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WINSTEAD
ATTORNEYS



SIENNA PLANTATION
AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

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

THIS DOCUMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN SIENNA PLANTATION DEVELOPMENT AREA DECLARATION [RESIDENTIAL], RECORDED IN DOCUMENT NO. 2015009465, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AS AMENDED BY THAT CERTAIN SIENNA PLANTATION FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION [RESIDENTIAL], RECORDED IN DOCUMENT NO. 2015120557, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

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

Cross reference to 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.



SIENNA PLANTATION
AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS	2
ARTICLE 2 USE RESTRICTIONS.....	3
2.01 Use Restrictions.....	3
2.02 Rentals.....	4
2.03 Trash Containers.....	4
2.04 Unsightly Articles; Vehicles	4
2.05 Outside Burning.....	5
2.06 Hazardous Activities	5
2.07 Animals - Household Pets.....	5
2.08 Maintenance.....	6
2.09 Antennae.....	6
2.10 Signs	8
2.11 Flags.....	9
ARTICLE 3 CONSTRUCTION RESTRICTIONS	10
3.01 Construction of Improvements	10
3.02 Utility Lines	10
3.03 Garages	10
3.04 Fences	11
3.05 Driveways and Sidewalks.....	11
3.06 HVAC Location	11
3.07 Landscaping.....	11
3.08 Xeriscaping.....	12
3.09 Foundation Shielding	14
3.10 Solar Energy Device	14
3.11 Rainwater Harvesting Systems	15

Table of Contents (continued)

	Page
ARTICLE 4 DEVELOPMENT	16
4.01 Notice of Annexation	16
4.02 Withdrawal of Land	17
4.03 Assignment of Declarant's Rights	17
ARTICLE 5 GENERAL PROVISIONS	18
5.01 Term	18
5.02 Amendment	18
5.03 Notices	18
5.04 Interpretation	19
5.05 Gender	19
5.06 Enforcement and Nonwaiver	19
5.07 Construction	19



SIENNA PLANTATION
AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

This Sienna Plantation Amended and Restated Development Area Declaration [Residential] (this “**Development Area Declaration**”) is made by **TOLL-GTIS PROPERTY OWNER, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

RECITALS

A. Pursuant to that certain Sienna Plantation Master Covenant, recorded as Document No. 2015009259, Official Public Records of Fort Bend County, Texas, as amended (collectively, the “**Original Covenant**”), Declarant previously recorded that certain Sienna Plantation Development Area Declaration [Residential], recorded in Document No. 2015009465, Official Public Records of Fort Bend County, Texas, as amended by that certain Sienna Plantation First Amendment to Development Area Declaration [Residential], recorded in Document No. 2015120557, Official Public Records of Fort Bend County, Texas (collectively, the “**Original Development Area Declaration**”).

B. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant may amend the Original Development Area Declaration acting alone.

C. Pursuant to the provisions of that certain Sienna Plantation Amended and Restated Master Covenant recorded as Document No. 2019035843 in the Official Public Records of Fort Bend County, Texas (the “**Covenant**”), this Development Area Declaration is filed with respect to that certain real property located in Fort Bend County, Texas, as more particularly described on **Exhibit “A”** attached hereto (the “**Development Area**”), which was heretofore subjected to the Original Development Area Declaration by the Recording of one or more Notices of Annexation, and shall constitute a portion of the Development and be governed by and fully subject to the Covenant and this Development Area Declaration as an amendment and restatement of the Original Development Area Declaration in its entirety.

A Development Area is any part of the Development (less than the whole), which Development Area may be subject to this Development Area Declaration in addition to being subject to the Covenant.

D. Declarant intends for this Development Area Declaration to serve as one of the “Development Area Declarations” permitted under the Covenant and desires that the Development Area described and identified in Recital C hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

E. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Covenant, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

F. Upon the further Recording of one or more Notices of Annexation, additional portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the “**Development Area**”.

G. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant desires to and hereby so does amend and restate the Original Development Area Declaration in its entirety as set forth herein.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area, which had heretofore been subjected to the Original Development Area Declaration, and those portions of the Property as and when made subject to this Development Area Declaration 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) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration 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; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant. Unless the context otherwise specifies or requires, all other capitalized terms when used in this Development Area Declaration shall have the following meanings:

“Rainwater Harvesting System” means one or more rain barrels, tanks, or rainwater harvesting systems used to collect and store rainwater runoff from roofs or downspouts for later reuse.

“Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

ARTICLE 2 USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes.

No professional, business, or commercial activity shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with Applicable Law; (b) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development; (e) the business does not, in the Board’s judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. For the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence in compliance with *Section*

2.02 below shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

2.02 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases shall be in writing. Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Notwithstanding the foregoing, any sensitive personal information may be redacted or otherwise made unreadable or indecipherable from any lease notice provided to the Board, including social security number, driver's license number, government-issued identification number of account, and credit card or debit card number. All leases must be for the entire residence. The rental of any Lot and the Improvements thereon by the Owner does not relieve the Owner from compliance with the Documents. During the lease term for any residential lease, the lessee, and not the Owner, shall be the party entitled to utilize all amenities within the Common Area and Special Common Area which are restricted to Owner and Occupant access and use. The Owner shall be prohibited from access to and use of such amenities until the Owner's Lot is no longer subject to the terms of such residential lease agreement.

2.03 Trash Containers. Trash containers and recycling bins must be properly stored and screened from view.

2.04 Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property, Common Area, Special Common Area, or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (y) in enclosed garages; and (z) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Sienna Plantation Reviewer shall be permitted.

2.05 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces and fire pits, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Sienna Plantation Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.06 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Sienna Plantation Reviewer and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units or contained fire pits while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.07 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than three (3) domestic pets in the aggregate. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law.

2.08 Maintenance. The Owners of each Lot will jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing and edging.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free of turf grass.
- (viii) Keeping sidewalks and driveways in good repair.
- (ix) Complying with Applicable Law.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.
- (xii) Maintaining of the ST Landscape Area as defined and set forth in *Section 3.07* hereinbelow.

2.09 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Sienna Plantation Reviewer; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(iv) (collectively, (i) through (iii) are referred to herein as the “**Permitted Antennas**”) may be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Sienna Plantation Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(v) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot. Neither the Permitted Antenna nor any of its equipment may encroach upon any street, easement, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Sienna Plantation Reviewer are as follows:

(A) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(B) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Sienna Plantation Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted; HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Sienna Plantation Reviewer from time to time. Please contact the Sienna Plantation Reviewer for the current rules regarding installation and placement.

2.10 Signs. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Sienna Plantation Reviewer, except for:

(a) Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(f) Political Signs. Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) No Soliciting Signs. A “no soliciting” sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.11 Flags. Owners are permitted to display certain flags on the Owner’s Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (“**Permitted Flag**”) and permitted to install a flagpole no more than five feet (5’) in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (“**Permitted Flagpole**”). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Sienna Plantation Reviewer. Approval by the Sienna Plantation Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot (“**Freestanding Flagpole**”).

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Sienna Plantation Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5’) in length and any Freestanding Flagpole must be no more than twenty feet (20’) in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3’ x 5’);

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which will not be aimed towards or directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Sienna Plantation Reviewer in accordance with the Covenant. Pursuant to *Section 6.04(b)* of the Covenant, the Sienna Plantation Reviewer may adopt Design Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Sienna Plantation Reviewer as authorized by the Covenant.

3.02 Utility Lines. Unless otherwise approved by the Sienna Plantation Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, or concealed in or under buildings or other structures.

3.03 Garages. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2) automobiles. All garages shall be approved in advance of construction by the Sienna Plantation Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening of a garage must be approved in advance by the Sienna Plantation Reviewer, unless otherwise set forth in the Design Guidelines.

3.04 Fences. No fence may be constructed on the Development Area without the prior written consent of the Sienna Plantation Reviewer. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.05 Driveways and Sidewalks. The design, construction material, and location of: (a) all driveways, (b) all sidewalks, and (c) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Sienna Plantation Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining and repairing the driveway and sidewalk on such Owner's Lot.

3.06 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Sienna Plantation Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened in a manner approved in advance by the Sienna Plantation Reviewer, or as otherwise set forth in the Design Guidelines.

