and repair work conducted thereon or therein and any additional administrative charge or other fees which may be adopted or assessed by the Board from time to time and charged to the Owner as a result of the Association's exercise of its rights under this *Section 3.08(e)* will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will

be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot or on any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.08(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the “**Manager**”), which may include Declarant or any affiliate of Declarant to manage and operate the Association, including Common Area, Special Common Area, and/or any Service Area,, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt such transfer fees, resale certificate fees or any other fees which are associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the advance written approval of the Board and Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.08(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Fines. As further set forth in *Section 5.14* below, to adopt and assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees.

(p) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon must be approved in advance and in writing by the Declarant during the Development Period

(q) Relationships with Quasi-Governmental Entities and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area or Service Area to Quasi-Governmental Entities or non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Development, Owners, Occupants, the Association and its members. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "IRC"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the IRC may be amended from time to time. The Association may maintain

multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

**3.09 Conveyance of Common Area and Special Common Area to the Association.**

The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Covenant and the Association shall have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Special Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements in the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

The Association has the right, without the obligation, to maintain other property it does not own, including, without limitation, Lots, property dedicated to the public, or property owned or maintained by a sub-association if the Board determines that such maintenance is necessary or desirable to maintain the community wide standard. To the extent permitted by Applicable Law, the Association will not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own.

**3.10 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**3.11 Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

**3.12 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 3.08* hereinabove, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or

Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

**3.13 Community Services and Systems.** Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any individual or entity. Any or all of such services may be provided either: (a) directly through the Association and paid for as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the services. In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to such services. In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and



Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to such services. Further, in the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant or the affiliate of the Declarant may assign any or all of the rights or obligations of the Declarant or the affiliate of the Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems and services will occur from time to time. The Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

**3.14 Protection of Declarant's Interests.** Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or Condominium Units owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by the Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

**3.15 Administration of Common Area, Special Common Area and Service Area.** The administration of the Common Area, Special Common Area and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or Quasi-Governmental Entity having regulatory jurisdiction over the Common Area, Special Common Area or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such area.

**ARTICLE 4**  
**INSURANCE AND RESTORATION**

**4.01 Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

**ARE YOU COVERED?**

**The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.**

**4.02 Restoration Requirements.** In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Sienna Plantation Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to their same exterior condition existing prior to the damage or destruction thereof within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Unless otherwise approved by the Sienna Plantation Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the Improvements damaged or destroyed. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. **EACH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S**

ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**4.03 Restoration - Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## ARTICLE 5 COVENANT FOR ASSESSMENTS

### **5.01 Assessments.**

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.09* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any

portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

**5.02 Maintenance Fund**. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

**5.03 Regular Assessments**. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and giving due consideration to any expected income and any surplus from the prior year's fund; and which (c) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.04 Special Assessments**. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the

functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units

**5.05 Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of assessments levied to pay for expenses associated with a Special Common Area (the "**Special Common Area Assessments**") will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Special Common Area Assessment, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.06 Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of assessments levied to pay for Service Area Expenses each Service Area (the "**Service Area Assessments**") will be allocated either: (a) equally; (b) based on Assessment Units; or (c) based on the benefit received among all Lots and Condominium Units in the benefited Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

**5.07 Individual Assessments.** In addition to any other Assessments, the Board may levy an individual assessment ("**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges,

and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (i) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (j) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

**5.08 Working Capital Assessment.** Each Owner (other than Declarant) will pay a one-time working capital assessment to the Association in such amount, if any, as may be determined by the Board from time to time in its sole and absolute discretion ("**Working Capital Assessment**"). Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots or Condominium Units to which it applies. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. The Working Capital Assessment is a separate amount due and payable to the Association and shall not be applied as a credit against or pre-payment of any other Assessments levied against a Lot or Condominium Unit pursuant to this *Article 5*.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (d) is a Homebuilder; or (e) a Residential Developer will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot or Condominium Unit from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (f) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (g) who acquires the Lot or Condominium Unit for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner,

Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 5.08*. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Annexation, which waiver may be temporary or permanent.

**5.09 Amount of Assessment.**

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally; (ii) based on Assessment Units; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot will constitute one "**Assessment Unit**" unless otherwise provided in *Section 5.09(c)*. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation or replat of two (2) or more Residential Lots for purposes of construction of a single residence thereon, Assessment Units will continue to be determined according to the number of original Residential Lots contained in such consolidated or replatted Residential Lot [i.e. two (2) Residential Lots consolidated or replatted into one (1) Residential Lot will constitute two (2) Assessment Units]. Notwithstanding the foregoing, during the Development Period, Declarant will determine such Assessment Units in its sole and absolute discretion, and such determination will be final, binding and conclusive. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration or the authority of the Sienna Plantation Reviewer. Each Commercial Lot and Condominium Unit will be allocated that number of Assessment Units set forth in the Notice of Annexation attributable to such Commercial Lot or Condominium Unit. During the Development Period, Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding

and conclusive. The Notice of Annexation may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. During the Development Period, Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the notice allocating Assessment Units thereto was originally Recorded. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, during the Development Period, Declarant will Record an amended Notice of Annexation setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Annexation. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(c)* will be final, binding and conclusive.

(d) Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

**5.10 Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may



designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**5.11 Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

**5.12 Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this *Article 5*, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11*, and all costs of collection, including attorney's fees, as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)*, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns.

(a) **Priority and Notice of Assessment Lien.** The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien provided that, in the case of clauses (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by a Board member or officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed

conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder.

(b) Association Rights. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred.

(c) Unpaid Assessments. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale.

(d) Release of Lien, Notice of Unpaid Assessments and Services, and Administrative Transfer Fee. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute an instrument releasing the lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the

Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third (3<sup>rd</sup>) party.

**5.13 Exempt Property.** The following area within the Development will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by a public authority or Quasi-Governmental Entity;
- (b) The Common Area and the Special Common Area; and
- (c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the Recording of a Notice of Annexation in accordance with *Section 9.05* below.

**5.14 Fines and Damages Assessment.**

- (a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy*

contained in the Community Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, the Occupant or their guests, agents, or invitees. The Manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. The fine and/or damage charge shall be considered an Assessment for the purpose of this *Article 5* and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

**5.15 Community Enhancement Fee.** Upon the Recordation of one or more Notices of Annexation pursuant to *Section 9.05* below, portions of the Property shall also be made subject to that certain Sienna Plantation Community Enhancement Covenant (Sienna Plantation Community Association, Inc.) (the "**Community Covenant**") which shall be Recorded by Declarant to authorize the Association to levy, collect and administer the Community Enhancement Fee (as defined in the Community Covenant) for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate. Unless excluded under the terms and conditions of the Community Covenant, the Community Enhancement Fee shall be payable to the Association upon each transfer of a Lot or Condominium Unit, the maximum amount of and the other terms and conditions for which are set forth in the Community Covenant. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association, which Community Enhancement Fee may be levied and secured by the continuing lien on the Lot or Condominium Unit and may be charged and enforced in the same manner as any other Assessment and Assessment lien arising under this *Article 5*.

**ARTICLE 6**  
**SIENNA PLANTATION REVIEWER**

**6.01 Architectural Control By Declarant.** During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Sienna Plantation Reviewer for Improvements is Declarant or its designee. No Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved by the Sienna Plantation Reviewer.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of the Sienna Plantation Reviewer, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural review committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (A) errors in or omissions from the plans and specifications submitted to the Declarant; (B) supervising construction for the Owner's compliance with approved plans and specifications; or (C) the compliance of the Owner's plans and specifications with Applicable Law.

**6.02 Architectural Control by Association.** Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural review committee (the "SPCAI-

ARC”) will assume jurisdiction over architectural control and will have the powers of the Sienna Plantation Reviewer hereunder.

(a) SPCAI-ARC. The SPCAI-ARC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the SPCAI-ARC serve at the pleasure of the Board and may be removed and replaced at the Board’s discretion. At the Board’s option, the Board may act as the SPCAI-ARC, in which case all references in the Documents to the SPCAI-ARC will be construed to mean the Board. Members of the SPCAI-ARC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The SPCAI-ARC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the SPCAI-ARC have no liability for the SPCAI-ARC’s decisions made in good faith, and which are not arbitrary or capricious. The SPCAI-ARC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the SPCAI-ARC; (ii) supervising construction for the Owner’s compliance with approved plans and specifications; or (iii) the compliance of the Owner’s plans and specifications with Applicable Law.

**6.03 Prohibition of Construction, Alteration and Improvement**. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Sienna Plantation Reviewer. The Sienna Plantation Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property or the Development. Unless otherwise provided in the Design Guidelines, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner’s Lot or within such Owner’s Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

**6.04 Architectural Approval**.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Sienna Plantation Reviewer together with any review fee which is imposed by the Sienna Plantation Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications, and the Homebuilder and contractor which the Owner intends to use to construct the

proposed Improvement, have been approved in writing by the Sienna Plantation Reviewer. The Sienna Plantation Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Sienna Plantation Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Sienna Plantation Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Sienna Plantation Reviewer, in its sole discretion, may require. Site plans must be approved by the Sienna Plantation Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Sienna Plantation Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Sienna Plantation Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Sienna Plantation Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

(b) Design Guidelines. The Sienna Plantation Reviewer will have the power, from time to time, to adopt, amend, modify, revoke or supplement the Design Guidelines which may apply to all or any portion of the Development; provided however, that Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the Sienna Plantation Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted pursuant to the terms of this Covenant. Such charges will be held by the Sienna Plantation Reviewer and used to defray the administrative expenses and any other costs incurred by the Sienna Plantation Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Sienna Plantation Reviewer will be distributed to the Association at the end of each calendar year. The Sienna Plantation Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, is assembled and submitted to the Sienna Plantation Reviewer. The Sienna Plantation Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the

construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Sienna Plantation Reviewer as provided herein, and the Sienna Plantation Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Sienna Plantation Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Sienna Plantation Reviewer, in its sole and absolute discretion, such variance is justified, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. All variances must be evidenced in writing and, if Declarant has assigned its rights to the SPCAI-ARC, must be approved by the Declarant until expiration or termination of the Development Period, and a Majority of the Board. The approved variance must be signed by a member of the SPCAI-ARC. Each variance which affects a building set back or easement must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Sienna Plantation Reviewer, Declarant, the Board or the SPCAI-ARC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Sienna Plantation Reviewer of any final plans and specifications, and any variances granted by the Sienna Plantation Reviewer will be valid for a period of twelve (12) months only. If construction in accordance with such plans and specifications or variance is not commenced within such twelve (12) month period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the Sienna Plantation Reviewer, in its sole and absolute discretion, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Sienna Plantation Reviewer, and the Sienna Plantation Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.



(f) No Waiver of Future Approvals. The approval of the Sienna Plantation Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Sienna Plantation Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Sienna Plantation Reviewer.

