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AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SIENNA TOWNHOMES

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA TOWNHOMES, RECORDED UNDER DOCUMENT NO. 2019060447 IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AS AMENDED

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AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
SIENNA TOWNHOMES

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA TOWNHOMES (the "Townhome Declaration") is made on the date hereinafter set forth by TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company ("Declarant"):

WITNESSETH:

WHEREAS, CHESMAR HOMES, LLC, a Texas limited liability company (the "Original Declarant"), previously executed and recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Sienna Townhomes, recorded under Document No. 2019060447 in the Official Public Records of Fort Bend County, Texas, as amended (the "Original Declaration");

WHEREAS, the Original Declaration imposed certain covenants, conditions and restrictions against certain real property then owned by the Original Declarant, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Townhome Property"); and

WHEREAS, pursuant to the terms and provisions of that certain Assignment of Declarant Interests, recorded as Document No. 2024059712, Official Public Records of Fort Bend County, Texas, the Original Declarant transferred, assigned and conveyed to the Declarant all of the Original Declarant's rights, obligations, and interests, as the "Declarant", under the Original Declaration; and

WHEREAS, the Townhome Property is also subject to that certain Sienna Plantation Amended and Restated Master Covenant, which is recorded under Clerk's File No. 2019035843 in the Official Public Records of Fort Bend County, Texas (the "Master Sienna Covenants"), and that certain Sienna Plantation Amended and Restated Development Area Declaration [Residential], which is recorded under Clerk's File No. 2019036022 in the Official Public Records of Fort Bend County, Texas, as same has or may be amended from time to time (the "Development Area Declaration"), and Declarant is the "Declarant" under both the Master Sienna Covenants and the Development Area Declaration; and

WHEREAS, reference is made to the Master Sienna Covenants for all purposes, and, unless otherwise set forth in this Townhome Declaration, the capitalized terms used in this Townhome Declaration are defined as set forth in the Master Sienna Covenants, which defined terms are incorporated in this Townhome Declaration for all purposes by this reference; and

WHEREAS, pursuant to Article XII, Section 4 of the Original Declaration, the Original Declaration may be unilaterally amended by the Declarant, without the consent or joinder of any party, provided that the Original Declaration may not be amended without the prior written consent of the Master Declarant during the Master Development Period; and

WHEREAS, pursuant to the Original Declaration, the "Master Declarant" is defined as the same entity as the Declarant hereunder; and

WHEREAS, all references to "Declarant" hereunder shall mean Declarant under both this Townhome Declaration and the Master Sienna Covenants; and

WHEREAS, Declarant desires to amend and restate the Original Declaration its entirety.

NOW, THEREFORE, Declarant hereby declares that the Townhome Property, including the improvements constructed or to be constructed thereon, and any other real property annexed herein (subject to the annexation provision set forth in this Townhome Declaration) subsequent to the date hereof is hereby subjected to the provisions of this Townhome Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

The provisions of the Original Declaration that are not being amended by this Townhome Declaration are being restated in this Townhome Declaration for ease of reference and the purpose of completeness. The lien created in the Original Declaration is not disturbed by this Townhome Declaration and continues to be in full force and effect from the date the Original Declaration was recorded.

#### ARTICLE I DEFINITIONS

Unless the context shall prohibit, certain words used in this Townhome Declaration shall have the definitional meaning set forth below:

(a) "Common Area" shall mean and refer to Common Area as defined in the Master Sienna Covenants.

(b) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit A, attached hereto, commonly known as the Sienna Townhomes, and any and all real property and interests therein added to the Community subsequent to the date hereof by annexation pursuant to Article VIII. If other real property is

annexed and added to the Community, such other real property may have a different "marketing name" than Sienna Townhomes, but notwithstanding any marketing name, all such real property shall be a part of the Community.

(c) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Master Sienna Board of the Master Sienna Association.

(d) "Declarant" means the Declarant set forth in the recitals to this Townhome Declaration.

(e) "Master Development Period" shall mean and refer to the "Development Period" set forth in the Master Sienna Covenants, as the same may be amended from time to time.

(f) "Master Sienna Association" shall mean and refer to the Sienna Plantation Community Association, Inc., including its successors, assigns or replacements, which is the community association created pursuant to the Master Sienna Covenants and which has jurisdiction over the Community.

(g) "Master Sienna Board" shall mean the Board of Directors of the Master Sienna Association.

