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**SIENNA**  
**FIRST AMENDED AND RESTATED**  
**SUPPLEMENTAL DECLARATION OF COVENANTS,**  
**CONDITIONS, AND RESTRICTIONS**  
**[SIENNA DUPLEXES]**

**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.

Sienna First Amended and Restated  
Supplemental Declaration of Covenants, Conditions, and Restrictions  
[Sienna Duplexes]



SIENNA

FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
[SIENNA DUPLEXES]

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SIENNA

FRIST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

[SIENNA DUPLEXES]

This Sienna First Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions [*Sienna Duplexes*] is made and executed by **TOLL-GTIS PROPERTY OWNER LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

**R E C I T A L S**

A. Pursuant to that certain Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), Recorded under Document No. 2019035843 in the Official Public Records of Fort Bend County, Texas, as amended (the “**Covenant**”), Declarant previously Recorded (i) that certain Sienna Plantation Amended and Restated Development Area Declaration [Residential] under Document No. 2019036022 in the Official Public Records of Fort Bend County, Texas (the “**Development Area Declaration**”), and (ii) that certain Sienna Amended and Restated Notice of Annexation [Residential] Section 39A, under Document No. 2021117039 in the Official Public Records of Fort Bend County, Texas (the “**Notice of Annexation**”).

B. Pursuant to the Notice of Annexation, the Development Area may be subjected to supplemental restrictions by the Recording of such supplemental restrictions in the Official Public Records of Fort Bend County, Texas.

C. Pursuant to the Notice of Annexation, that certain Sienna Supplemental Declaration of Covenants, Conditions, and Restrictions [Sienna Duplexes] was Recorded under Document No. 2021207028 in the Official Public Records of Fort Bend County, Texas (the “**Original Supplemental Declaration**”).

D. *Section 7.1* of the Original Supplemental Declaration provides that the Original Supplemental Declaration may be amended by the Recording of an instrument setting forth the amendment executed by Declarant, acting alone.

E. Declarant desires to amend and restate the Original Supplemental Declaration and replace it in its entirety with this Sienna First Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions [*Sienna Duplexes*] (this “**Supplemental Declaration**”), pursuant to the power reserved to Declarant in the Original Supplemental Declaration.

F. This Supplemental Declaration will be applicable to and encumber that certain property subject to the Notice of Annexation, as well as any additional property annexed into this Supplemental Declaration pursuant to *Section 7.8* herein and *Section 9.05* of the Covenant (collectively, the “**Development Area**”).

G. Declarant desires to and hereby so does further subject the Development Area to the supplemental restrictions, conditions and covenants in this Supplemental Declaration, as set forth herein. This Supplemental Declaration shall be a supplement to the Development Area Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) that all of the Development Area, which had heretofore been subjected to the Covenant and Development Area Declaration, will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which will run with such portions of the Development Area and will be binding upon all parties having right, title, or interest in or to such portions of the Development Area 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 Development Area which are made subject to this Supplemental 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 Supplemental Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Development Area Declaration and the Covenant.

The provisions of the Original Supplemental Declaration that are not being amended by this Declaration are being restated in this Supplemental Declaration for ease of reference and the purpose of completeness.

## ARTICLE 1 DEFINITIONS

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

“**Area of Common Responsibility**” means those portions of a Lot, Structure, or Dwelling that are designated, from time to time, by this Supplemental Declaration or the Association to be maintained, repaired, and replaced by the Association, as a Service Area Expense.

**“Maintain”** or **“Maintenance”** means maintenance, repair, or replacement, as context or circumstances may require.

**“Dwelling”** means the single family residence located on a Lot, together with any garage incorporated therein, whether or not the Dwelling is occupied for residential purposes. With respect to the Development Area only, all references to a “residence” in the Development Area Declaration are hereby replaced with the term “Dwelling”, as defined herein.

**“Structure”** means a building containing two (2) or more Dwellings that: (i) is located on two (2) or more adjacent Lots; and (ii) has one (1) or more Party Walls (as defined in *Section 2.2* of this Supplemental Declaration) separating the Dwellings comprising such building.

## ARTICLE 2 ADDITIONAL USE RESTRICTIONS

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

**2.1 Use Restrictions.** Notwithstanding any provision in this Supplemental Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, the Special Common Area, any Lot, or any portion of the Development Area owned by Declarant such facilities and may conduct such activities which, in Declarant’s sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Dwellings constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area and the Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area and the Special Common Area for the purpose of making, constructing, and installing Improvements upon the Common Area and the Special Common Area.