(g) Non-Liability of the Sienna Plantation Reviewer. **NEITHER THE DECLARANT, THE BOARD, NOR THE SIENNA PLANTATION REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE SIENNA PLANTATION REVIEWER'S DUTIES UNDER THIS COVENANT.**

## **ARTICLE 7**

### **MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

**7.01 Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 **Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 **Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

## **ARTICLE 8 EASEMENTS**

8.01 **Reserved and Existing Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.02 **Common Area or Special Common Area Right of Ingress and Egress.** Declarant, its agents, employees, successors and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

8.03 **Bulk Rate Services; Community Services and Systems Easement.** The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

8.04 **Roadway and Utility Easements.** Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation,

operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant, and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

**8.05 Subdivision Entry and Fencing Easement.** Declarant reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

**8.06 Landscape, Monumentation and Signage Easement.** Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

**8.07 Shared Amenities; Reciprocal Easements.** Adjacent property has been developed for various residential and commercial uses (the "**Other Sienna Plantation Development**") and made subject to separate covenants, conditions and restrictions and governed by separate property owner's and homeowner's associations respectively called the Sienna Plantation Property Owners Association, Inc. and the Sienna Plantation Residential Association, Inc. (collectively, the "**Other Associations**"), which shall share certain facilities and amenities, including pools, parks, boulevards, drainage improvements, signage, monumentation, open space and landscaping (the "**Shared Amenities**") with the Association. Declarant hereby reserves the right to grant and convey easements to the owner(s) of the Other Development and/or the Other Associations over and across Common Area or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to (a) grant the owner(s) of the Other Development the right to access and/or use the Shared Amenities, as applicable, located within the Development; (b) obligate the owners of the Other Development

or the Other Associations to participate in performing the maintenance of the Shared Amenities located within the Development; (c) require the owner(s) of the Other Development or the Other Associations to share in the expenses associated with the use and maintenance of the Shared Amenities; and (d) enter into with the owner(s) of the Other Development or the Other Associations or cause the Association and the Other Associations to enter into one or more shared amenity and cost allocation agreement(s) ("**Cost Sharing Agreement(s)**"), to govern the rights and responsibilities of both the Association and the Other Associations in regard to use and maintenance of the Shared Amenities, to allocate costs for the operation, maintenance and reserves for the Shared Amenities, grant reciprocal easements for access and use of the Shared Amenities and set forth provisions for entering into any shared management of the Association and the Other Associations and/or for the administration of the Shared Facilities. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the Cost Sharing Agreement(s) to the Association as an Assessment to be levied and secured by a continuing lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of the Covenant.

**8.08 Easement for Special Events.** Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement

**8.09 Drainage, Detention and Water Quality Facilities Easement.** Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, ponds or related improvements which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Drainage Facilities**"). Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of the Drainage Facilities. The Drainage Facilities may be designated by the Declarant in a written notice Recorded to identify the particular Drainage Facilities to which the easement reserved hereunder applies, or otherwise dedicated to the public or applicable governmental authority (which may include retention of maintenance responsibility by the Association), conveyed and transferred to any applicable Quasi-Governmental Entity or conveyed and transferred to the Association as Common Area, Special Common Area or a Service Area. If the Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association

as Common Area, Special Common Area or a Service Area, the Association will be required to maintain and operate the Drainage Facilities in accordance with Applicable Law, including but not limited to the requirements of any applicable Quasi-Governmental Entity.

**8.10 Declarant as Attorney in Fact.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of the Documents, each Owner, by accepting a deed to a Lot or Condominium Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Lot or Condominium Unit, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot or Condominium Unit, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of the Documents. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

## **ARTICLE 9**

### **DEVELOPMENT RIGHTS**

**9.01 Development.** It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Neighborhoods, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

**9.02 Special Declarant Rights.** Notwithstanding any provision of this Covenant to the contrary, during the Development Period, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

**9.03 Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. Such added land need not be contiguous to the Property. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

- (a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and
- (c) A legal description of the added land.

**9.04 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;
- (b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

**9.05 Notice of Annexation.** Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this

Covenant, any applicable Development Area Declaration, and the Community Covenant. This Covenant, any applicable Development Area Declaration, and the Community Covenant will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant, any applicable Development Area Declaration, and the Community Covenant. To be effective, a Notice of Annexation must be executed by Declarant, and the property included in the Notice of Annexation need not be owned by the Declarant if included within the Property. Declarant may also cause a Notice of Annexation to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any previously Recorded Development Area Declaration (which Notice of Annexation may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Annexation to be Recorded containing the following provisions:

- (a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;
- (b) A reference, if applicable, to the Recorded Development Area Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property);
- (c) A reference, if applicable, to the Community Covenant which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Community Covenant which shall apply to such portion of the Property);
- (d) A statement that all of the provisions of this Covenant will apply to such portion of the Property;
- (e) A legal description of such portion of the Property; and
- (f) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

**NOTICE TO TITLE COMPANY**

**NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.**

**9.06 Designation of Neighborhood.** Declarant may, at any time and from time to time, file a designation of neighborhood (a “**Designation of Neighborhood**”) assigning portions of the Property to a specific Neighborhood. Upon the filing of a Designation of Neighborhood, such land will be considered part of the Neighborhood so designated. To assign portions of the Property to a specific Neighborhood, Declarant will be required only to Record a Designation of Neighborhood containing the following provisions:

- (a) A reference to this Covenant, which reference will state the document number or volume and initial page number where this Covenant is Recorded;
- (b) An identification of the Neighborhood applicable to such portion of the Property and a statement that such land will be considered part of such Neighborhood for purposes of this Covenant; and
- (c) A legal description of the designated land.

**9.07 Assignment of Declarant’s Rights.** Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

**ARTICLE 10**  
**GENERAL PROVISIONS**

**10.01 Term.** Upon the Recording of a Notice of Annexation pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2093, after which time this Covenant will be automatically extended for successive



periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least fifty-one percent (51%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean fifty-one percent (51%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 10.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**10.02 Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

**10.03 Amendment.** This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by a Majority of the Board of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least fifty-one percent (51%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean fifty-one percent (51%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 10.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Covenant and any Development Area Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c)

to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development. Notwithstanding anything contained herein to the contrary, in the event this Covenant, a Development Area Declaration or Notice of Annexation, is amended and restated in the future, such amendment and restatement shall not affect or disturb the lien created herein or any annexation accomplished by the Notice of Annexation, which lien and annexation shall continue to be in full force and effect from the date the Covenant, Development Area Declaration or Notice of Annexation, as applicable, were recorded.

**10.04 Enforcement.** The Association and the Declarant will have the right but not the obligation to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

**10.05 No Warranty of Enforceability.** The Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

**10.06 Higher Authority.** The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

**10.07 Severability.** If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**10.08 Conflicts.** If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

**10.09 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**10.10 Acceptance by Owners.** Each Owner of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

**10.11 Damage and Destruction.**

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the Recording and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty. Notwithstanding the foregoing, the provisions of this *Section 10.11* are not intended to limit or otherwise restrict the terms and conditions of the policy or policies of insurance obtained by the Board.

(b) **Repair Obligations.** Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association will restore the affected portion of the Common Area or Special Common Area to its natural state and maintain it as an undeveloped portion of the Common Area in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

**10.12 No Partition.** Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

**10.13 View Impairment.** Neither the Declarant, the Sienna Plantation Reviewer, the SPCAI-ARC nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development will be preserved without impairment. The Declarant, the Sienna Plantation Reviewer, the SPCAI-ARC and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air

**10.14 Facilities Open to the Public.** Certain facilities and areas within the Property will be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, streets, roadways, sidewalks and medians.

**10.15 Water Quality Facilities.** The Development and/or the Property may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Development, the Property, or additional land (collectively, the “**WQ Facilities**”). The WQ Facilities may be designated by the Declarant, or otherwise dedicated to the public or applicable governmental authority (which may include retention of maintenance responsibility by the Association) or conveyed and transferred to the Association, as Common Area. If the WQ Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association as Common Area, the Association will be required to maintain and operate the WQ Facilities in accordance with Applicable Law, or the requirements of any applicable Quasi-Governmental Entity.

**10.16 Safety and Security.** Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner’s Lot or Condominium Unit that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each Person within the Development assumes all risks of personal injury and loss or

damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

**10.17 Notices.** Any notice permitted or required to be given to any person by this Covenant shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid; (b) by delivering same in person to the intended addressee; (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee; or (d) by prepaid telegram, telex, electronic mail, or facsimile to the addressee and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective when received at the office or designated place or machine/equipment of the intended addressee. For purposes of notice the address of each Owner shall be the address of the Lot or Condominium Unit or such other address as provided by the Owner to the Association, and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Association. In accordance with Section 209.0042 of the Texas Property Code, the Association may adopt an alternative method of providing notice for which another method is prescribed by Applicable Law only if the Owner to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice to the Owner.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

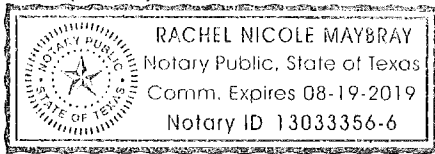
TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company

By: JF Jenkins  
Printed Name: JIMMIE F JENKINS  
Title: AUTHORIZED REPRESENTATIVE

THE STATE OF TEXAS     §  
  §  
COUNTY OF Harris     §

This instrument was acknowledged before me this 9 day of April, 2019 by JIMMIE F. JENKINS Auth. Rep of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)



R Maybray  
Notary Public Signature

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**



**TRACT "A"**

**A FIELD NOTE DESCRIPTION** of 2808.323 acres of Land being a 2825.550 acre tract of Land save and except 17.227 acres of Land all being a portion of the UST-Pru Sienna, L.P.. 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 Degrees, 57 Minutes, 50 Seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**BEGINNING** at an oil well sucker rod found for the most Easterly Northeast corner of said 2907.536 acre tract; said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas), and being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way; Said corner being the most Easterly Northeast corner of this 2825.550 acre tract;

**THENCE;** Southwesterly, along the most Easterly line of said 2907.536 acre tract, along the Westerly line of said abandoned Missouri Pacific Railroad right-of-way and along the Westerly line of a call 9.289 acre tract (Fort Bend County Clerk's File No. 2013079099), with the following courses and distances:

South 20 Degrees, 23 Minutes, 30 Seconds West - 2692.80 feet to a 5/8 inch diameter iron rod found for corner;

South 19 Degrees, 46 Minutes, 40 Seconds West - 142.70 feet to a 5/8 inch diameter iron rod found for corner;

South 18 Degrees, 45 Minutes, 10 Seconds West - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

South 17 Degrees, 46 Minutes, 20 Seconds West - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

South 16 Degrees, 51 Minutes, 10 Seconds West - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

South 15 Degrees, 56 Minutes, 20 Seconds West - 201.00 feet to a 5/8 inch diameter iron rod found for corner;

South 14 Degrees, 40 Minutes, 40 Seconds West - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