(h) "Master Sienna Covenants" shall mean and refer to the Sienna Plantation Amended and Restated Master Covenant, which is recorded under Clerk's File No. 2019035843 in the Official Public Records of Fort Bend County, Texas, as same has or may be amended from time to time (collectively referred to herein as the "Master Sienna Covenants"), which Master Sienna Covenants encumber the Community.

(i) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(j) "Mortgagee" shall mean the holder of a Mortgage.

(k) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(l) "Service Area" shall mean and refer to Service Area as defined in the Sienna Master Covenants.

(m) "Service Area Assessments" (formerly referred to as annual assessments in the Original Declaration) shall mean and refer to Service Area Assessments as defined in the Sienna Master Covenants.

(n) "Sienna Plantation Reviewer" shall have the meaning set forth in the Master Sienna Covenants.

(o) "Townhome" means and refers to the improvements constituting a single family residential dwelling constructed on a fee-simple Townhome Lot; such dwelling shall have one (1) or two (2) internal party walls as referenced herein in Article IV, Section 3, with one or two immediately adjoining Townhomes. Unless otherwise indicated by context, "Townhome" shall include the Townhome Lot the Townhome is located on. Each Townhome shall be constructed in accordance with all building design guidelines promulgated hereunder or under the Master Sienna Covenants and governing Documents; provided, however, in the event of a conflict between building design guidelines promulgated hereunder or under the governing Documents (as defined by the Master Sienna Covenants) as to initial construction, the building design guidelines promulgated in the governing Documents shall control.

(p) "Townhome Lot" means a parcel of real property in the Community as defined by the recorded plat and/or any replat, which plat has been or will be recorded in the Map Records of Fort Bend County, Texas, and which Townhome Lots are contained within the Community described in detail on the attached Exhibit A and are encumbered by this Townhome Declaration and the Master Sienna Covenants. Each such Townhome Lot will be subject to the rights and duties of membership in the Master Sienna Association and any assessment due for each Townhome Lot under the Master Sienna Covenants, including Service Area Assessments contemplated by this Townhome Declaration. All references to a Townhome Lot herein or in the Master Sienna Covenants shall also be deemed to include references to the Townhome (as defined below) constructed on the Townhome Lot unless otherwise specified in the reference.

(q) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Townhome Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS TOWNHOME DECLARATION

The real property which is, by the recording of this Townhome Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Townhome Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Townhome Declaration, the Master Sienna Covenants and all applicable governing Documents (as defined in the Master Sienna Covenants) is the real property described in Exhibit A, attached hereto and by reference made a part hereof, and any additional real property made subject to the terms of this Townhome Declaration.

The number of Townhome Lots that may be created within the Community and made subject to this Townhome Declaration is four hundred and twenty-four (424). Provided, this

section does not constitute a representation by the Declarant as to the total number of Townhome Lots that will ultimately be created and subjected to the provisions of this Townhome Declaration.

**ARTICLE III**  
**SERVICE AREA: TOWNHOMES**

Pursuant to Section 2.04(a) of the Master Sienna Covenants, Declarant retained the right to designate one or more Service Areas (by name or other identifying designation) as Declarant deems appropriate. Declarant hereby designates the Townhome Property as "Service Area: Townhomes" to permit the Townhome Lots to receive certain benefits and/or services from the Master Sienna Association which are not provided to all Lots. Specifically, these services will include the provision of services to be performed by the Master Sienna Association described in this Townhome Declaration. An easement over and across each Townhome Lot is hereby reserved on behalf of the Master Sienna Association for the purpose of providing the services contemplated in this Townhome Declaration, and each Owner of a Townhome Lot acknowledges and agrees that the services will be provided exclusively by the Master Sienna Association. Components of Improvements or Lots may be added or removed from a Service Area pursuant to Section 2.04(a) of the Sienna Master Covenants. In the event a component of an Improvement or Lot is removed from a Service Area, then the Master Sienna Association shall relinquish such rights in a written instrument recorded in the Official Public Records of Fort Bend County, Texas. Service Area Assessments will be levied against the Townhome Lots to fund Service Area Expenses as more particularly described in the Master Sienna Covenants and this Townhome Declaration.

The obligations and easements set forth herein shall be covenants running with each Townhome Lot and it is hereby declared: (i) that each of the Townhome Lots will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements and restrictions which shall run with each Townhome Lot and shall be binding upon all parties having right, title, or interest in or to a Townhome Lot or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to a Townhome Lot, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements 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 Townhome Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Sienna Covenants.