**2.2 Party Walls.** A fence or wall located on or near the dividing line between two (2) Lots or Dwellings constructed upon such Lots and intended to benefit both Lots constitutes a **“Party Wall”**. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

2.2.1 Encroachments and Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section 2.2.1. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

2.2.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the Party Wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Sienna Plantation Reviewer in accordance with *Article 6* of the Covenant.

2.2.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Fort Bend County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

2.2.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Sienna Plantation Reviewer.

2.3 Water Quality Facilities, Drainage Facilities, and Drainage Ponds. The Property may include one or more water treatment plants, wastewater treatment plants, water quality facilities, sedimentation facilities, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association to periodically maintain such facilities. Each Owner is advised that the water treatment plants, wastewater treatment plants, water quality facilities, sedimentation

facilities, drainage and detention facilities, and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water treatment plants, wastewater treatment plants, water quality facilities, sedimentation facilities, drainage and detention facilities, or ponds may result in injury and is a violation of the Documents.

**2.4 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**2.5 Compliance with Documents.** Each Owner, his or her family, and the Owner's tenants, guests, invitees, and licensees shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, by the Board on behalf of the Association, by the Sienna Plantation Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest 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 (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH SUCH OWNER SHALL RELEASE 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 2.5 (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.

**2.6 Insurance Rates.** Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.



**2.7 Release.** EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE SIENNA PLANTATION REVIEWER, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

### ARTICLE 3 MAINTENANCE AND REPAIR OBLIGATIONS

**3.1 Overview.** Generally, each Owner maintains his or her Lot and the Structure and Dwelling located thereon. If any Owner fails to maintain his or her Lot and the Structure and Dwelling located thereon, the Association may perform the work at the Owner's expense. This Supplemental Declaration provides for designating portions of the Lots as the Area of Common Responsibility. Notwithstanding any provision contained herein to the contrary, the Area of Common Responsibility is maintained by the Association and not the Owner.

**3.2 Area of Common Responsibility.** The Association, acting through its members only, has the right but not the duty to designate, from time to time, portions of a Structure, Dwelling, and Lot as an Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a Service Area Expense. A designation applies to all Lots in the Development Area. The cost of maintaining the Area of Common Responsibility is assessed uniformly against all Lots in the Development Area as a Service Area Assessment, unless, after expiration of the Development Period, the Owners of at least a majority of the Lots within the Development Area decide to assess the costs as Individual Assessments. **As of the date of this Supplemental Declaration, the Area of Common Responsibility is comprised of the front, side, and rear yard area of each Lot.**

**3.2.1 Easement.** The Association is hereby granted an easement over and across each Structure, Lot, and Dwelling to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair, and/or replace the Area of Common Responsibility, as provided in this Supplemental Declaration. Unless otherwise agreed to by the Owner of the Lot to be accessed, access to the Area of Common Responsibility is limited to Monday through Friday, between the hours of 7 a.m. and 6 p.m., and then only in conjunction with actual maintenance activities. If the Association damages any Improvements located within a Structure, Lot, or Dwelling in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's

expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

3.2.2 Change in Designation. Declarant during the Development Period, and the Association may, from time to time, include additional components of Structures, Lots and Dwellings within the Area of Common Responsibility; however, unless otherwise approved by Declarant during the Development Period, in no event may the Association at any time remove from the Area of Common Responsibility components of Structures, Lots, or Dwellings previously designated as an Area of Common Responsibility under this Supplemental Declaration. During the Development Period, any addition to the Area of Common Responsibility must also be approved by Declarant. Notwithstanding anything contained herein, after expiration or termination of the Development Period, any modification or amendment to the Area of Common Responsibility must be approved by at least eighty percent (80%) of the Owners of the Lots currently within the Area of Common Responsibility. During the Development Period, the Area of Common Responsibility may be modified or amended by Declarant, acting alone, and at the expiration or termination of the Development Period the Area of Common Responsibility may be modified or amended by the Board. Any modification or amendment to the Area of Common Responsibility must be recorded in the Official Public Records of Fort Bend County, Texas.

3.3 Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Supplemental Declaration, the Association maintains, repairs and replaces the portions of the Development Area listed below, regardless of whether the portions are on an Owner's Lot:

- (i) the Area of Common Responsibility, as further provided in Attachment 1, attached to and incorporated in this Supplemental Declaration for all purposes;
- (ii) any real and personal property owned by the Association; and
- (iii) any portion of the Development Area, any item, easements or services, the maintenance of which is assigned to the Association by this Supplemental Declaration or in accordance with any Recorded easement or Recorded plat of the Development Area.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Supplemental Declaration; (ii) such maintenance responsibility is otherwise assumed by or assigned to an Owner; or (iii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment, or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant that is the responsibility of the Association hereunder will be performed at the sole expense of such Owner or Occupant and the Owner and Occupant will not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

In no event shall the Association be liable for repair or replacement of any consequential or incidental damage to the interior of a Dwelling which may result, whether foreseen or unforeseen, from the Association's repairs and/or activities. The Association will not be liable to any Owner or Occupant of any Lot for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any Lot. The Association will not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this *Section 3.3* where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Supplemental Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law, ordinance, order, or directive of any municipal or other governmental authority.