South 13 Degrees, 46 Minutes, 00 Seconds West - 213.62 feet to a 5/8 inch diameter iron rod found for the most Easterly Southeast corner of this tract; said corner being the most Easterly Southeast corner of said 3927.662 acre tract, being an interior corner of said call 7454.008 acre tract and being the Northeast corner of a call 1.5 acre tract (Volume 56, Page 111; Deed Records of Fort Bend County, Texas);

**THENCE;** North 78 Degrees, 31 Minutes, 37 Seconds West - 1149.71 feet along an interior line of said 3927.662 acre tract being along the Northerly line of said call 1.5 acre tract, then along the Northerly line of a call 41.0874 acre tract (Volume 1895, Page 1299; Official Records of Fort Bend County, Texas) to a 3/4 inch inside diameter iron pipe in concrete found for re-entrant corner of this tract; said corner being the Northwest corner of said call 41.0874 acre tract;

**THENCE;** South 11 Degrees, 28 Minutes, 23 Seconds West - 754.24 feet to a 5/8 inch diameter iron rod with aluminum cap found for interior corner of this tract; said corner being an interior corner of said call 41.0874 acre tract;

**THENCE;** Southwesterly, along a Southerly line of said 3927.662 acre tract being along the Northerly line of Sienna Point Section One Subdivision (Fort Bend County Clerk's File No. 9665967) with the following courses and distances:

South 82 Degrees, 32 Minutes, 26 Seconds West - 824.81 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

South 80 Degrees, 37 Minutes, 38 Seconds West - 1128.72 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

South 80 Degrees, 58 Minutes, 23 Seconds West - 622.35 feet to a 5/8 inch diameter iron rod found for corner; Said corner being the Northwest corner of said Sienna Point Section One Subdivision;

**THENCE;** Northeasterly, along an Easterly line of the Sienna Plantation Levee Improvement District Channel 1 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

Along a curve to the right the radius point of which bears South 85 degrees, 58 minutes, 33 seconds East, with the following curve data:

Radius:	3231.50 feet
Delta:	2 degrees, 16 minutes, 15 seconds
Length:	128.08 feet
Tangent:	64.05 feet
Chord:	North 5 degrees, 9 minutes, 34 seconds East - 128.07 feet to a point for corner;

North 6 degrees, 17 minutes, 42 seconds East - 689.46 feet to a point for the Northeast corner of said Channel 1 Easement;

**THENCE;** North 83 degrees, 42 minutes, 18 seconds West - 200.00 feet to a point for the Northwest corner of said Channel 1 Easement;

**THENCE;** Southwesterly, along a Westerly line of said Sienna Plantation Levee Improvement District Channel 1 Easement with the following courses and distances:

South 6 degrees, 17 minutes, 42 seconds West - 689.46 feet to a point for corner;

Along a curve to the left the radius point of which bears South 83 degrees, 42 minutes, 18 seconds East, with the following curve data:

Radius: 3431.50 feet  
Delta: 3 degrees, 2 minutes, 38 seconds  
Length: 182.30 feet  
Tangent: 91.17 feet  
Chord: South 4 degrees, 46 minutes, 23 seconds West - 182.27 feet to a 5/8 inch diameter iron rod with plastic cap found for corner; said corner being the Northeast corner of Sienna Point Section Three Subdivision (Fort Bend County Clerk's File No. 9897738)

**THENCE;** Westerly, along a Southerly line of said 3927.662 acre tract being along the Northerly line of said Sienna Point Section Three Subdivision, with the following courses and distances:

South 80 degrees, 58 minutes, 23 seconds West - 696.78 feet to a 5/8 inch diameter iron rod found for corner;

South 85 degrees, 07 minutes, 09 seconds West - 592.61 feet to a 5/8 inch diameter iron rod with aluminum cap found for corner;

North 89 degrees, 43 minutes, 05 seconds West - 1002.25 feet to a 5/8 inch diameter iron rod found for corner;

South 88 degrees, 54 minutes, 09 seconds West - 1397.60 feet to a 5/8 inch diameter iron rod found for corner;

North 87 degrees, 51 minutes, 22 seconds West - 1305.27 feet to a 5/8 inch diameter iron rod found for corner;

South 89 degrees, 15 minutes, 27 seconds West - 524.66 feet to a 5/8 inch diameter iron rod with plastic cap found for interior corner of this tract; said corner being the Northwest corner of said Sienna Point Section Three Subdivision and an interior corner of said 3927.662 Acre Tract;

**THENCE;** South 11 degrees, 34 minutes, 10 seconds East - 5118.95 feet along an Easterly line of said 3927.662 acre tract being along the Westerly line of said Sienna Point Section Three Subdivision to a 5/8 inch diameter iron rod found for corner of this tract;

**THENCE;** North 89 degrees, 57 minutes, 50 seconds West - 2130.51 feet along the Northerly line of the Sienna Plantation Levee Improvement District Parcel "A" - call 68.047 acre tract (Fort Bend County Clerk's File No. 9741281) to a point for corner;

**THENCE;** Northerly, along the Easterly line of the Sienna Plantation Levee Improvement District Channel 2 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

North 2 degrees, 52 minutes, 33 seconds East - 440.79 feet to a point for corner;

North 6 degrees, 7 minutes, 27 seconds West - 1550.00 feet to a point for corner;

North 9 degrees, 52 minutes, 33 seconds East - 1460.91 feet to a point for corner;

North 16 degrees, 10 minutes, 56 seconds East, at 1676.97 feet pass a 5/8 inch diameter iron rod found for reference, in all 2072.97 feet to a point for the Northeast corner of said Channel 2 Easement;

**THENCE;** North 33 degrees, 21 minutes, 14 seconds West - 262.88 feet to a point for the Northwest corner of said Channel 2 Easement;

**THENCE;** Southerly, along the Westerly line of said Channel 2 Easement with the following courses and distances:

South 16 degrees, 10 minutes, 56 seconds West, at 610.00 feet pass a 5/8 inch diameter iron rod found for reference, in all 2243.57 feet to a point for corner;

South 9 degrees, 52 minutes, 33 seconds West - 698.45 feet to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of a call 16.000 acre tract of Land (Fort Bend County Clerk=s File No. 2007064601);

**THENCE;** South 82 degrees, 41 minutes, 1 second West - 1151.00 feet along the Northerly line of said call 16.000 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of said call 16.000 acre tract;

**THENCE;** South 5 degrees, 51 minutes, 0 seconds East - 656.01 feet along the Westerly line of said call 16.000 acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of said call 16.000 acre tract;

**THENCE;** Easterly, along the Southerly line of said call 16.000 acre tract with the following courses and distances:

North 75 degrees, 50 minutes, 25 seconds East - 57.13 feet to the point of curvature of a tangent curve to the right for corner;

Along said curve to the right with the following curve data:

Radius:	2030.00 feet
Delta:	17 degrees, 4 minutes, 5 seconds
Length:	604.72 feet
Tangent:	304.62 feet
Chord:	North 84 degrees, 22 minutes, 28 seconds East - 602.49 feet to a point for corner;

South 87 degrees, 5 minutes, 30 seconds East - 291.17 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 16.000 acre tract;

**THENCE;** Southerly, continuing along the Westerly line of said Channel 2 Easement with the following courses and distances:

South 9 degrees, 52 minutes, 33 seconds West - 55.77 feet to a point for corner;

South 6 degrees, 7 minutes, 27 seconds East - 1551.02 feet to a point for corner;

South 2 degrees, 52 minutes, 33 seconds West - 450.71 feet to a point for corner;

**THENCE;** Westerly, along the Northerly line of said Sienna Plantation Levee Improvement District Parcel "A" - call 68.047 acre tract, with the following courses and distances:

North 89 degrees, 57 minutes, 50 seconds West - 315.43 feet to a point for corner;

South 89 degrees, 40 minutes, 13 seconds West - 1556.73 feet to a point for corner;

North 0 degrees, 19 minutes, 47 seconds West - 40.00 feet to a point for corner;

South 89 degrees, 40 minutes, 13 seconds West - 2630.35 feet to a point for corner;

South 89 degrees, 45 minutes, 41 seconds West - 1624.36 feet to a point for the Southwest corner of this tract;

**THENCE;** Northerly, along the Easterly line of the Sienna Plantation Levee Improvement District Channel 3 Easement (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

North 0 degrees, 14 minutes, 19 seconds West - 245.00 feet to a point for corner;

South 89 degrees, 45 minutes, 41 seconds West - 306.20 feet to a point for corner;

North 30 degrees, 32 minutes, 42 seconds West - 2085.59 feet to a point for corner;

North 11 degrees, 57 minutes, 18 seconds East - 169.38 feet to a point for corner;

North 56 degrees, 57 minutes, 18 seconds East - 1984.12 feet to a point for corner;

North 9 degrees, 57 minutes, 18 seconds East - 274.98 feet to a point for corner;

North 17 degrees, 2 minutes, 42 seconds West, at 1663.69 feet pass a 5/8 inch diameter iron rod with cap found for reference, in all 2469.69 feet to a point for corner;

North 35 degrees, 2 minutes, 42 seconds West - 2045.73 feet to a point for corner;

North 1 degree, 27 minutes, 18 seconds East - 920.22 feet to a point for the Northwest corner of this tract; said corner being the Southwest corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) and bears South 1 degree, 27 minutes, 18 seconds West - 305.91 feet from a 5/8 inch diameter iron with cap found for reference corner in the Northerly line of said 3927.662 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 4536.39 feet along the Southerly line of said 22.618 acre tract to a point for interior corner of this tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 19 degrees, 40 minutes, 21 seconds East - 0.22 feet; said corner being in the Westerly line of Fort Bend Independent School District High School No. 11 Subdivision (Fort Bend County Clerk's Plat No. 20090021), being in the Westerly line of a call 62.500 acre tract of Land (Tract 1, Fort Bend County Clerk's File No. 2008069863) and being in the Easterly line of the Houston Lighting And Power Company 58 foot wide easement tract (Volume 473, Page 127; Deed Records of Fort Bend County, Texas);

**THENCE;** South 19 degrees, 40 minutes, 21 seconds West, at 1274.60 feet pass a 5/8 inch iron rod with plastic cap found for reference, in all 1274.93 feet along the Easterly line of said 58 foot wide easement tract to a point for the Southwest corner of said High School No. 11 Subdivision;

**THENCE;** Easterly, along the Southerly line of said High School No. 11 Subdivision, with the following courses and distances:

South 67 degrees, 15 minutes, 34 seconds East - 210.56 feet to a point for corner;

South 89 degrees, 18 minutes, 52 seconds East - 699.48 feet to a point for corner;

North 80 degrees, 19 minutes, 29 seconds East - 718.11 feet to a point for the Southeast corner of said High School No. 11 Subdivision; from which a 5/8 inch diameter iron rod with plastic cap found for reference bears South 79 degrees East - 0.13 feet;