ARTICLE IV  
MAINTENANCE

4.1 Association's Responsibility.

(a) Sidewalks. Public Parking. All Townhome Lots on which the Townhomes are located shall have sidewalks and such sidewalks shall include handicap ramps as required. It is further required that that sidewalks and ramps must conform to all Fort Bend County codes and/or City of Missouri City specifications. The installation of sidewalks shall be the responsibility of the Declarant but after initial installation the Master Sienna Association shall maintain the sidewalks. If allowed by the City of Missouri City, any parking spaces for the general public will be maintained by the Master Sienna Association.

(b) Maintenance on Townhomes. The Master Sienna Association shall maintain, repair and replace the roofs and the exterior building surfaces of the Townhomes so as to maintain, within the budgetary constraints of the Master Sienna Association, uniformity of appearance as to all the Townhomes. The scope of such maintenance, repair and replacement obligations shall always be subject to the budgetary constraints of the Master Sienna Association and shall generally be as follows:

(i) *Roofing and Roof systems:* repair, maintenance, and/or replacement of the roofs within the reasonable discretion of the Master Sienna Association, acting by and through its Master Sienna Board. The "roofs" as used herein shall be deemed to constitute only the exterior surfaces of the roof constituting the roofing shingles, the underlay beneath the shingles, the decking materials, the flashing and any guttering attached to the roofing eaves. The Master Sienna Association shall not have any responsibility to maintain, repair, or replace any trusses, beams or any portion of the structure supporting the roof. If any of such items which are the responsibility of the Owner require repair or replacement, and the Owners(s) of the Townhome fails or refuses to repair or replace same, the Master Sienna Association shall have the right, but not the obligation to do so and 110% of the cost of such repair and/or replacement plus an administrative fee of \$50.00 shall be billed against the respective Townhome(s) for which work is performed, such bill to be due upon receipt and if not timely paid, such bill shall be assessed as a reimbursement assessment against such Townhome(s), which reimbursement assessment shall be secured by a lien against such Townhome(s) as herein provided. The Master Sienna Association, its Master Sienna Board, officers or agents shall not be responsible or liable to any Owner (or the Owner's tenant or other occupant) for any damage to the interior of the Townhomes or contents thereof (including the attic space) resulting from roof leaks or water penetration unless same has resulted from the willful acts or gross negligence of the Master Sienna Association. In no event shall the Master Sienna Association be liable for repair or replacement of any consequential or incidental damage to the interior of the Townhome(s) which may result, whether foreseen or unforeseen, from the Master Sienna Association's repairs and/or activities.



(ii) *Exterior building surfaces:* repair, maintenance and/or replacement of the exterior building surfaces within the reasonable discretion of the Master Sienna Association, acting by and through its Master Sienna Board. Exterior building surfaces shall be deemed to be the building components which constitute the most outward portion of the building exterior, whether wood or Hardiplank (or similar material), exterior siding, brick, stucco, and related exterior trim, including the painting (if applicable) of the foregoing materials. The Master Sienna Association shall not have any responsibility to maintain, repair, or replace any portion of the structure of the respective Townhomes (including studs within the walls), foundations and the like, or any insulation materials whatsoever. If any of such items which are the responsibility of the Owner require repair or replacement, and the Owners(s) of the Townhome fails or refuses to repair or replace same, the Master Sienna Association shall have the right, but not the obligation to do so and 110% of the cost of such repair and/or replacement shall be billed against the respective Townhome(s) for which such work is performed, such bill to be due upon receipt and if not timely paid, such bill shall be assessed as a reimbursement assessment against such Townhome(s), which reimbursement assessment shall be secured by a lien against such Townhome(s) as herein provided. The Master Sienna Association, its Master Sienna Board, officers or agents shall not be responsible or liable to any Owner (or the Owner's tenant or other occupant) for any damage to the interior of the Townhome or contents thereof resulting from any water leaks or penetration unless same has resulted from the willful acts or gross negligence of the Master Sienna Association. In no event shall the Master Sienna Association be liable for repair or replacement of any consequential or incidental damage to the interior of the Townhome which may result, whether foreseen or unforeseen, from the Master Sienna Association's repairs and/or activities.