**3.4 Owner Responsibility.** Save and except the Area of Common Responsibility designated in Section 3.2 of this Supplemental Declaration, all maintenance of the Improvements on a Lot is the sole responsibility of the Owner of the Lot, and such maintenance must be performed as provided in this Supplemental Declaration. In the event that the Board determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which the Owner is responsible pursuant to this Supplemental Declaration; or (b) that the need for any maintenance, repair, or replacement which is the responsibility of the Association is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in addition to the enforcement and self-help remedies set forth in the Covenant, the Association may turn this matter over to its attorney for further handling or the Association may perform the repair, replacement, or maintenance and must, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice must set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner will have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which must be completed within a reasonable time. If any Owner does not comply with the provisions of this Section, the Association may provide any such maintenance, repair, or replacement and bill the Owner 110% of such cost and expenses, plus a \$50.00 administrative fee, such bill to be due upon receipt and if not timely paid, such bill will be

added to and become a part of the Assessment as an Individual Assessment to which such Owner is subject and will become a lien against the Lot.

In addition to the maintenance obligations set forth above, every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of their Lot:

- (i) to promptly remove all litter, trash, debris, refuse, and wastes;
- (ii) to keep trash containers and recycling bins properly stored and screened from view;
- (iii) to repair exterior damage and wear and tear to Improvements;
- (iv) to keep sidewalks and driveways in good repair;
- (v) to maintain, repair, and replace the Structure and Dwelling located on the Owner's Lot and any Improvements which exclusively serve such Owner's Lot, except for the Area of Common Responsibility;
- (vi) to not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Development Area, reduce the value thereof, or impair any easement or real property right thereto;
- (vii) to be responsible for his own willful or negligent acts and those of the Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Area, Special Common Area, or the property of another Owner, or any component of the Development Area for which the Association has maintenance and/or insurance responsibility;
- (viii) to perform his or her responsibilities in such manner so as not to unreasonably disturb other Owners and Occupants; and
- (ix) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.

**3.5 Shared Improvements.** Maintenance, repair, and replacement of Improvements that are shared by the Owners ("*Adjoining Owners*") of the adjoining Lots where the Dwellings are situated ("*Adjoining Lots*") are set forth below. These shared improvements are referred to in this Supplemental Declaration as the "*Shared Improvements*". By way of illustration and not limitation, the following items may be Shared Improvements: entryways, exterior security lighting, roofs, decking beneath roofs, common foundations, common concrete footings which run along and underneath Party Walls, common underground water lines (if any), exterior facia and brick on common walls of a Structure, and driveways, walkways, and other paved areas serving the

Adjoining Lots where the Dwellings are situated. Shared Improvements will also be subject to the following:

(i) Right to Repair. If a Shared Improvement is damaged or destroyed from any cause, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Shared Improvement to its previous condition, and the other Owner or Owners that the Shared Improvement serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Shared Improvement. No Shared Improvement may be constructed, repaired, or rebuilt without the advance written approval of the Sienna Plantation Reviewer in accordance with *Article 6* of the Covenant.

(ii) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of Shared Improvements, subject to the right of one Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of a Shared Improvement, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Shared Improvement, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Fort Bend County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(iii) Alterations. The Owner of a Lot sharing a Shared Improvement may not alter or change the Shared Improvement in any manner that affects the use, condition, or appearance of the Shared Improvement to the adjoining Lot. The Shared Improvement will always remain in the same location as when constructed unless otherwise approved by the Owner of each Lot sharing the Shared Improvement and the Sienna Plantation Reviewer.

(iv) Dispute Resolution. In the event of any dispute arising concerning a Shared Improvement, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request

by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. 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) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest 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 (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

(v) Shared Improvements Access. In the event that any maintenance, repair, or replacement to a Shared Improvement is deemed necessary, each Adjoining Owner impacted by the maintenance, repair, or replacement must cooperate and provide access to and across their Lot to each other Adjoining Owner, including any third-party contractors providing services to the Adjoining Owner, for the purpose of effectuating such maintenance, repair, or replacement. The conditions for such access are established by and between the Adjoining Owners, which are covenants running with the land and are binding on both the Adjoining Owners and all of their respective heirs, successors, and assigns forever to-wit:

(a) The Adjoining Owner desiring to be granted access to and across the Adjoining Lot must replace or return to its existing condition any fencing, landscaping, or other items on the Adjoining Lot that he or she may disturb during construction, repair, or maintenance, save and except as set forth below in subsection (b).