**THENCE;** North 47 degrees, 14 minutes, 49 seconds East - 424.76 feet along the Southeasterly line of said High School No. 11 Subdivision to a point for corner in the Southwesterly line of Sienna Christ The Lord Evangelical Lutheran Church Subdivision (Fort Bend County Clerk's Plat No. 20110106) and in the Southwesterly line of a call 16.000 acre tract (Fort Bend County Clerk's File No. 2010126008) from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 0 degrees, 54 minutes West - 0.16 feet;

**THENCE;** Southeasterly, along the Southerly line of said Lutheran Church Subdivision, with the following course and distances:

Along a non-tangent curve to the left, the radius point bearing North 49 degrees, 11 minutes, 32 seconds East, with the following curve data:

Radius: 425.65 feet  
Delta: 27 degrees, 47 minutes, 24 seconds  
Length: 206.45 feet  
Tangent: 105.30 feet  
Chord: South 54 degrees, 42 minutes, 10 seconds  
East - 204.43 feet to a point for corner;

Along a compound curve to the left, the radius point bearing North 21 degrees, 24 minutes, 8 seconds East, with the following curve data:

Radius: 573.52 feet  
Delta: 27 degrees, 58 minutes, 21 seconds  
Length: 280.00 feet  
Tangent: 142.85 feet  
Chord: South 82 degrees, 35 minutes, 3 seconds  
East - 277.23 feet to a point for corner;

Along a reverse curve to the right, the radius point bearing South 6 degrees, 34 minutes, 13 seconds East, with the following curve data:

Radius: 380.94 feet  
Delta: 43 degrees, 50 minutes, 27 seconds  
Length: 291.48 feet  
Tangent: 153.29 feet  
Chord: South 74 degrees, 38 minutes, 59 seconds  
East - 284.42 feet to a point for corner;

South 63 degrees, 49 minutes, 26 seconds East - 195.90 feet to a 5/8 inch diameter iron rod found disturbed by fence corner post for the Southeast corner of Reserve "A" of said Lutheran Church Subdivision;

**THENCE;** North 26 degrees, 27 minutes, 0 seconds East - 857.32 feet along the Easterly line of said Lutheran Church Subdivision to a point for the East corner of said Reserve "A" from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 37 degrees, 14 minutes West - 0.19 feet; said corner being in the Southwesterly right-of-way line of Waters Lake Boulevard (100 feet wide);

**THENCE;** North 36 degrees, 40 minutes, 22 seconds East - 100.00 feet continuing along the Easterly line of said Lutheran Church Subdivision to a 5/8 inch diameter iron rod with plastic cap found for the East corner of said Lutheran Church Subdivision; said corner being in the Northeasterly right-of-way line of said Waters Lake Boulevard (100 feet wide);

**THENCE;** Northwesterly, along the Northeasterly right-of-way line of said Waters Lake Boulevard, with the following course and distances:

North 53 degrees, 19 minutes, 38 seconds West - 87.30 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

Radius: 1100.00 feet  
Delta: 18 degrees, 5 minutes, 27 seconds  
Length: 347.32 feet  
Tangent: 175.12 feet  
Chord: North 62 degrees, 22 minutes, 22 seconds  
West - 345.88 feet to a 5/8 inch diameter  
iron rod with plastic cap set for corner;

North 71 degrees, 25 minutes, 5 seconds West - 171.84 feet to a point for the North corner of said Lutheran Church Subdivision from which a 5/8 inch iron rod with plastic cap found for reference bears North 14 degrees, 23 minutes East - 0.15 feet; said corner being the Eastmost corner of said High School No. 11 Subdivision;

North 71 degrees, 24 minutes, 55 seconds West - 607.45 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius: 1000.00 feet  
Delta: 29 degrees, 42 minutes, 23 seconds  
Length: 518.47 feet  
Tangent: 265.20 feet  
Chord: North 56 degrees, 33 minutes, 44 seconds  
West - 512.68 feet to a 5/8 inch diameter  
iron rod with plastic cap set for corner;

**THENCE;** Easterly, along the Northerly line of said 3927.662 acre tract with the following courses and distances:

North 86 degrees, 47 minutes, 5 seconds East - 3815.86 feet to a 5/8 inch diameter iron rod found for corner;

South 88 degrees, 37 minutes, 0 seconds East - 1084.61 feet to a 5/8 inch diameter iron rod found for corner;

North 89 degrees, 52 minutes, 0 seconds East - 3052.09 feet to a 12 inch diameter fence corner post found for corner; said corner being an interior corner of said 3927.662 acre tract;

**THENCE;** North 0 degrees, 25 minutes, 50 seconds West - 1495.70 feet to a 7 inch diameter fence corner post found for corner; said corner being a re-entrant corner of said 3927.662 acre tract;

**THENCE;** North 89 degrees, 58 minutes, 38 seconds East - 2909.44 feet along the most Northerly line of said 3927.662 acre tract to an 8 inch diameter fence corner post found for the most Northerly Northeast corner of this tract; said corner being the most Northerly Northeast corner of said 3927.662 acre tract;

**THENCE;** South 0 degrees, 13 minutes, 5 seconds East - 1494.76 feet along an Easterly line of said 3927.662 acre tract to an iron railroad "T" rail found by fence corner post for re-entrant corner of this tract; said corner being a re-entrant corner of said 3927.662 acre tract;



**THENCE;** North 89 degrees, 35 minutes, 46 seconds East - 3193.16 feet along a Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 2825.550 acres of Land; **SAVE AND EXCEPT** 2.227 acres of Land being eighteen (18) Water District Directors Lots recorded under Fort Bend County Clerk's File Nos. 9667415, 9667423, 9667431, 9667439, 9667447, 2004142469, 2004142472, 9667368, 9667380, 9667388, 9667396, 9667404, 9707759, 9707765, 9707771, 9707774, 9707783 and 2005008583 and **SAVE AND EXCEPT** 15.000 acres of Land being the Fort Bend Independent School District call 15.000 acre tract (Tract 2, Fort Bend County Clerk's file No. 2008069863) described as follows:

**FOR CONNECTION,** begin at a point for the Northwest corner of said 2825.550 acre tract; said corner being the Southwest corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) and bears South 1 degree, 27 minutes, 18 seconds West - 305.91 feet from a 5/8 inch diameter iron with cap found for reference corner in the Northerly line of said 3927.662 acre tract; **THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 4536.39 feet along the Southerly line of said 22.618 acre tract to a point for interior corner of said 2825.550 acre tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 19 degrees, 40 minutes, 21 seconds East - 0.22 feet; **THENCE;** South 19 degrees, 40 minutes, 21 seconds West, at 1274.60 feet pass a 5/8 inch iron rod with plastic cap found for reference, at 1274.93 feet pass a point for the Southwest corner of said High School No. 11 Subdivision, in all 4438.34 feet along the Easterly line of said Houston Lighting And Power Company 58 foot wide easement tract to a point for corner; **THENCE;** North 89 degrees, 17 minutes, 58 seconds West - 84.60 feet crossing said 58 foot wide easement tract and the Houston Lighting And Power Company 22 foot wide easement tract (Volume E, Page 494 and Page 611; Fort Bend County Court Minutes) to a 5/8 inch diameter iron rod with plastic cap found in the Westerly line of said 22 foot wide easement tract for the Northeast corner of said call 15.000 acre Tract 2 and being the Northeast corner of and **PLACE OF BEGINNING** for this 15.000 acre save and except tract;

**THENCE;** South 19 degrees, 40 minutes, 21 seconds West - 1283.22 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

**THENCE;** North 89 degrees, 17 minutes, 58 seconds West - 203.53 feet to a point for the Southwest corner of this tract;

**THENCE;** Northwesterly, along the Westerly line of said call 15.000 acre tract, with the following course and distances:

Along a non-tangent curve to the left, the radius point bearing South 88 degrees, 21 minutes, 48 seconds West, with the following curve data:

Radius:	475.00 feet
Delta:	15 degrees, 24 minutes, 8 seconds
Length:	127.69 feet
Tangent:	64.23 feet
Chord:	North 9 degrees, 20 minutes, 16 seconds West - 127.30 feet to a point for corner;

North 17 degrees, 2 minutes, 20 seconds West - 427.50 feet to a point for corner;

Along a tangent curve to the right with the following curve data:

Radius: 425.00 feet  
Delta: 17 degrees, 44 minutes, 22 seconds  
Length: 131.59 feet  
Tangent: 66.32 feet  
Chord: North 8 degrees, 10 minutes, 9 seconds  
West - 131.06 feet to a point for corner;

North 0 degrees, 42 minutes, 2 seconds East - 551.49 feet to a 5/8 inch iron rod with plastic cap found for the Northwest corner of this tract;

**THENCE;** South 89 degrees, 17 minutes, 58 seconds East - 793.36 feet to the **PLACE OF BEGINNING** and containing 15.000 acres of Land for this save and except tract leaving 2808.323 net acres of Land.

#### **TRACT "A-1"**

**A FIELD NOTE DESCRIPTION** of 1.627 acre of Land being a 2.545 acre tract of Land save and except 0.918 acre of Land all being a portion of the UST-Pru Sienna, L.P.. 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 Degrees, 57 Minutes, 50 Seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**FOR CONNECTION,** begin at an oil well sucker rod found for the most Easterly Northeast corner of said 2907.536 acre tract; said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas), and being in the Westerly line of the abandoned Missouri Pacific Railroad right-of-way; **THENCE;** South 89 degrees, 35 minutes, 46 seconds West - 3193.16 feet along a Northerly line of said 3927.662 acre tract to an iron railroad "T" rail found by fence corner for interior corner of said 3927.662 acre tract; **THENCE;** North 0 degrees, 13 minutes, 5 seconds West - 1494.76 feet along an Easterly line of said 3927.662 acre tract an 8 inch diameter fence corner post found for re-entrant corner; **THENCE;** South 89 degrees, 58 minutes, 38 seconds West - 2909.44 feet along the most Northerly line of said 3927.662 acre tract to a 7 inch diameter fence corner post found for re-entrant corner; **THENCE;** South 0 degrees, 25 minutes, 50 seconds East - 1495.70 feet to a 12 inch diameter fence corner post found for interior corner; **THENCE;** South 89 degrees, 52 minutes, 0 seconds West - 3052.09 feet along the Northerly line of said 3927.662 acre tract to a 5/8 inch diameter iron rod found for corner; **THENCE;** North 88 degrees, 37 minutes, 0 seconds West - 1084.61 feet along the Northerly line of said 3927.662 acre tract to a 5/8 inch diameter iron rod found for corner; **THENCE;** South 86 degrees, 47 minutes, 5 seconds West, at 3815.86 feet pass a 5/8 inch diameter iron rod with plastic cap set for corner in the Northeasterly right-of-way line of Waters Lake Boulevard (100 feet wide) being in the Northeasterly line of Fort Bend Independent School District High School No. 11 Subdivision (Fort Bend County Clerk's Plat No. 20090021), in all 3940.15 feet along the Northerly line of said 3927.662 acre tract to an "X" cut in concrete

walk in the Southwesterly right-of-way line of said Waters Lake Boulevard for the Northeast corner of and **PLACE OF BEGINNING** for this 2.545 acre tract;