(iii) *Exterior Doors, Garage Doors, Windows and Fixture:* The Master Sienna Association shall have the obligation to paint the exteriors of the exterior doors and garage doors and exterior window trim in connection with the repainting of the exteriors of the Townhomes. Provided, however, that the Owners shall always be responsible to replace or repair the exterior doors, garage doors, and windows (and all related hardware or fixtures relating thereto) at the Owner's sole cost and expense. If, during the performance of its maintenance or repair responsibilities, it becomes apparent to the Master Sienna Association that a specific door, window or garage door is in need of repair or replacement, the Owner shall be so notified and shall be required to repair or replace same in a timely fashion so as to allow the Master Sienna Association the ability to complete its exterior maintenance responsibilities and painting. If such Owner fails or refuses to repair or replace same, the Master Sienna Association shall have the right, but not the obligation to do so and 110% of the cost of such repair and/or replacement shall be billed against the respective Townhome for which work is performed, such bill to be due upon receipt and if not timely paid, such bill shall be assessed as a reimbursement assessment against such Townhome, which reimbursement assessment shall be secured by a lien against such Townhome as herein provided.

(c) Other Possible Association Responsibilities. The Master Sienna Association also has the right (but not the obligation) to perform other maintenance items for the Townhomes.

The Master Sienna Board of the Master Sienna Association may, at some future date, decide to perform other maintenance items for the Townhomes and/or the Townhome Lots which could result in an increase in Service Area Assessments. By means of illustration and not limitation, the Master Sienna Association shall have the authority, but not the obligation, to hire a contractor to provide monitoring for the security systems installed by Declarant, if any.

The Master Sienna Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Master Sienna Association will not perform such items, however the Service Area Assessments of any Owner whose Townhome does not allow reasonable access will not be reduced. Further, it shall be the obligation of such Owner or tenant of the Townhome blocking access to perform such items, at its sole cost and expense.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

#### 4.2 Owner's Responsibility.

Except as provided in Section 4.1 above, all maintenance of the Townhome and Townhome Lot other than that required by the Master Sienna Association in the preceding Section shall be the sole responsibility of the Owner, and such maintenance shall include, but is not limited to, the following:

(a) Structural and Building. The Owner of each Townhome must maintain in properly working order and on a continuing basis, all structural and building items that are not specifically identified as Association Responsibility. Such structural items shall include the slab, framing, roof structure (except for decking), walkways, driveways, patios and the like.

(b) Townhome Utilities. The Owner of each Townhome must maintain in proper working order, and on a continuing basis, all Townhome sanitary sewer lines and facilities, water pipelines, Townhome water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which exclusively service each Townhome, regardless of the location thereof. Utilities which service more than one Townhome must be maintained, repaired and replaced by all of the Owners of the multiple Townhomes served, pro rata, or in such other proportions as determined by the Master Sienna Board upon written request when the circumstances clearly demonstrate that a different manner of allocation is required.

(c) Other items. The Owner of each Townhome is also responsible for all entry doors and hardware, garage doors and hardware, all windows, window frames, light fixtures and light bulbs and any other exterior item that is not specifically identified as Association responsibility such as the air conditioning of Townhomes, as well as any lines pipes, ducts, and wall penetration. The Owner is also responsible for 100% of the interior of the Townhome.

(d) Townhome Landscape Maintenance. The Owner is responsible, at its sole cost and expense, for any and all front, side and rear yard maintenance including any landscaping or yard located on any adjacent public right of way, including but not limited to any street trees located in the adjacent right of way. The Owner of each Townhome shall also, at its sole cost and expense, maintain the front and back yard (including any landscaping or yard located on any adjacent public right of way) of each Townhome's landscaping, including mowing, weeding, mulching, replacing, fertilizing, water for and repairs to any irrigation system and other such items as are necessary to that maintenance.

The maintenance items described in (a), (b), (c) and (d) above shall be performed consistent with the Master Sienna Covenants and the standards established pursuant thereto. In the event that the Master Sienna Association determines that (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Master Sienna Association hereunder, 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 Master Sienna Covenants, the Master Sienna Association may turn this matter over to its attorney for further handling and/or the Master Sienna Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Master Sienna Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall 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 shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Master Sienna Association may provide any such maintenance, repair, or replacement and shall bill the Owner therefore 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 shall be added to and become a part of the assessments levied by the Master Sienna Association as a reimbursement assessment to which such Owner is subject and shall become a lien against the Townhome.

#### 4.3 Party Walls.

(a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhomes which shall serve and separate any two (2) adjoining Townhomes shall constitute a party wall and, 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 shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.

(c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, 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.

(d) Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.

(f) Foundation, Fences. Common foundations which form a part of the Townhomes and common fences between Townhomes, if any, will be dealt with in the same fashion as party walls, as set forth in this section.

(g) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 4.3, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Master Sienna Board, the Master Sienna Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. Costs for such arbitrators shall be shared equally by the parties.