(b) The Adjoining Lot, when used by an Adjoining Owner, must be left clean and unobstructed, unless the Adjoining Lot is actively being utilized, and any items removed from the Adjoining Lot must be replaced.

(c) The Adjoining Owner desiring to be granted access to and across the Adjoining Lot must notify the other Adjoining Owner of his or her intent to do any construction, repair, or maintenance at

least 48 hours prior to starting any work. The hours that the Adjoining Lot may be used for construction, repair, or maintenance are between 8:00 a.m. and 5:00 p.m. on Monday through Friday, between 9:00 a.m. and 6:00 p.m. on Saturday, and between 12:00 p.m. and 6:00 p.m. on Sunday. Notwithstanding the above, in case of an emergency, and to prevent imminent danger to a Dwelling or Structure or the occupants of a Dwelling or Structure, the Adjoining Owner desiring to be granted access to and across the Adjoining Lot may enter upon the Adjoining Lot at whatever time is necessary and without prior notice to the Owner of the Adjoining Lot to do whatever repairs to the Shared Improvements serving the Adjoining Lots that are necessary.

**3.6 Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities regarding the Association and an Owner, the dispute will be resolved by the Board, and the Board will delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its sole and absolute discretion.

#### ARTICLE 4 INSURANCE

**4.1 Association's Responsibility for Insurance.** The Association will comply with the following insurance requirements.

4.1.1 The Board or its duly authorized agent have the authority to and may obtain insurance for all insurable Improvements that it has the obligation to maintain, repair, or replace, if any. This insurance will cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and will be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

4.1.2 The Board may obtain a general liability policy covering the Association for all damage or injury caused by the negligence of the Association or any of its Directors or agents, and, if reasonably available, directors' and officers' liability insurance.

4.1.3 In addition to the other insurance required by this Section, the Board may obtain, if and to the extent necessary, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage will be determined in the directors' best business judgment. Bonds will contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

#### 4.2 Owner's Responsibility for Insurance.

4.2.1 Required Insurance. The Owner of each Lot must obtain property insurance to insure the Lot, Structure, Dwelling, and all other fixtures, equipment, and other Improvements pertaining to the Lot (the "**Required Insurance**"). The Required Insurance must be on a current replacement cost basis in an amount not less than 90% of the insurable value against risk of loss or damage by fire or other hazards as are covered by standard extended all-risk coverage, with demolition endorsement (or equivalent), and must include coverage against (i) fire and lightning, (ii) smoke, (iii) windstorm, hurricane, and hail, (iv) explosion, (v) aircraft and vehicles, (vi) vandalism, malicious mischief and theft, (vii) riot and civil commotion, (viii) collapse of building in whole or in part, (ix) accidental discharge, leakage, or overflow of water or steam from within the building, heating, or air conditioning system or household appliance, (x) falling objects, (xi) freezing, and (xii) flood insurance, if applicable. The Required Insurance requirement set forth in this Section may be updated and revised at any time and from time to time by the Board via Board resolution.

4.2.2 Effective Date. The Required Insurance must be effective as of the date of acquisition by the Owner of the Lot and must remain continuously in effect through the date of acquisition of ownership by each succeeding Owner. Provided, however, that the Required Insurance obtained by Owners holding title to a Lot at the time that this Supplemental Declaration is Recorded in the Official Public Records of Fort Bend County, Texas must be effective as of June 1<sup>st</sup>, 2024 (the "**Extended Effective Date**"), unless otherwise provided by the Board, and must remain continuously in effect through the date of acquisition of ownership by each succeeding Owner. Further, the Required Insurance must:

- (i) Waive any rights of the insurer to subrogation against the Association;
- (ii) Provide primary coverage in the event of any other coverage under other insurance carried by the Association; and
- (iii) Provide that the insurer may not cancel or refuse to renew the Required Insurance until at least thirty (30) days written notice is given to the Association.