**THENCE;** Southeasterly, along the Southwesterly right-of-way line of said Waters Lake Boulevard being along a non-tangent curve to the left the radius point bearing North 52 degrees, 19 minutes, 26 seconds East, with the following curve data:

Radius: 1100.00 feet  
Delta: 8 degrees, 20 minutes, 32 seconds  
Length: 160.16 feet  
Tangent: 80.22 feet  
Chord: South 41 degrees, 50 minutes, 50 seconds East -  
160.02 feet to a point for corner;

**THENCE;** South 86 degrees, 47 minutes, 5 seconds West - 965.60 feet along the Northerly line of said Fort Bend Independent School District High School No. 11 Subdivision and along the southerly line of the Houston Lighting And Power Company 250 foot wide easement (Volume 486, Page 840 and Volume 489, Page 526; Deed Records of Fort Bend County, Texas) to a 5/8 inch diameter iron rod found disturbed for the Southwest corner of this tract;

**THENCE;** North 19 degrees, 39 minutes, 59 seconds East - 135.68 feet along the Eastmost line of a 22.618 acre drainage easement tract (Fort Bend County Clerk's File No. 9537103) to a 5/8 inch diameter iron rod with plastic cap set for the Northwest corner of this tract;

**THENCE;** North 86 degrees, 47 minutes, 5 seconds East - 812.94 feet along a Northerly line of said 3927.662 acre tract and along the centerline of said Houston Lighting And Power Company 250 foot wide easement to the **PLACE OF BEGINNING** and containing 2.545 acres of Land; **SAVE AND EXCEPT** 0.918 acres of Land being eight (8) Water District Directors Lots recorded under Fort Bend County Clerk's File Nos. 9707717, 9707723, 9707729, 9707735, 9707741, 2004142446, 2004142449, and 2004142452 leaving 1.627 net acres of Land.

#### **TRACT "B"**

**A FIELD NOTE DESCRIPTION** of 287.208 acres of Land being 287.438 acres of Land save and except 0.230 acre of Land being the UST-Pru Sienna, L.P. 287.208 acre tract of Land (Tract "B", Fort Bend County Clerk's File No. 2008021731) all being a portion of the M & M Sienna Properties, Ltd. 3825.541 Acre Tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the AFG Pacific Properties, Inc. 3927.662 acre Tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25 and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**FOR CONNECTION**, begin at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East - 793.46 feet to a point for the Southwest corner of the Sienna Plantation Levee Improvement District Parcel "B" - call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281) from which a concrete monument found for reference bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet; THENCE; North 0 degrees, 14 minutes, 19 seconds West - 329.14 feet to a point for corner; THENCE; North 20 degrees, 56 minutes, 35 seconds West - 32.99 feet to a point for the Northwest corner of said call 5.290 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East, at 546.02 feet pass a point for the Northeast corner of said call 5.290 acre tract, in all 661.85 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southwest corner of a 0.215 acre tract; THENCE; North 30 degrees, 32 minutes, 42 seconds West - 2330.24 feet along an Easterly line of the Sienna Plantation Levee Improvement District Parcel "A" - call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) and along a Westerly line of the Sienna Plantation Levee Improvement District Channel 3 - call 48.949 acre tract (Fort Bend County Clerk's File No. 9741281) to a point for the most Southerly corner of and **PLACE OF BEGINNING** for this 287.438 acre tract;

**THENCE;** Northwestly, leaving a Westerly line of said call 48.949 acre tract continuing along an Easterly line of said call 68.111 acre tract, with the following courses and distances:

North 30 degrees, 32 minutes, 42 seconds West - 773.09 feet to a point for corner;

North 11 degrees, 2 minutes, 20 seconds West - 2486.06 feet to a 5/8 inch diameter iron rod found for corner;

North 15 degrees, 2 minutes, 20 seconds West - 834.89 feet to a point for corner;

North 28 degrees, 2 minutes, 20 seconds West - 1171.13 feet to a point for corner;

North 50 degrees, 22 minutes, 16 seconds West - 675.40 feet to a point for corner;

North 25 degrees, 37 minutes, 30 seconds West - 1008.96 feet to a point for corner;

North 5 degrees, 39 minutes, 59 seconds West - 63.42 feet to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of this tract; said corner being in the Northerly line of said 3927.662 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 1966.86 feet along the Northerly line of said 3927.662 acre tract to 5/8 inch diameter iron rod with plastic cap found for the North corner of this tract; said corner being the West corner of a call 1.880 acre tract (Fort Bend County Clerk=s File No. 9897655);

**THENCE;** Southeasterly, along the Southwesterly line of said call 1.880 acre tract being along a non-tangent curve to the left the radius point bears North 54 degrees, 0 minutes, 2 seconds East with the following curve data:

Delta: 5 degrees, 42 minutes, 14 seconds  
Radius: 272.50 feet  
Length: 27.13 feet  
Tangent: 13.57 feet  
Chord: South 38 degrees, 51 minutes, 5 seconds East - 27.12 feet to a point for corner;

**THENCE;** Southeasterly, continuing along the Southwesterly line of said call 1.880 acre tract being along a compound curve to the left the radius point bears North 48 degrees, 17 minutes, 48 seconds East with the following curve data:

Delta: 58 degrees, 7 minutes, 3 seconds  
Radius: 522.00 feet  
Length: 529.49 feet  
Tangent: 290.05 feet  
Chord: South 70 degrees, 45 minutes, 44 seconds East - 507.08 feet to a point for corner;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 47.90 feet along the Southeasterly line of said call 1.880 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being in the Westerly line of said call 48.949 acre tract;

**THENCE;** Southerly, along a Westerly line of said call 48.949 acre tract, with the following courses and distances:

South 1 degree, 27 minutes, 18 seconds West - 976.88 feet to a point for corner;

South 35 degrees, 2 minutes, 42 seconds East - 2080.00 feet to a point for corner;

South 17 degrees, 2 minutes, 42 seconds East, at 712.00 feet pass a 5/8 inch diameter iron rod found for reference; in all 2390.00 feet to a point for corner;

South 9 degrees, 57 minutes, 18 seconds West - 140.00 feet to a point for corner;

South 56 degrees, 57 minutes, 18 seconds West - 1980.00 feet to a point for corner;

South 11 degrees, 57 minutes, 18 seconds West - 330.00 feet to the **PLACE OF BEGINNING** and containing 287.438 Acres of Land save and except 0.230 Acre of Land being Utility District Directors Lots recorded under Fort Bend County Clerk=s File Nos. 2004142457 and 2004142460 leaving 287.208 net Acres of Land.

**TRACT "C"**

**A FIELD NOTE DESCRIPTION** of 552.198 acres of Land being the UST-Pru Sienna, L.P., 552.198 acre tract of Land (Tract "C", Fort Bend County Clerk=s File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk=s File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) and all of the AFG Pacific Properties, Inc. 50.000 acre tract (Fort Bend County Clerk's File No. 9537104) being in the David Fitzgerald Survey, Abstract No. 25, and in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**BEGINNING** at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; said corner being the Southwest corner of this 552.198 acre tract;

**THENCE;** Northwesterly, along the Westerly line of said 3927.662 acre tract, being upstream along the meanders of the Easterly bank of the Brazos River with the following courses and distances:

North 09 degrees, 41 minutes, 26 seconds West - 75.70 feet to a point for corner;

North 25 degrees, 45 minutes, 25 seconds West - 194.14 feet to a point for corner;

North 15 degrees, 20 minutes, 40 seconds West - 195.89 feet to a point for corner;

North 26 degrees, 09 minutes, 05 seconds West - 211.32 feet to a point for corner;

North 39 degrees, 17 minutes, 48 seconds West - 343.82 feet to a point for corner;

North 31 degrees, 31 minutes, 54 seconds West - 445.40 feet to a point for corner;

North 51 degrees, 58 minutes, 02 seconds West - 231.24 feet to a point for corner;

North 55 degrees, 03 minutes, 40 seconds West - 435.10 feet to a point for corner;

North 57 degrees, 53 minutes, 05 seconds West - 378.21 feet to a point for corner;

North 89 degrees, 16 minutes, 59 seconds West - 140.52 feet to a point for corner;

North 70 degrees, 13 minutes, 58 seconds West - 216.74 feet to a point for corner;

North 69 degrees, 26 minutes, 10 seconds West - 273.26 feet to a point for corner;

North 59 degrees, 09 minutes, 25 seconds West - 528.48 feet to a point for corner;

North 49 degrees, 39 minutes, 58 seconds West - 270.18 feet to a point for corner;

North 36 degrees, 14 minutes, 00 seconds West - 521.29 feet to a point for corner;

North 41 degrees, 28 minutes, 27 seconds West - 284.74 feet to a point for corner;

North 28 degrees, 01 minutes, 29 seconds West - 172.20 feet to a point for corner;

North 20 degrees, 48 minutes, 53 seconds West - 157.53 feet to a point for corner;

North 21 degrees, 43 minutes, 47 seconds West - 202.71 feet to a point for corner;

North 14 degrees, 29 minutes, 56 seconds West - 137.03 feet to a point for corner;

North 19 degrees, 21 minutes, 57 seconds West - 163.58 feet to a point for corner;

North 14 degrees, 13 minutes, 14 seconds West - 242.86 feet to a point for corner;

North 07 degrees, 55 minutes, 41 seconds West - 479.65 feet to a point for corner;

North 06 degrees, 48 minutes, 33 seconds West - 283.73 feet to a point for corner;

North 07 degrees, 40 minutes, 44 seconds West - 848.83 feet to a point for corner;

North 15 degrees, 59 minutes, 31 seconds West - 595.37 feet to a point for corner;

North 11 degrees, 07 minutes, 07 seconds West - 621.44 feet to a point for corner;

North 00 degrees, 10 minutes, 24 seconds East - 821.42 feet to a point for corner;

North 05 degrees, 00 minutes, 59 seconds West - 834.69 feet to a 5/8 inch diameter iron rod found for corner;

North 45 degrees, 41 minutes, 0 seconds East, at 67.27 feet pass a point for the most Westerly Northwest corner of said 3927.662 acre tract and for the Southwest corner of said 50.000 acre tract, in all 250.99 feet to a point for corner;

**THENCE;** Northeasterly, along the Westerly line of said 50.000 acre tract and continuing upstream along the meanders of the Easterly bank of the Brazos River with the following courses and distances:

North 44 degrees, 12 minutes, 3 seconds East - 623.09 feet to a point for corner;

North 31 degrees, 47 minutes, 7 seconds East - 230.34 feet to a point for corner;

North 21 degrees, 49 minutes, 54 seconds East - 622.35 feet to a point for corner;