## ARTICLE V ASSESSMENTS

Owners are advised that annual assessments levied against all Townhome Lots pursuant to the Original Declaration are referred to in this Townhome Declaration as "Service Area Assessments" for the purpose of providing consistency of terminology used throughout the Documents. Such Service Area Assessments are levied pursuant to the terms of the Master Sienna Covenants and administered by the Master Sienna Association as set forth below. Furthermore, all references to "annual assessments" in the governing Documents applicable to the Townhome Property mean and refer to the "Service Area Assessments" levied against the Townhome Lots pursuant to this Townhome Declaration and the Master Sienna Covenants. Notwithstanding the

foregoing, the rights, obligations, and lien established in connection with the annual assessments, as set forth in the Original Declaration, are not changed by this Townhome Declaration.

Each Owner of any Townhome or Townhome Lot, by virtue of ownership of a Townhome or Townhome Lot within the Townhome Property, covenants and agrees to pay to the Master Sienna Association all Assessments levied pursuant to the Master Sienna Covenants, as well as the Service Area Assessment levied upon the Townhome Property. The Service Area Assessment applies only to the Townhome Lots within the Townhome Property and covers the Master Sienna Association's costs associated with providing services to the Townhome Property, as more fully set forth in this Townhome Declaration.

All Assessments, including the Service Area Assessments and any charges, fees, fines, interest, costs, and reasonable attorney's fees actually incurred, are a charge on the land and a continuing lien upon the Townhome or Townhome Lot against which each Assessment is made for the benefit of Declarant and the Master Sienna Association. The Owner of each Townhome or Townhome Lot grants to an officer of the Master Sienna Association, as trustee for Declarant and the Master Sienna Association, the continuing lien and power of sale of each Townhome and Townhome Lot to secure all such sums set forth in this Townhome Declaration and in the Master Sienna Covenants, as more fully set forth in the Master Sienna Covenants. The Master Sienna Association will collect the Assessments, including the Service Area Assessment, pursuant to the Master Sienna Covenants, and the provisions in the Master Sienna Covenants relating to the collection of Assessments are incorporated in this Townhome Declaration for all purposes by this reference.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

6.1 Insurance. The Master Sienna Association's Master Sienna Board or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements located on the Common Area. Each Owner shall obtain insurance for all improvements located on its Townhome Lot, including, but not limited to, its Townhome. The insurance the Owner is obligated to carry shall be for the improvements as built (i.e., the original construction standards and materials, referred to herein as the "As-Built Improvements"), any improvements upgraded by an Owner above the original construction standards and materials, and the contents of the Townhome. This insurance for the Townhomes shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction, and contents in the event of damage or destruction from any such hazard. The insurance required to be obtained by each Owner shall be written on form HO5 or its equivalent and be obtained from an AM Best A Rated (or higher rated) carrier and must name the Association as an additional insured. The Master Sienna Association may, from time to time, update the insurance required to be carried by each Owner, in which case the Owner will be obligated to obtain the updated insurance by the following January 1<sup>st</sup>. Each Owner shall provide proof of such insurance to the Master Sienna Association within 7 business days of the acquisition or renewal of his or her insurance policy and in no event later than January 31<sup>st</sup> of each year. Any Owner failing to do so

shall be deemed in default hereunder and the Master Sienna Association shall have the authority, without the obligation, to place such insurance for the benefit of such Owner and the cost of such placed insurance will be assessed against such Owner as an Individual Assessment, as provided in the Master Sienna Covenants. The Master Sienna Association shall have no liability to any Owner if any insurance it places because of the Owner's failure to do so is insufficient in any respect.

The Master Sienna Board shall obtain a general liability policy applicable to the Common Area covering the Master Sienna Association and its members for all damage or injury caused by the negligence of the Master Sienna Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. Each Owner should obtain insurance to cover general liability within its respective Townhome or on its Townhome Lot. It is also highly recommended that each Owner obtain insurance to cover floods and the deductible amount on other policies.

Premiums and deductibles for all insurance which it is the obligation of the Master Sienna Association to provide shall be discharged through the collection of Service Area Assessments. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

In addition to the other insurance required by this Section, the Master Sienna Board shall obtain, if and to the extent necessary, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Master Sienna Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgement. Bonds shall 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 Master Sienna Association.