At the time the Owner purchases a Lot or on the Extended Effective Date (for Owners holding title to a Lot upon the Recordation of this Supplemental Declaration in the Official Public Records of Fort Bend County, Texas), a policy declaration signed by the insurer and setting forth the types of coverage, endorsements, deductibles, and limits acquired by the Owner must be provided to the Association. At any time the Board deems appropriate, but at least once per year, the Board may, upon prior written notice, require any Owner to provide the Association proof of the Required Insurance in such form and manner as the Board may require. If the Owner fails to provide proof of the Required Insurance within thirty (30) days of its receipt of the notice, or if the



Board, in its sole discretion, determines that the insurance maintained by the Owner is not in compliance with the coverage requirements provided in this Section, the Association has the right, but not the obligation, to obtain such insurance as it deems necessary on the Owner's Lot, and the cost to obtain such insurance will be assessed against the Owner's Lot as an Individual Assessment secured by the lien for Assessments set forth in the Covenant. In addition, in the event the Required Insurance maintained by an Owner is revised or updated, the Owner must provide a record of the change to the Association. The Association will keep a record of all Required Insurance policies maintained by the Owners in accordance with its Document Retention Policy.

The Board may at any time and from time to time promulgate rules regarding the Owner's insurance obligations under this Section.

#### **4.3 Damage and Destruction.**

4.3.1 In General. Immediately after the damage or destruction by fire or other casualty to all or any Improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the Association's insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board must, without the necessity of a vote of the Association's members, levy a Special Assessment against all Owners for the deficiency. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from the Association's insurance exceed the costs of repair or reconstruction or if the Improvements are not repaired or reconstructed, such excess will be deposited to the benefit of the Association; provided that the Owner and mortgagee of any Structure or Dwelling for which proceeds are received agree to the distribution as their interest may appear.

4.3.2 Repair and Reconstruction. It is the Owner's obligation to have repaired or reconstructed any damage or destruction to his or her Structure or Dwelling. Each Owner covenants and agrees that, in the event of damage or destruction to the structures comprising his or her Lot, the Owner will proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Sienna Plantation Reviewer.

**ARTICLE 5  
EASEMENTS**

**5.1 Association's Access, Maintenance and Landscape Easement.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access, maintenance, and entry over, across, under, and through the Development Area, including without limitation, each Lot and each Dwelling and all Improvements thereon for the following purposes.

- (i) to perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law;
- (ii) to perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance;
- (iii) to enforce the Documents;
- (iv) to exercise self-help remedies permitted by the Documents or by Applicable Law;
- (v) to respond to emergencies;
- (vi) to grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Development Area; and
- (vii) to perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

**5.2 Easement to Inspect and Right To Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any Structure, Improvements, Dwelling, or condition that may exist on any Lot or other portion of the Development Area, and a perpetual nonexclusive easement of access throughout the Development Area to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a retaining wall may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with Applicable Law. This *Section 5.2* may not be construed to create a duty for Declarant and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Development Area, including without limitation, each Lot, Structure, and Dwelling, and all Improvements thereon for the purposes contained in this *Section 5.2*.

**5.3 Zero Lot Line Easement.** The Development Area includes some zero lot line structures. Zero lot line structures exist when one side elevation of a residence, garage, or other ancillary structure and/or the utilities serving such residence, garage, or other ancillary structure are constructed on or immediately adjacent to the side boundary line of the Lot (the “**Zero Elevation**”). This is an intended feature of the Development Area. Due to the close proximity of the Zero Elevation to the side Lot line, the Owner of the Lot on which the Zero Elevation has been constructed (the “**Dominant Lot**”) will periodically be required to access the Lot immediately adjacent to the Zero Elevation (the “**Adjacent Lot**”). In addition, certain components of the Improvements approved by the Sienna Plantation Reviewer and constructed on the Dominant Lot, including, but not limited to, portions of the roof and the utilities, may encroach on the Adjacent Lot (a “**Permitted Residential Encroachment**”). Each Owner of a Dominant Lot is hereby granted an easement over and across the Adjacent Lot for: (i) each Permitted Residential Encroachment; (ii) storm water and sheet flow drainage from the Dominant Lot to the Adjacent Lot; (iii) the maintenance, to the extent reasonably necessary, of the utilities and utility systems serving the Dominant Lot; and (iv) the maintenance and reconstruction, to the extent reasonably necessary, of residential Improvements located on the Dominant Lot and any Permitted Residential Encroachment. In addition, the Board may require that the Owner of the Dominant Lot abide by reasonable rules with respect to use and protection of the Adjacent Lot during any such maintenance or reconstruction. If an Owner damages an Adjacent Lot or any Improvements constructed thereon when exercising the maintenance and reconstruction easement granted hereunder, the Owner of the Dominant Lot will be required to restore the Adjacent Lot to the condition which existed prior to any such damage, at the Dominant Lot Owner’s expense, within a reasonable period of time not to exceed thirty (30) days after the date the Dominant Lot Owner is notified in writing of the damage by the Association or the Owner of the Adjacent Lot.