North 16 degrees, 11 minutes, 43 seconds East - 304.85 feet to a point for corner;

North 3 degrees, 28 minutes, 13 seconds East - 139.75 feet to a point for the Northwest corner of this tract; said corner being the Northwest corner of said 50.000 acre tract;

**THENCE;** East, at 100.00 feet pass a 5/8 inch diameter iron rod found for reference corner, in all 1113.91 feet along the Northerly line of said 50.000 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being the Northeast corner of said 50.000 acre tract;

**THENCE;** Southwesterly, along the Easterly line of said 50.000 acre tract being along a Westerly line of the Sienna Plantation Levee Improvement District call 15.857 acre tract (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

South 14 degrees, 39 minutes, 10 seconds West - 264.95 feet to a point for corner;



South 12 degrees, 57 minutes, 40 seconds West - 384.60 feet to a point for corner;

South 18 degrees, 27 minutes, 40 seconds West - 800.00 feet to a point for corner;

South 5 degrees, 39 minutes, 59 seconds East, at 294.22 feet pass a point for the Southeast corner of said 50.000 acre tract from which a 5/8 inch diameter iron rod with plastic cap found for reference corner bears North 80 degrees, 10 minutes, 45 seconds East - 100.27 feet, in all 367.97 feet to a point for corner;

**THENCE;** Southeasterly, along a Westerly line of the Sienna Plantation Levee Improvement District call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) with the following courses and distances:

South 25 degrees, 37 minutes, 30 seconds East - 1048.49 feet to a point for corner;

South 50 degrees, 22 minutes, 16 seconds East - 677.60 feet to a point for corner;

South 28 degrees, 2 minutes, 20 seconds East - 1140.00 feet to a point for corner;

South 15 degrees, 2 minutes, 20 seconds East - 820.01 feet to a 5/8 inch diameter iron rod found for corner;

South 11 degrees, 2 minutes, 20 seconds East - 2499.76 feet to a point for corner;

South 30 degrees, 32 minutes, 42 seconds East - 3062.06 feet to a point for the most Easterly Southeast corner of this tract; said corner being the Northeast corner of the Sienna Plantation Levee Improvement District call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281);

**THENCE;** South 89 degrees, 45 minutes, 41 seconds West - 546.02 feet along the Northerly line of said call 5.290 acre tract to a point for corner;

**THENCE;** Southeasterly, along the Westerly line of said call 5.290 Acre Tract with the following courses and distances:

South 20 degrees, 56 minutes, 35 seconds East - 32.99 feet to a point for corner;

South 0 degrees, 14 minutes, 19 seconds East - 329.14 feet to a point for the Southeast corner of this tract from which a concrete monument found for reference corner in the Southerly line of said 3927.662 acre tract bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet;

**THENCE;** South 89 degrees, 45 minutes, 41 seconds West - 793.46 feet along the Southerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 552.198 acres of Land.

**TRACT "D"**

**A FIELD NOTE DESCRIPTION** of 43.119 acres of Land being a portion of the UST-Pru Sienna, L.P., 60.649 acre tract (Tract "D", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103), being a portion of the AFG Pacific Properties, Inc. 28.239 acre tract and 21.761 acre tract (Fort Bend County Clerk's File No. 9537104), being the AFG Pacific call 1.112 acre tract (Fort Bend County Clerk's File No. 1999047292) and being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**FOR CONNECTION**, begin at a 5/8 inch diameter iron rod found for the Southwest corner of said 28.239 acre tract; said corner being in the Northerly line of said 3927.662 acre tract and being the Southwest corner of a call 8.057 acre tract (Fort Bend County Clerk's File No. 1999047291); Thence; North 80 degrees, 10 minutes, 45 seconds East - 286.60 feet along the Southerly line of said 28.239 acre tract, along the Northerly line of said 3927.662 acre tract and along the Southerly line of said call 8.057 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 8.057 acre tract; said corner being an interior corner of and the **PLACE OF BEGINNING** for this 43.119 acre tract;

**THENCE;** North 19 degrees, 39 minutes, 59 seconds East - 744.88 feet along a Westerly line of said 60.649 acre tract being along the Easterly line of Reserve "A" of Scanlin Trace Church Subdivision (Fort Bend County Clerk's Plat No. 20090099) to a 5/8 inch diameter iron rod found disturbed for corner of this tract;

**THENCE;** Easterly, along the Southwesterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

North 72 degrees, 30 minutes, 0 seconds East - 42.65 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius:	750.00 feet
Delta:	39 degrees, 44 minutes, 41 seconds
Length:	520.26 feet
Tangent:	271.09 feet

Chord: South 87 degrees, 37 minutes, 40 seconds East - 509.89 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

South 67 degrees, 45 minutes, 19 seconds East - 135.67 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the right with the following curve data:

Radius: 35.00 feet  
Delta: 89 degrees, 17 minutes, 7 seconds  
Length: 54.54 feet  
Tangent: 34.57 feet  
Chord: South 23 degrees, 6 minutes, 45 seconds East - 49.19 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

**THENCE;** Southwesterly, along the Westerly right-of-way line of proposed Sienna Parkway (160 feet wide) being along the Westerly line of a call 7.355 Acre Road Easement (Fort Bend County Clerk=s File No. 2005044697) with the following courses and distances:

Along a compound curve to the left the radius point bears South 68 degrees, 28 minutes, 12 seconds East with the following curve data:

Delta: 1 degree, 51 minutes, 49 seconds  
Radius: 7580.00 feet  
Length: 246.55 feet  
Tangent: 123.29 feet  
Chord: South 20 degrees, 35 minutes, 54 seconds West - 246.54 feet to a point for corner;

South 19 degrees, 39 minutes, 59 seconds West - 245.73 feet to a 5/8 inch diameter iron rod found for the Southeast corner of said 28.239 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 183.81 feet along the Northerly line of said 3927.662 Acre Tract to a 5/8 inch iron rod found for the Southwest corner of said 21.761 acre tract;

**THENCE;** Northeasterly, along the Easterly right-of-way line of said proposed Sienna Parkway, along the Easterly line of said call 7.355 Acre Road Easement and along the Westerly line of said 21.761 Acre Tract with the following courses and distances:

North 19 Degrees, 39 Minutes, 59 Seconds East - 155.25 feet to a point for the South corner of a call 0.521 Acre Tract (Fort Bend County Clerk=s File No. 1999047291);

Along a tangent curve to the right with the following curve data:

Delta: 1 degree, 51 minutes, 49 seconds  
Radius: 7420.00 feet  
Length: 241.35 feet  
Tangent: 120.68 feet  
Chord: North 20 degrees, 35 minutes, 54 seconds East -  
241.34 feet to a 5/8 inch diameter iron rod found for  
corner;

**THENCE;** Northeasterly, along the Easterly right-of-way line of Sienna Parkway (160 feet wide, Fort Bend County Clerk's Plat No.20080028) being along a compound curve to the right the radius point bears South 68 degrees, 28 minutes, 12 seconds East with the following curve data:

Delta: 7 degrees, 35 minutes, 24 seconds  
Radius: 7420.00 feet  
Length: 982.94 feet  
Tangent: 492.19 feet  
Chord: North 25 degrees, 19 minutes, 30 seconds East -  
982.22 feet to a 5/8 inch diameter iron rod with  
plastic cap found for the North corner of said call  
1.112 acre tract;

**THENCE;** South 63 degrees, 8 minutes, 18 seconds East, at 465.47 feet pass a 5/8 inch diameter iron rod with plastic cap found for the East corner of said call 1.112 acre tract and for the West corner of a call 0.715 acre tract (Fort Bend County Clerk's File No. 1999047291), in all 827.01 feet to a 5/8 inch diameter iron rod found disturbed for the Eastmost corner of this tract; said corner being an interior corner of said call 0.715 acre tract;

**THENCE;** South 19 degrees, 40 minutes, 21 seconds West - 749.49 feet to a 5/8 inch diameter iron rod found disturbed for the Southwest corner of said call 0.715 acre tract; said corner being in the Southerly line of said 21.761 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East, at 4.93 feet pass a point for the corner of a 22.618 acre Drainage Easement tract (Fort Bend County Clerk's File No. 9537103) from which a 5/8 inch diameter iron rod found for reference in the Northerly line of said 3927.662 acre tract bears North 80 degrees, 10 minutes, 45 seconds East - 35.91 feet;

**THENCE;** South 19 degrees, 39 minutes, 59 seconds West - 131.19 feet along a Westerly line of said 22.618 acre tract to a 1/2 inch diameter iron rod found for the Southeast corner of this tract;

**THENCE;** Southwesterly, along a Northerly line of said 22.618 acre tract with the following courses and distances:

South 89 degrees, 47 minutes, 15 seconds West - 85.07 feet to a 1/2 inch diameter iron rod found for corner;

South 80 degrees, 10 minutes, 45 seconds West - 4522.49 feet to a point for the Southwest corner of this tract; said corner being the most Westerly Northwest corner of said 22.618 acre Drainage Easement tract;

**THENCE;** North 1 degree, 27 minutes, 18 seconds East - 101.97 feet along the Easterly line of the Sienna Plantation Levee Improvement District call 0.936 acre tract

(Fort Bend County Clerk's File No. 9741281) to a 5/8 inch iron rod with plastic cap found for the most Westerly Northwest corner of this tract; said corner being in the Northerly line of said 3927.662 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 2524.28 feet along the Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 43.119 Acres of Land.