## 6.2 Damage and Destruction.

Repair or reconstruction, as used in this Section 6.2, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty. Any repair or reconstruction to a Townhome or Townhome Lot, including proposed changes to the location or design of any improvement on the Townhome Lot, must have the prior written approval of the Sienna Plantation Reviewer in accordance with the review process provided for in the Master Sienna Covenants.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any improvements covered by insurance written in the name of the Master Sienna Association, the Master Sienna Board, or its duly authorized agent, shall 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. Immediately after the damage or destruction by fire or other casualty to all or any improvements

covered by insurance written in the name of an Owner, such Owner, or its duly authorized agent, shall proceed with the filing and adjustments 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 and proceed with the repair or reconstruction of the improvements.

The insurance proceeds obtained by the Master Sienna Association for casualty to any such improvement must be used for the repair or reconstruction of the improvement. The insurance proceeds obtained by an Owner for casualty on his or her Townhome or other improvement on a Townhome Lot must be used for the repair or reconstruction of the Townhome or other improvement on the Townhome Lot.

(b) Repair and Reconstruction. Any damage or destruction to any Townhome or Townhomes shall be repaired or reconstructed. Any damage or destruction to any Common Area shall be repaired or reconstructed.

In the event of damage or destruction to Common Area or to a Townhome for which the insurance proceeds are paid to the Master Sienna Association in accordance with this Article and such proceeds are not sufficient to defray the cost thereof, the Master Sienna Board shall, without the necessity of a vote of the Master Sienna 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 by the Master Sienna Association. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Master Sienna Association; provided that the Owner and Mortgagee of any Townhome for which proceeds are received agree to the distribution as their interest may appear.

In the event that an Owner obtains insurance for a Townhome in accordance with the provisions in this Article and the damage or destruction for which the insurance proceeds are paid to the Owner are not sufficient to defray the cost thereof, the Owner shall be responsible for such deficiency.

## ARTICLE VII EASEMENTS

7.1 Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang (as well as an easement for repair and maintenance of any such encroachment and overhang) as between each Townhome and such portion or portions of the Common Area adjacent thereto, or as between adjacent Townhomes due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Townhome Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Townhome and the adjacent portion of the Common Area or as between adjacent Townhomes, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful

conduct on the part of an Owner, tenant, or the Master Sienna Association. The easements for encroachment and overhang also include and allow for drainage from any overhang on to adjacent Townhomes.

7.2 Easements for Utilities. There is hereby reserved to the Declarant and the Master Sienna Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, alarm monitoring, or internet communication system which the Declarant or Master Sienna Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant or Master Sienna Association or their respective designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Master Sienna Board shall have the right to grant such easement.

7.3 Easement for Entry. The Master Sienna Association shall have an easement to enter into any Townhome or Townhome Lot for emergency, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Master Sienna Association's Master Sienna Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Master Sienna Association to enter a Townhome or Townhome Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Master Sienna Board. The easement for entry is also for the benefit of each Owner of a Townhome or Townhome Lot, for ingress and egress, over and across the real property on which all other Townhomes or Townhome Lots are located (although the easement for Owners does not extend to the inside of the improvements of a Townhome) for emergency purposes and/or during emergency situations, to allow Owners to remove themselves from danger. Notwithstanding anything contained herein to the contrary, the Master Sienna Association shall have the rights set forth in this Section 7.3 but no obligation to exercise any of those rights.



**ARTICLE VIII**  
**ANNEXATION OF ADDITIONAL PROPERTY**

Declarant, its successors or assigns, shall have the unilateral right, privilege, and option, from time to time at any time until twenty (20) years from the date this initial Declaration is recorded in the Office of the County Clerk of Fort Bend County, Texas, to annex and subject to the provisions of this Townhome Declaration and the jurisdiction of the Master Sienna Association all or any portion of tracts of real property located within the Planned Townhome Development of Sienna ("**Declarant Annexation Property**"), whether in fee simple or leasehold, by filing in the Fort Bend County (or other applicable county) Real Property Records a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the vote of members of the Master Sienna Association or approval by the Master Sienna Association or any person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Fort Bend County (or other applicable county) Real Property Records unless otherwise provided therein. However, no such Supplemental Declaration shall be recorded until the real property being restricted by such Supplemental Declaration has been made subject to the Master Sienna Covenants and governing Documents. As used herein, the term "**Planned Townhome Development of Sienna**" shall mean any real property that is subject to the Master Sienna Covenants and governing Documents and that is developed into Townhome Lots intended to be used to construct attached single family residential housing.

Declarant shall have the unilateral right to transfer to any other person its right, privilege, and option to annex herein additional land, provided that such transferee or assignee shall be the developer of at least a portion of the additional land and shall be expressly designated by Declarant in writing as the successor to all or any part of Declarant's rights hereunder.