3.07 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines. In addition, each Owner will be responsible, at such Owner's sole cost and expense, for installing and maintaining an automatic irrigation system to serve the landscaped areas of the front yard of each Lot (the "**Yard Landscape Area**"). The automatic irrigation system must comply with Applicable Law. Each Owner shall further ensure that the automatic irrigation system does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. Each Owner shall also be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area has been assumed by the Association in a Recorded written instrument. Specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any Street Trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board.

In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area or the ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner

otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work 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 3.07* will be a personal obligation of the Owner of the Lot. If such Owner fails to pay such costs, expenses and other fees upon demand by the Association, such costs, expenses and fees (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH 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 3.07* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE 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.

3.08 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Sienna Plantation Reviewer. All Owners implementing Xeriscaping are encouraged to refer to the list of approved plans, if any, set forth in the Design Guidelines when designing their proposed Xeriscaping and otherwise comply with the following:

(a) **Application.** Approval by the Sienna Plantation Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Sienna Plantation Reviewer for Xeriscaping, the Owner shall provide the Sienna Plantation Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Sienna Plantation Reviewer is not responsible for: (A) errors or omissions in the Xeriscaping Application submitted to the Sienna Plantation Reviewer for approval; (B) supervising installation or construction to confirm

compliance with an approved Xeriscaping Application or (C) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Sienna Plantation Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Sienna Plantation Reviewer. For purposes of this *Section 3.08(b)(i)*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Sienna Plantation Reviewer determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Sienna Plantation Reviewer

(iii) Notwithstanding anything to the contrary contained herein, Owners shall in no event be permitted to install gravel, rocks or cacti that encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard without advanced written approval of the Sienna Plantation Reviewer.

(c) Process. The Sienna Plantation Reviewer will review the Xeriscaping Application in accordance with the terms and provisions of *Article 6* of the Covenant. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.08* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Sienna Plantation Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping

Application, the Sienna Plantation Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Sienna Plantation Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.09 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.10 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Sienna Plantation Reviewer, or after the expiration or termination of the Development Period the SPCAI-ARC, in accordance with the procedures and requirements set forth below:

(a) Application. To obtain Sienna Plantation Reviewer approval of a Solar Energy Device, the Owner shall provide the Sienna Plantation Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Sienna Plantation Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Sienna Plantation Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.10(c)* below **UNLESS** the Sienna Plantation Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.10(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Sienna Plantation Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Sienna Plantation Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Sienna Plantation Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Sienna Plantation Reviewer. If the Owner desires to contest the alternate location proposed by the Sienna Plantation Reviewer, the Owner should submit information to the Sienna Plantation Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line; and

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.11 Rainwater Harvesting Systems. Rainwater Harvesting Systems may be installed with the advance written approval of the Sienna Plantation Reviewer.

(a) Application. To obtain the Sienna Plantation Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Sienna Plantation Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Sienna Plantation Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by

the Board, and the Board need not adhere to this Section when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Sienna Plantation Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Sienna Plantation Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Sienna Plantation Reviewer.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Sienna Plantation Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Sienna Plantation Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Sienna Plantation Reviewer.

ARTICLE 4 DEVELOPMENT

4.01 Notice of Annexation. Upon Recording, this Development Area Declaration 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 Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation in accordance with *Section 9.05* of the Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Annexation filed pursuant to *Section 9.05* of the Covenant containing the following provisions:

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and
- (c) A legal description of the added land.

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

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration 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, and duties hereunder.

ARTICLE 5 GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, 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 Development Area Declaration is Recorded, and continuing through and including January 1, 2093, after which time this Development Area Declaration 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, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. 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 Neighborhood Delegate system of voting is not applicable to an amendment as contemplated in this *Section 5.01*, 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 5.01* to the contrary, if any provision of this Development Area Declaration 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.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (a) the Declarant, acting alone; or (b) 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. If applicable, the Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually.

5.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and given in accordance with *Section 10.17* of the Covenant, or as otherwise required by Applicable Law.

5.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05 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.

5.06 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.07 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED to be effective the 9th day of April, 2019.

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.