**TRACT "D-1"**

**A FIELD NOTE DESCRIPTION** of 15.779 acres of Land being a portion of the UST-Pru Sienna, L.P., 60.649 acre tract (Tract "D", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being a portion of the AFG Pacific Properties, Inc. 28.239 acre tract (Fort Bend County Clerk's File No. 9537104) and being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**FOR CONNECTION,** begin at a 5/8 inch diameter iron rod found for the Southwest corner of said 28.239 acre tract; said corner being in the Northerly line of the AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) and being the Southwest corner of a call 8.057 acre tract (Fort Bend County Clerk's File No. 1999047291); **THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 286.60 feet along the Southerly line of said 28.239 acre tract, along the Northerly line of said 3927.662 acre tract and along the Southerly line of said call 8.057 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of said call 8.057 acre tract; said corner being an interior corner of a 43.119 acre tract; **THENCE;** North 19 degrees, 39 minutes, 59 seconds East, at 744.88 feet along a Westerly line of said 60.649 acre tract being along the Easterly line of Reserve "A" of Scanlin Trace Church Subdivision (Fort Bend County Clerk's Plat No. 20090099) pass a 5/8 inch diameter iron rod found disturbed for corner of said 43.119 acre tract in the Southeasterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028), in all 845.27 feet to a 5/8 inch diameter iron rod with plastic cap set in the Northwesterly right-of-way line of said Scanlin Trace for the Southwest corner of and **PLACE OF BEGINNING** for this 15.779 acre tract;

**THENCE;** North 19 degrees, 39 minutes, 59 seconds East - 682.78 feet continuing along the Westerly line of said 60.649 acre tract to a point for the Westmost Northwest corner of this tract from which a 5/8 inch diameter iron rod with plastic cap found for reference bears North 32 degrees, 58 minutes East - 0.48 feet;

**THENCE;** Northeasterly, along the Northwesterly line of said 60.649 acre tract and along the Southeasterly line of Sienna Village of Waters Lake Section Six-A Subdivision (Slide Nos. 2269B and 2270A; Plat Records of Fort Bend County, Texas), with the following courses and distances:

North 63 degrees, 12 minutes, 25 seconds East - 614.26 feet to a point for corner;

North 73 degrees, 47 minutes, 28 seconds East - 402.97 feet to a 5/8 inch iron rod with plastic cap found disturbed for the Northmost corner of this tract;

**THENCE;** South 63 degrees, 8 minutes, 57 seconds East - 99.83 feet to a 5/8 inch diameter iron rod with plastic cap set for the Eastmost corner of this tract;

**THENCE;** Southwesterly, along the Northwesterly right-of-way line of Sienna Parkway (160 feet wide, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

South 31 degrees, 23 minutes, 19 seconds West - 23.97 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

Radius: 7580.00 feet  
Delta: 8 degrees, 25 minutes, 44 seconds  
Length: 1115.11 feet  
Tangent: 558.56 feet  
Chord: South 27 degrees, 10 minutes, 27 seconds West - 1114.11 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a reverse curve to the right with the following curve data:

Radius: 35.00 feet  
Delta: 89 degrees, 17 minutes, 6 seconds  
Length: 54.54 feet  
Tangent: 34.57 feet  
Chord: South 67 degrees, 36 minutes, 8 seconds West - 49.19 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

**THENCE;** Westerly, along the Southwesterly right-of-way line of Scanlin Trace (width varies, Fort Bend County Clerk's Plat No. 20080028) with the following courses and distances:

North 67 degrees, 45 minutes, 19 seconds West - 80.34 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

Along a tangent curve to the left with the following curve data:

Radius: 850.00 feet  
Delta: 39 degrees, 44 minutes, 41 seconds  
Length: 589.62 feet  
Tangent: 307.23 feet  
Chord: North 87 degrees, 37 minutes, 40 seconds West - 577.87 feet to a 5/8 inch diameter iron rod with plastic cap set for corner;

South 72 degrees, 30 minutes, 0 seconds West - 37.34 feet to the **PLACE OF BEGINNING** and containing 15.779 Acres of Land.

**TRACT "E"**

**A FIELD NOTE DESCRIPTION** of 0.215 acre of Land being the UST-Pru Sienna, L.P., 0.215 acre tract of Land (Tract "E", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**FOR CONNECTION**, begin at a 1/2 inch inside diameter iron pipe found on the top bank of the Brazos River for the Southwest corner of said 3927.662 acre tract; Thence; North 89 degrees, 45 minutes, 41 seconds East - 793.46 feet to a point for the Southwest corner of the Sienna Plantation Levee Improvement District Parcel "B" - call 5.290 acre tract (Fort Bend County Clerk's File No. 9741281) from which a concrete monument found for reference bears North 89 degrees, 45 minutes, 41 seconds East - 81.79 feet; THENCE; North 0 degrees, 14 minutes, 19 seconds West - 329.14 feet to a point for corner; THENCE; North 20 degrees, 56 minutes, 35 seconds West - 32.99 feet to a point for the Northwest corner of said call 5.290 acre tract; THENCE; North 89 degrees, 45 minutes, 41 seconds East, at 546.02 feet pass a point for the Northeast corner of said call 5.290 acre tract, in all 661.85 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southwest corner of and **PLACE OF BEGINNING** for this 0.215 acre tract;

**THENCE;** North 30 degrees, 32 minutes, 42 seconds West - 52.12 feet along an Easterly line of the Sienna Plantation Levee Improvement District call 68.111 acre tract (Fort Bend County Clerk's File No. 9741281) to a 5/8 inch diameter iron rod with plastic cap found for the Northwest corner of this tract;

**THENCE;** North 89 degrees, 45 minutes, 41 seconds East - 220.96 feet along a Southerly line of the Sienna Plantation Levee Improvement District call 48.949 acre tract (Fort Bend County Clerk's File No. 9741281) to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract;

**THENCE;** South 0 degrees, 14 minutes, 19 seconds East - 45.00 feet along a Westerly line of said call 48.949 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

**THENCE;** South 89 degrees, 45 minutes, 41 seconds West - 194.66 feet along a Northerly line of the Sienna Plantation Levee Improvement District call 68.047 acre tract

(Fort Bend County Clerk's File No. 9741281) to the **PLACE OF BEGINNING** and containing 0.215 acre of Land.

**TRACT "F"**

1.376 acres of Land being Reserve "C" of Sienna Point Section 3 Subdivision (Fort Bend County Clerk's File No. 9897741) (Slide Nos. 1795B, 1796A, 1796B, 1797A, 1797B, and 1798A; Fort Bend County Plat Records.

**TRACT "G"**

**A FIELD NOTE DESCRIPTION** of 0.359 acre of Land being the UST-Pru Sienna, L.P., 0.359 acre tract (Tract "G", Fort Bend County Clerk's File No. 2008021731) being a portion of the M & M Sienna Properties, Ltd. 3825.541 acre tract of Land (Fort Bend County Clerk's File No. 2005116049) being the remainder of the original AFG Pacific Properties, Inc. 3927.662 acre tract (Fort Bend County Clerk's File No. 9537103) being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**BEGINNING** at a 5/8 inch diameter iron rod with cap found for the Northeast corner of a 289.342 acre tract (Tract "B", Fort Bend County Clerk's File No. 98104233); said corner being in the intersection of the centerline of the Houston Lighting and Power Company 200 foot wide easement (Volume 486, Page 840 and Volume 489, Page 526; Deed Records of Fort Bend County, Texas) with the Westerly line of the Sienna Plantation Levee Improvement District call 0.936 acre tract (Fort Bend County Clerk's File No. 9741281); said corner being in the Northerly line of said 3927.662 acre tract and being the Northeast corner of this 0.359 acre tract;

**THENCE;** South 1 degree, 27 minutes, 18 seconds West - 101.97 feet along the Easterly line of said 289.342 acre tract to a point for the Southeast corner of this tract; said corner being the Southwest corner of said 0.936 acre tract;

**THENCE;** South 80 degrees, 10 minutes, 45 seconds West - 81.80 feet along the Northerly line of a call 1.880 acre tract (Fort Bend County Clerk's File No. 9897655) to a point for corner;

**THENCE;** Southwesterly, continuing along the Northerly line of said call 1.880 acre tract being along a tangent curve to the right with the following curve data:

Delta: 10 degrees, 46 minutes, 34 seconds  
Radius: 352.00 feet  
Length: 66.20 feet  
Tangent: 33.20 feet  
Chord: South 85 degrees, 34 minutes, 2 seconds West - 66.11 feet to a point for the Southwest corner of this tract;

**THENCE;** North 9 degrees, 49 minutes, 15 seconds West - 93.79 feet along the Easterly line of a call 0.1148 acre tract (Fort Bend County Clerk's File No. 9707682) to a point for the Northwest corner of this tract; said corner being the Northeast corner



of said call 0.1148 acre tract, being in the Northerly line of said 289.342 acre tract and being in the Northerly line of said 3927.662 acre tract;

**THENCE;** North 80 degrees, 10 minutes, 45 seconds East - 167.55 feet along the Northerly line of said 289.342 acre tract and along the Northerly line of said 3927.662 acre tract to the **PLACE OF BEGINNING** and containing 0.359 acre of Land.

**TRACT "H" EASEMENT**

**A FIELD NOTE DESCRIPTION** of 9.295 acres of Land being a call 9.289 acre access easement tract (Fort Bend County Clerk's File No. 2013079099) being over and across the Sienna Plantation Municipal Utility District No. 5 call 9.289 acre tract of land (Fort Bend County Clerk's File No. 2011049918) being in the David Fitzgerald Survey, Abstract No. 25, Fort Bend County, Texas. The reference bearing for this description is North 89 degrees, 57 minutes, 50 seconds West - 10,438.35 feet being a South line of a call 7454.008 acre tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) marked on the East end by a 3/4 inch inside diameter iron pipe and on the West end by a 2 inch inside diameter iron pipe.

**BEGINNING** at an oil well sucker rod found for the most Easterly Northeast corner of the UST-Pru Sienna, L.P., 2907.536 acre tract of Land (Tract "A", Fort Bend County Clerk's File No. 2008021731); said corner being the most Easterly Northeast corner of said call 7454.008 acre tract, being the Southeast corner of a call 3.9 acre tract (Volume 553, Page 508; Deed Records of Fort Bend County, Texas) and being the Northwest corner of said call 9.289 acre tract; said corner being the Northwest corner of this 9.295 acre tract;

**THENCE;** North 89 degrees, 35 minutes, 46 seconds East - 106.97 feet along the Northerly line of said call 9.289 acre tract to a 5/8 inch diameter iron rod with plastic cap found for the Northeast corner of this tract; said corner being in the Westerly right-of-way line of State Highway FM 521;

**THENCE;** Southwesterly, along the Easterly line of said call 9.289 acre tract being along the Westerly right-of-way line of said FM 521 with the following courses and distances:

South 20 degrees, 23 minutes, 52 seconds West - 2652.03 feet to a 5/8 inch diameter iron rod with plastic cap found for corner;

Along a tangent curve to the left with the following curve data:

Radius: 11459.19 feet  
Delta: 7 degrees, 0 minutes, 52 seconds  
Length: 1402.89 feet  
Tangent: 702.32 feet  
Chord: South 16 degrees, 53 minutes, 26 seconds West - 1402.02 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract;

**THENCE;** South 89 degrees, 41 minutes, 54 seconds West - 102.88 feet along the Southerly line of said call 9.289 acre tract to a 5/8 inch diameter iron rod found for the Southwest corner of this tract; said corner being the Eastmost Southeast corner of said 2907.536 acre tract;

**THENCE;** Northeasterly, along the most easterly line of said 2907.536 acre tract and along the Westerly line of said call 9.289 acre tract, with the following courses and distances:

North 13 degrees, 48 minutes, 0 seconds East - 213.62 feet to a 5/8 inch diameter iron rod found for corner;

North 14 degrees, 40 minutes, 40 seconds East - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

North 15 degrees, 56 minutes, 20 seconds East - 201.00 feet to a 5/8 inch diameter iron rod found for corner;

North 16 degrees, 51 minutes, 10 seconds East - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

North 17 degrees, 46 minutes, 20 seconds East - 200.80 feet to a 5/8 inch diameter iron rod found for corner;

North 18 degrees, 45 minutes, 10 seconds East - 200.90 feet to a 5/8 inch diameter iron rod found for corner;

North 19 degrees, 46 minutes, 40 seconds East - 142.70 feet to a 5/8 inch diameter iron rod found for corner;

North 20 degrees, 23 minutes, 30 seconds East - 2692.80 feet to the **PLACE OF BEGINNING** and containing 9.295 acres of Land.