Any such annexation or addition shall be accomplished by the execution and filing for record by Declarant (or the other Owner of the property being added or annexed, to the extent such Owner has received a written assignment from Declarant of the right to annex), of an instrument to be called "**Supplemental Declaration.**" Each Supplemental Declaration of annexation must set out and provide for the following:

(i) the name of the Owner of the property being added or annexed who shall be called the "**Declarant**" for purposes of that Supplemental Declaration;

(ii) the legal sufficient perimeter (or recorded subdivision description of the property being added or annexed to the Community, separately describing portions of the annexed property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, those portions that are to comprise Townhomes and related improvements and those portions that comprise Common Area (those being the only three permitted uses for annexed property));

(iii) a mutual grant and reservation of rights and assessments of the Owners in and to the existing and annexed Common Area;

(iv) that the property is being added or annexed into the Community in accordance with and subject to the provisions of the initial Declaration, as theretofore amended, and that the property being annexed into the Community shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Townhome Declaration as theretofore and thereafter amended;

(v) that all of the provisions of this Townhome Declaration as theretofore amended, shall apply to the property being added or annexed with the same force and effect as if said property were originally included in this Townhome Declaration as part of the property;

(vi) that a vendor's lien is therein reserved in favor of the Master Sienna Association, in the same manner as herein provided, to secure collection of the assessments provided for, authorized or contemplated herein or in the Supplemental Declaration of annexation;

(vii) that the Declarant has consented to such Supplemental Declaration during the Master Development Period.

After additions or annexations are made, all assessments collected by the Master Sienna Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Community. Nothing in this Townhome Declaration shall be construed to represent or imply that Declarant, or their respective successors or assigns, are under any obligation to add or annex additional land to the Community to this residential development.

Declarant also reserves the unilateral right to amend this Townhome Declaration, so long as it has the right to annex additional property in this Article VIII, for the purpose of removing unimproved portions of the Community from the coverage of this Townhome Declaration; provided, however, that any amendment to this Townhome Declaration shall require the advanced written consent of the Declarant during the Master Development Period. Such amendment shall not require the consent of any Person other than the Declarant and the Owner(s) of the property to be withdrawn, if not the Declarant. If the portion of the Community to be withdrawn is owned by the Master Sienna Association, then the Master Sienna Association shall consent to such withdrawal by majority vote of the Master Sienna Board. For purposes of this Section, the term "unimproved" shall mean no above ground, vertical improvements located on such property.

Notwithstanding anything contained herein to the contrary, any annexation of additional property into the Community must have the prior written approval of Declarant, during the Master Development Period as set forth in the Master Sienna Covenants. After expiration of the Master Development Period as set forth in the Master Sienna Covenants, any annexation of additional property into the Community must have the prior written approval of the Master Sienna Association.

**ARTICLE IX**  
**GENERAL PROVISIONS**

9.1 **Enforcement.** Each Owner and every occupant of a Townhome or Townhome Lot shall comply strictly with the Townhome Rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Townhome Declaration, and in the deed to his or her Townhome or Townhome Lot, if any. The Master Sienna Board (or Declarant during the Master Development Period) or the Master Sienna Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments and are secured by the liens herein retained and/or granted. Further, the Master Sienna Board or Declarant may cause the Rule, regulation, use restriction, covenant and/or condition to be complied with and bill the Owner the costs incurred by the Master Sienna Association to do so, along with an administrative fee as the Master Sienna Board or Declarant may determine. Failure to comply with this Townhome Declaration or the Townhome Rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Master Sienna Board, on behalf of the Master Sienna Association and/or Declarant (as the case may be), or, in a proper case, by an aggrieved Owner. Failure by the Master Sienna Association or Declarant or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

9.2 **Term.** The covenants, conditions and restrictions of this Townhome Declaration shall run with and bind each Townhome or Townhome Lot and shall inure to the benefit of and shall be enforceable by the Declarant and the Master Sienna Association or the Owner of any portion of the Community, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Townhome Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 80% (for termination) or 67% (for modification) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, or within the initial term, agreeing to modify said covenants, conditions and restrictions, in whole or in part, or to terminate same, in which case this Townhome Declaration shall be modified or terminated as specified therein.