Rachel Nicole Maybray
Notary Public Signature

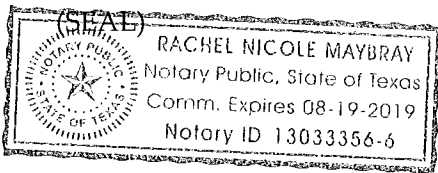


EXHIBIT "A"

DESCRIPTION OF DEVELOPMENT AREA

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.

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Official Public Records
5/16/2024 12:14 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 27.00



**FIRST AMENDMENT TO THE
SIENNA PLANTATION AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]**

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

Cross-reference to 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, and Sienna Plantation Amended and Restated Development Area Declaration [Residential], recorded under Document No. 2019036022 in the Official Public Records of Fort Bend County, Texas.

**FIRST AMENDMENT TO THE
SIENNA PLANTATION AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This First Amendment to the Sienna Plantation Amended and Restated Development Area Declaration [Residential] (this "*Amendment*") is made by Toll-GTIS Property Owner LLC, a Texas limited liability company ("*Declarant*").

RECITALS:

Declarant filed that certain Sienna Plantation Amended and Restated Development Area Declaration [Residential] in the Official Public Records of Fort Bend County, Texas under Clerk's File No. 2019036022, as same has been and may be amended and supplemented from time to time (the "*Development Area Declaration*").

Reference is made to the Development Area Declaration for all purposes and the capitalized terms used in this Amendment have the meanings set forth in the Development Area Declaration, unless otherwise specified in this Amendment.

Article 5, Section 5.02 of the Development Area Declaration provides that the Development Area Declaration may be amended by the Recording of an instrument setting forth the amendment and executed and acknowledged by Declarant, acting alone.

Declarant desires to amend the Development Area Declaration pursuant to the rights reserved to it in the Development Area Declaration.

AMENDMENT:

Pursuant to the authority granted to Declarant in the Development Area Declaration, Declarant amends the Development Area Declaration as follows:

1. Article 2, Section 2.04 of the Development Area Declaration, entitled "*Unightly Articles; Vehicles*", is amended in its entirety to read as follows:

2.04 Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property, Common Area, Special Common Area, or from public or private thoroughfares. Service areas, storage areas, compost piles, and facilities for hanging, drying, and airing clothing or household fabrics must be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash may be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or if appropriately screened from view. Except when in use, all garden maintenance equipment must be kept either in an enclosed structure or screened from view, and no maintenance work may be conducted on garden maintenance equipment (other than minor emergency repairs) except in an enclosed garage or other structure.

The Association may establish from time to time reasonable Rules regarding the use, maintenance, and parking of vehicles within the Development Area, including on the private and public streets in the Development Area, and the Association has discretion to determine the various types of vehicles that fall within the scope of such Rules. The Association has the right to enforce the limitations on parking and vehicles set forth in such Rules, if any.

Except as amended by this Amendment, the Development Area Declaration remains in full force and effect.

If any provision of this Amendment is found to be in conflict with the Development Area Declaration, this Amendment will control.

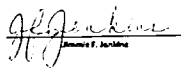
This Amendment is effective upon Recording in the Official Public Records of Fort Bend County, Texas.

[SIGNATURE PAGE FOLLOWS]

SIGNED this the 15th day of May, 2024.

DECLARANT:

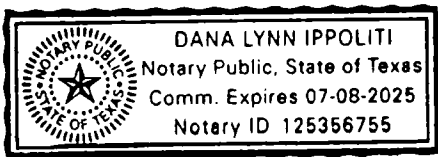
Toll-GTIS Property Owner LLC, a Texas limited liability company

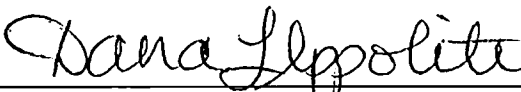
By: 
Print Name: Jimmie F. Jenkins
Title: Authorized Representative

STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 15th day of May, 2024, by Jimmie F. Jenkins, the Authorized Representative of Toll-GTIS Property Owner LLC, a Texas limited liability company, on behalf of such company.




Notary Public – State of Texas

After recording return to:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056