**5.4 Zero Lot Line Homebuilder Easement.** Declarant hereby reserves an easement for the benefit of a Homebuilder over and across a five foot (5’) strip of land parallel and adjacent to each side of the common boundary line between a Dominant Lot and an Adjacent Lot for the purpose of constructing a single-family residence and related Improvements on either such Lot. The Homebuilder will use reasonable precautions to protect any existing single-family residence constructed on the Adjacent Lot. If the Homebuilder damages any single-family residence when exercising the easement reserved hereunder, the Homebuilder will be required to repair the damage to the single-family residence, at the Homebuilder’s expense, within a reasonable period of time not to exceed thirty (30) days after the date of the damage. If any utilities, landscaping or Improvements other than the single-family residence are damaged when exercising the easement reserved hereunder, the Homebuilder will repair such damage on or before the expiration of thirty (30) days after the single-family residence and related Improvements then being constructed by the Homebuilder are fully complete.

## ARTICLE 6 DISCLOSURES

This *Article 6* discloses selective features of the Structures and Dwellings that may not be

obvious to potential Owners and Occupants. Because features may change over time, no disclosure in this *Article 6* should be relied upon without independent confirmation.

**6.1 Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

**6.2 Fire Sprinkler Disclosure.** The Dwellings may be constructed with a fire sprinkler system. If sprinklers are present, water lines, and sprinkler heads may be in the ceilings above rooms in the Dwelling. This disclosure is given because damage to, or a malfunction of, a water line or sprinkler head may harm or destroy real and personal property. Each Owner is solely responsible for all of the following:

- (i) determining the location and proper care of the sprinkler equipment, water lines, and sprinkler heads in the Dwelling;
- (ii) preserving the integrity and functionality of the portion of the fire sprinkler system in their Dwelling;
- (iii) instructing each Occupant, invitee, and contractor about the care and protection of the sprinkler system, including any applicable rules adopted by the Board;
- (iv) any damage to their Dwelling, an adjoining Dwelling, Common Area, Special Common Area, and/or any personal property (such as furnishings and clothing) caused by the functioning or malfunctioning of any component of the sprinkler system in or serving their Dwelling; and
- (v) complying with any municipal or other regulatory inspection requirements, at such Owner's expense.

Components of a fire sprinkler system may be located in the attic portion of the Dwelling. If the attic is also the location of air conditioning equipment or other equipment that requires periodic servicing or repair, to ensure protection of the water lines and sprinkler heads, the Owner is advised to closely supervise all persons using the attic.

The Association does not inspect or fix water lines and/or sprinkler heads, if any, in any Dwelling.

**6.3 Adjacent Use.** No representations are made regarding the use of adjacent property.

**6.4 Outside Conditions.** Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it will be the sole responsibility of

an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property.

## **6.5 Concrete.**

6.5.1 Cracks. Minor cracks in poured concrete, including foundations, garage floors, sidewalks, driveways, and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of a Dwelling and Structure.

6.5.2 Exposed Floors. This *Section 6.5.2* applies to Dwellings or Structures with exposed concrete floors. This notice is given because Owners may be inexperienced with concrete and expect it to be as forgiving as wood or sheetrock. In deciding whether, when, and how to fill cracks in exposed concrete floors, an Owner is hereby made aware that the color and texture of the fill material may not match the rest of the concrete floor. On some exposed concrete floors, fill materials make minor cracks more noticeable than if the cracks had been left in their natural state. In addition, each Owner is hereby made aware that any specification for polished concrete means that the concrete will be polished, but this does not mean an Owner will be able to actually see their reflection in the floor.

**6.6 Construction Activities.** Declarant, Homebuilders, and their licensees will be constructing portions of the Property and engaging in other construction activities related to the construction of Structures, Dwellings, Common Area, and Special Common Area. Such construction activities may, from time to time, produce certain conditions on the Property, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency, or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt, or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons within the Property or the Common Area or Special Common Area. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Property or the Common Area or Special Common Area resulting from construction activities will not be deemed a nuisance and will not cause Declarant, Homebuilder, or their agents to be deemed in violation of any provision of the Covenant or this Supplemental Declaration.

**6.7 Moisture.** Improvements within a Dwelling and/or Structure may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase, resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mildew and/or mold.