**EXHIBIT "B"**  
**DESCRIPTION OF ORIGINAL PROPERTY**

Section 1:

Lot 1 through Lot 58, Block 1; Lot 1 through Lot 13, Block 2; and Lot 1 through Lot 15, Block 3 of Section 1, Sienna Plantation, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2014137278, in the Official Public Records of Fort Bend County, Texas.

Section 2:

Lot 1 through Lot 10, Block 1; Lot 1 through Lot 10, Block 2; Lot 1 through Lot 7, Block 3; and Lot 1 through Lot 36, Block 4 of Sienna Village of Destrehan Section 2, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20140292, in the Official Public Records of Fort Bend County, Texas.

Section 3:

Lot 1 through Lot 38, Block 1; Lot 1 through Lot 10, Block 2; Lot 1 through Lot 8, Block 3; Lot 1 through Lot 20, Block 4; Lot 39 through Lot 55, Block 5 and Lot 56 through Lot 57, Block 6 of Sienna Village of Destrehan Section 3, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20150016, in the Official Public Records of Fort Bend County, Texas.

Section 4:

Lot 1 through Lot 14, Block 1; Lot 1 through Lot 7, Block 2; Lot 8 through Lot 18, Block 3 and Lot 19 through Lot 20, Block 4 of Sienna Village of Destrehan Section 4, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20150015, in the Official Public Records of Fort Bend County, Texas.

Section 5:

Lot 1 through Lot 25, Block 1, and Lot 1 through Lot 10, Block 2, of Sienna Village of Destrehan Section 5, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015047944, in the Official Public Records of Fort Bend County, Texas.

Section 6:

Lot 1 through Lot 13, Block 1; Lot 1 through Lot 27, Block 2; and Lot 1 through Lot 5, Block 3, of Sienna Village of Destrehan Section 6, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015047964, in the Official Public Records of Fort Bend County, Texas.

Section 7:

Lot 1 through Lot 8, Block 1; Lot 1 through Lot 10, Block 2; Lot 1 through Lot 11, Block 3 of Sienna Village of Destrehan Section 7, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015062042, in the Official Public Records of Fort Bend County, Texas.

Section 7B:

Lots 1 through 14, Block 1, Lots 1 through 5, Block 2, Lots 1 through 8, Block 3, Lots 1 through 7, Block 4, and Lots 1 through 13, Block 5, of Sienna Village of Destrehan Section 7B, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017117097, in the Official Public Records of Fort Bend County, Texas.

Section 7C:

Lots 1 through 25, Block 1; and Lots 1 through 7, Block 2, of Sienna Village of Destrehan, Section 7C, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20180223, in the Official Public Records of Fort Bend County, Texas.

Section 8:

Lot 1 through Lot 38, Block 1 of Sienna Village of Destrehan Section 8, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015047961, in the Official Public Records of Fort Bend County, Texas.

Section 9:

Lot 1 through Lot 32, Block 1; Lot 1 through Lot 9, Block 2; Lot 1 through Lot 8, Block 3; Lot 1 through Lot 17, Block 4 and Lot 1 through Lot 8, Block 5 of Sienna Village of Destrehan Section 9, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20150160, in the Official Public Records of Fort Bend County, Texas.

Section 9B:

Lots 1 through 14, Block 1 of Sienna Village of Destrehan Section 9B, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017032737, in the Official Public Records of Fort Bend County, Texas.

Section 10:

Lots 1 – 54, Block 1; Lots 1 – 22, Block 2; and Lots 1 – 21, Block 3, of Sienna Plantation Section 10, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015129663, in the Official Public Records of Fort Bend County, Texas.

Section 11:

Lots 1 – 61, Block 1; Lots 1 – 21, Block 2; Lots 1 – 19, Block 3; and Lots 1 – 3, Block 4, of Sienna Plantation Section 11, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015129593, in the Official Public Records of Fort Bend County, Texas.

Section 12:

Lots 1 – 41, Block 1; Lots 1 – 42, Block 2; and Lots 1 – 8, Block 3, of Sienna Plantation Section 12, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2015140218, in the Official Public Records of Fort Bend County, Texas.

Section 13A:

Lots 4 through 6, Block 3; Lots 1 through 10, Block 4; and Lots 1 through 10, Block 5, Sienna Plantation, Section 13A and 13B, Partial Replat No. 2, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017099965, in the Official Public Records of Fort Bend County, Texas; and Lots 1 through 5, Block 1; Lots 14 through 22, Block 3; and Lots 1 through 9, Block 4, Sienna Plantation, Section 13A and 13B, Partial Replat No. 3, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017099972, in the Official Public Records of Fort Bend County, Texas.

Section 13B:

Lots 1 through 12, Block 1; Lots 1 through 6, Block 2; and Lots 1 through 3, Block 3, Sienna Plantation, Section 13A and 13B, Partial Replat No. 2, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017099965, in the Official Public Records of Fort Bend County, Texas; and Lots 6 through 10, Block 1; Lots 1 through 7, Block 2; and Lots 1 through 13, Block 3, Sienna Plantation, Section 13A and 13B, Partial Replat No. 3, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017099972, in the Official Public Records of Fort Bend County, Texas.

Section 14:

Lots 1 through 21, Block 1; Lots 1 through 54, Block 2, Lots 1 through 11, Block 3, and Lots 1 through 14, Block 4, of Sienna Plantation, Section 14, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20180256 in the Plat Records of Fort Bend County, Texas.

Section 15A:

Lots 1 through 21, Block 1; Lots 1 through 18, Block 2; and Lots 1 through 12, Block 3, of Sienna Plantation, Section 15A, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2019005015 in the Plat Records of Fort Bend County, Texas

Section 16:

Lots 1 through 16, Block 1; Lots 2 through 23, Block 2, Lots 1 through 58, Block 3, and Lots 1 through 25, Block 4, of Sienna Plantation, Section 16, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 20180258 in the Plat Records of Fort Bend County, Texas.

Section 17A:

Lots 1 through 20, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 12, Block 3, of Sienna Plantation, Section 17A, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2019005082 in the Plat Records of Fort Bend County, Texas.

Section 20:

Lots 1 – 100, Block 1 and Lots 1 – 12, Block 2 of Sienna Plantation Section 20, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2016119229, in the Official Public Records of Fort Bend County, Texas.

Section 21:

Lots 1 through 57, Block 1; Lots 1 through 23, Block 2; Lots 1 through 30, Block 3; Lots 1 through 7, Block 4; and Lots 1 through 28, Block 5, of Sienna Plantation, Section 21, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017043522, in the Official Public Records of Fort Bend County, Texas.

Section 22:

Lots 1 through 5, Block 1; Lots 1 through 35, Block 2; and Lots 1 through 36, Block 3; of Sienna Plantation, Section 22, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017116933, in the Official Public Records of Fort Bend County, Texas.

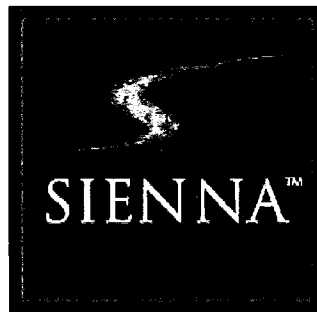
Section 23:

Lots 1 through 40, Block 1; Lots 1 through 15, Block 2; and Lots 1 through 19, Block 3; of Sienna Plantation, Section 23, a subdivision located in Fort Bend County, Texas according to the map or plat recorded at Document No. 2017043539, in the Official Public Records of Fort Bend County, Texas.



**AFTER RECORDING RETURN TO:**  
**ROBERT D. BURTON**  
**WINSTEAD PC**  
**401 CONGRESS AVE., SUITE 2100**  
**AUSTIN, TEXAS 78701**  
**RBURTON@WINSTEAD.COM**

**WINSTEAD**  
ATTORNEYS



**FIRST AMENDMENT TO**  
**SIENNA PLANTATION AMENDED AND RESTATED**  
**MASTER COVENANT**

*[Sienna Plantation Community Association, Inc.]*

*A Mixed-Use Master Planned Community in  
Fort Bend County, Texas*

**Declarant:** TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company

Cross reference to that certain **Sienna Plantation Amended and Restated Master Covenant [Sienna Plantation Community Association, Inc.]**, recorded as Document No. 2019035843 in the Official Public Records of Fort Bend County, Texas.





**FIRST AMENDMENT TO  
SIENNA PLANTATION AMENDED AND RESTATED MASTER COVENANT**

*[Sienna Plantation Community Association, Inc.]*

This First Amendment to Sienna Plantation Amended and Restated Master Covenant [Sienna Plantation Community Association, Inc.] (the "**First Amendment**"), is made by **TOLL-GTIS PROPERTY OWNER, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

**RECITALS**

**A.** Declarant previously recorded that certain Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), recorded as Document No. 2019035843 in the Official Public Records of Fort Bend County, Texas (the "**Master Covenant**").

**B.** Pursuant to *Section 10.03* of the Master Covenant, the Master Covenant may be amended by Declarant, acting alone.

**C.** Declarant desires to amend, supplement and modify the Master Covenant as set forth hereinbelow.

**NOW, THEREFORE**, Declarant hereby amends, supplements and modifies the Master Covenant as follows:

**1. Definitions.** *Article 1* of the Master Covenant is hereby amended to add the following definition:

**"Maximum Number of Lots"** means the maximum number of Lots that may be created and made subject to the terms and provisions of this Covenant. The Maximum Number of Lots for the purpose of this Covenant is ten thousand (10,000).

**2. Governance.** *Section 3.04(a)* of the Master Covenant is hereby deleted in its entirety and replaced with the following:

(a) **Board of Directors.**

(i) The Board will consist of at least three (3) but no more than seven (7) individuals elected at the annual meeting of the Association or at a special meeting called for such purpose.

(ii) During the Declarant Control Period, Declarant will have the exclusive authority to appoint and remove all directors and officers of the Association. Within one hundred twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots that may be created

under this Declaration have been conveyed to Owners other than Declarant or a homebuilder, the Board will call a meeting of Members of the Association for the purpose of electing one-third (1/3) of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

- (iii) The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1)-year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this First Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 24<sup>th</sup> day of January, 2024.

**DECLARANT:**

**TOLL-GTIS PROPERTY OWNER, LLC,**  
a Texas limited liability company

By: *JF Jenkins*  
Printed Name: JIMMIE F JENKINS  
Title: AUTHORIZED REPRESENTATIVE

THE STATE OF TEXAS       §  
  §  
COUNTY OF Harris       §

This instrument was acknowledged before me this 24 day of January, 2024 by Jimmie Jenkins, Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

*Tiffany Kay Brandt*  
Notary Public Signature