**6.8 Mold and/or Mildew.** Mold and/or mildew can grow in any portion of a Structure and/or Dwelling that is exposed to elevated levels of moisture including, but not limited to, those portions of a Structure and/or Dwelling in which HVAC condenser units are located. Each Owner is advised to regularly inspect the Owner's Dwelling for the existence of mold, mildew and/or water intrusion (except when the water intrusion is part of the normal functioning of Improvements and appliances such as showers, sinks, dishwashers and other similar appliances and Improvements), and/or damage.

**6.9 Encroachments.** Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant or Homebuilder gives no representations or warranties as to property rights, if any, created by any such encroachments.

**6.10 Budgets.** Any budgets of the Association provided by the Declarant or a Homebuilder are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

**6.11 Light and Views.** The natural light available to and views from a Dwelling or Lot can change over time due to, among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

**6.12 Schools.** No representations are being made regarding which schools may now or in the future serve the Property.

**6.13 Suburban Environment.** The Property is located in a suburban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, and other generators of sound and vibrations typically found in a suburban area. In addition to sound and vibration, there may be odors and light in suburban areas.

**6.14 Water Runoff.** The Property may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property or the Common Area or the Special Common Area having impervious surfaces, such as rooftop terraces, patios, and balconies, as applicable.

**6.15 Photography of the Property.** Declarant, Homebuilders, and their licensees retain the right to obtain and use photography of the Property for publication and advertising purposes.

**6.16 Changes to Street Names and Addresses.** Declarant retains the right to change, in its sole discretion, the Property name and the street names and addresses in or within the Property, including the street address of the Dwellings and/or Lots, before or after conveyance to any third-party.

**6.17 Plans.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant or a Homebuilder to Owner which purport to depict the Improvements to be constructed on any Lot are merely approximations and do not necessarily reflect the actual as-built conditions of the same.

**6.18 Location of Utilities.** Neither Declarant nor any Homebuilder makes any representation as to the location of mailboxes, utility boxes, streetlights, fire hydrants, or storm drain inlets or basins.

**6.19 Wood.** Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black, or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next, or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling, and/or delamination, and surfaces may weather differently due to the type of wood, its location in or on a Dwelling, and other factors. Wood floors may require more maintenance than some man-made materials. Owners of Dwellings with wood floors should educate themselves about wood floor care.

**6.20 Stone.** Veins and colors of any marble, slate, or other stone if any, within a Dwelling, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate, and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery, and Declarant and each Homebuilder assume no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate, and other stone, and it is the Owner's responsibility to properly maintain these materials. Marble, granite, slate, and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

**6.21 Chemicals.** Each Structure and Dwelling will contain products that have water, powders, solids, and industrial chemicals which will be used in construction. The water, powders, solids, and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring, and moisture will contribute to the growth of molds, mildew, fungus, and spores. Neither Declarant nor

any Homebuilder is responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus, or spores. It is the responsibility of the Owner to keep their Dwelling clean, dry, well ventilated, and free of contamination.

**6.22 Marketing.** Declarant's or a Homebuilder's use of a sales center and/or model homes or reference to other construction by Declarant or a Homebuilder is intended only to demonstrate the quality of finish detail, the basic floor plans, and styles of the Dwellings available for purchase. A Structure and/or Dwelling may not conform to any model in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model of a Structure and/or Dwelling is intended only to demonstrate approximate size and basic architectural features. The Structures and/or Dwellings, as completed, may not conform to the models displayed by Declarant or a Homebuilder. Declarant or a Homebuilder may also have shown prospective purchasers model homes, floor plans, sketches, drawings, and scale models of Structures and/or Dwellings ("**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the Structures and/or Dwellings.

## ARTICLE 7 GENERAL PROVISIONS

**7.1 Amendment.** This Supplemental 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 Owners of at least fifty-one percent (51%) of the Lots in the Development Area. If applicable, the Representative System of Voting is not applicable to an amendment as contemplated in this *Section 7.1*, it being understood and agreed that any such amendment must be approved by a vote of the applicable Owners, with each Owner casting their vote individually.

**7.2 Captions.** All captions and titles used in this Supplemental 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.

**7.3 Conflicts.** If there is any conflict between the provisions of the Covenant, this Supplemental Declaration, the Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Covenant, then the Supplemental Declaration, then the Development Area Declaration, then the Rules, in that order, will govern.

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



**7.5 Acceptance by Owners.** Each Owner of a Lot or other real property interest in the Development Area, 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 Supplemental Declaration or to whom this Supplemental Declaration 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 Area, will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Supplemental Declaration were recited and stipulated at length in each and every deed of conveyance.

**7.6 Assignment of Declarant's Rights.** Notwithstanding any provision in this Supplemental 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 Supplemental 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.

**7.7 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 Supplemental Declaration any portion of the Development Area. Upon any such withdrawal, this Supplemental 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:

- (i) A reference to this Supplemental Declaration, which will include the recordation information thereof;
- (ii) A statement that the provisions of this Supplemental Declaration will no longer apply to the withdrawn land; and
- (iii) A legal description of the withdrawn land.

**7.8 Notice of Annexation.** Upon Recording, this Supplemental 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 Supplemental Declaration. This Supplemental 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 Supplemental Declaration. To add land to the Supplemental Declaration, Declarant will be required only to Record a Notice of Annexation filed pursuant to *Section 9.05* of the Covenant containing the following provisions.

(i) A reference to this Supplemental Declaration, which will include the recordation information thereof;

(ii) A statement that such land will be considered a part of the Development Area for purposes of this Supplemental Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Supplemental Declaration will apply to the added land; and

(iii) A legal description of the added land.

## ARTICLE 8

### ENFORCEMENT BY OWNERS; ALTERNATIVE DISPUTE RESOLUTION

**8.1 Enforcement by Owners.** Each Owner of a Lot within the Development Area, at his or her own expense, is empowered to enforce the covenants, conditions, and restrictions contained in this Supplemental Declaration; provided, however, no Owner has the right to enforce the lien rights retained in the Covenant in favor of the Association or other rights, regarding Assessments, fines, or other charges retained by the Association.

**8.2 Amicable Resolution of Conflicts.** It is the intent of the Association and Declarant to encourage the amicable resolution of disputes involving the Development Area and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances, or disputes involving the Development Area, including claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the provisions of this Supplemental Declaration.

**8.3. Dispute Resolution.** No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners, Members, the Board, officers in the Association, or the Association; provided, however, the Board has discretion to determine whether the Association will participate in the dispute resolution procedures regarding claims made by the Association or enforcement of the provisions in this Supplemental Declaration. Disputes between Owners that are not regulated by this Supplemental Declaration are not subject to the dispute resolution process. The Declarant and the Association have no obligation whatsoever to intervene in or moderate disputes between Owners.

**8.4 Outside Mediator.** In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Development, work for any of the parties, represent any of the parties, or have any conflict of interest with any of the parties. Costs for such mediator must be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party must select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

**8.5 Mediation is Not a Waiver.** By agreeing to use this dispute resolution process, the parties in no way waive their rights to extraordinary relief, including temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 20<sup>th</sup> day of November, 2023.

**DECLARANT:**

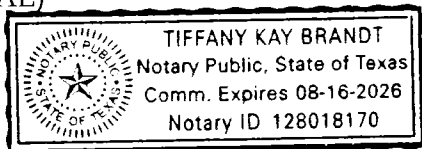
**TOLL-GTIS PROPERTY OWNER LLC**, a Texas limited liability company

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

THE STATE OF TEXAS     §  
  §  
COUNTY OF Harris     §

This instrument was acknowledged before me this 20 day of November, 2023 by Jimmie Jenkins <sup>Authorized Representative</sup> of Toll-GTIS Property Owner LLC, a Texas limited liability company, on behalf of said company.

(SEAL)



Tiffany Kay Brandt  
Notary Public Signature

ATTACHMENT 1

AREA OF COMMON RESPONSIBILITY  
ASSOCIATION MAINTENANCE OBLIGATIONS

In accordance with Article 3, Section 3.3 of the Supplemental Declaration, the Association must perform or cause to be performed the following services on the Area of Common Responsibility. Services will commence as to a particular Dwelling and/or Lot on the date a Dwelling and landscaping has been completed on such Lot.

Services:

1. Mow and edge all front, rear and side yard turf areas on an as-needed basis as determined by the Board (in its sole and absolute discretion). During the months of April through October of each year, mowing and edging will typically occur at least once per week.
2. Apply fertilizer to the front, rear and side yard turf areas on an as-needed basis as determined by the Board (in its sole and absolute discretion), which will typically occur one (1) time per year, in the spring or fall.
3. Manually and mechanically control weeds in the front, rear and side yard as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.
4. Re-mulch existing front yard landscape beds once per year.
5. Removing small [under four inches (4") in diameter] dead branches and trimming trees and shrubs up to a maximum height of six feet (6') (those not requiring a ladder for access or a chain saw for cutting) on an as-needed basis, as determined by the Board.
6. Removing and replacing dead plants and plant materials on an as-needed basis.
7. Other miscellaneous services, as determined by the Board (in its sole and absolute discretion).

The Association or its designated landscape company, from time to time, may provide each Owner with a schedule of dates on which the lawn maintenance will be performed.