9.3 **Amendment.**

(a) **Amendment by Declarant.** This Townhome Declaration may be amended unilaterally at any time and from time to time by Declarant during the Master Development Period

(b) **Amendment by Owners.** This Townhome Declaration may be amended at any time upon the affirmative vote or written consent, or any combination thereof, of at least 67% of the Owner and the prior written consent of the Declarant during the Development Period or the Master Sienna Association thereafter. Amendments to this Townhome Declaration shall become effective upon recordation in the Official Public Records of Real Property of Fort Bend

County, Texas, unless a different effective date is specified therein. Notwithstanding this Section, there shall be no amendment of the provisions of Article VIII, regarding annexation rights of the Declarant.

(c) Conflicts with Master Sienna Covenants. Notwithstanding anything contained herein to the contrary, any amendment to this Townhome Declaration may not conflict with the Master Sienna Covenants or the governing Documents. In the event of a conflict, the Master Sienna Covenants shall control. Further, no amendment to this Townhome Declaration may remove or reduce any right or remedy of the Declarant and/or the Master Sienna Association without the written consent of the Declarant, during the Master Development Period, and the Master Sienna Association thereafter.

9.4 Partition. The Common Area shall remain undivided, and no Townhome or Townhome Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Townhomes or Townhome Lots located within the Community.

9.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

9.6 Severability. Whenever possible, each provision of this Townhome Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Townhome Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Townhome Declaration are declared to be severable.

9.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article of Section to which they refer.

9.8 NON-LIABILITY. NEITHER THE MASTER SIENNA ASSOCIATION, NOR DECLARANT (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL IN ANY WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS TOWNHOME DECLARATION BY ANY OTHER PERSON OR ENTITY. NEITHER THE MASTER SIENNA ASSOCIATION NOR DECLARANT (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR ANY EMPLOYEE NOR AGENT OF ANY OF THEM) HAS MADE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE COMMON AREA, RESTRICTED RESERVES OR TOWNHOMES OR RESIDENCES, OR

THE EFFECTIVENESS OF ANY GATE, ACCESS SYSTEM OR MEDICAL ALERT SYSTEM. EACH OWNER DOES HEREBY HOLD DECLARANT, THE MASTER SIENNA ASSOCIATION (AND ANY PARTNER, PARENT, SUBSIDIARY, RELATED ENTITY OR EMPLOYEE OR AGENT OF ANY OF THEM) HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE DECLARANT NOR THE MASTER SIENNA ASSOCIATION (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMON PROPERTIES, TOWNHOMES OR RESIDENCES OR THE EFFECTIVENESS OF ANY SUCH SYSTEM. ALL OWNERS SPECIFICALLY ACKNOWLEDGE THAT THE TOWNHOMES MAY HAVE A PERIMETER BOUNDARY SYSTEM, SUCH AS FENCES, WALLS, HEDGES, OR THE LIKE. NEITHER THE MASTER SIENNA ASSOCIATION NOR DECLARANT (NOR ANY PARTNER, NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY TOWNHOMES AND/OR RESIDENCES, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, ANY SUCCESSOR DECLARANT, THE MASTER SIENNA ASSOCIATION, OR THEIR NOMINEES, OR AGENTS OR ASSIGNS, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, MEDICAL ALERT SYSTEM, OR OTHER SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, MEDICAL ALERT SYSTEM OR OTHER SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

9.9 Arbitration. In the event of any dispute arising between, among, against or on behalf of Owners relating to this Townhome Declaration, each party shall appoint one (1) arbitrator. Should any such Owner refuse to appoint an arbitrator within ten (10) days after written request therefore by the Master Sienna Board, the Master Sienna Board shall appoint an arbitrator for the refusing Owner. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) (or more) arbitrators shall be binding upon the Owners and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and located in Fort Bend County, Texas. However, this Section shall not be construed as to require Declarant to arbitrate any enforcement and/or collection action initiated by Declarant hereunder. This Section does not apply to the Master Sienna Association and the Declarant.

9.10 Attorneys' Fees. If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

9.11 Waiver of Environment Conditions. The term "Declarant" as used in this Section 9.11 shall mean Declarant, together with its general partner(s), partners, directors, managers, officers, employees, agents, contractors, sub-contractors, design consultants, architects, advisors, brokers, sales personnel and marketing agents. The term "Association" as used in this Section 9.11 shall include, without limitation, the Master Sienna Association, its board of directors, managers, employees and agents. Declarant and the Master Sienna Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the any Townhome. Neither shall Declarant nor the Master Sienna Association shall be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. Declarant and the Master Sienna Association do not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Townhome will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. Declarant and the Master Sienna Association are not an insurer and each Owner and occupant of any Townhome and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that Declarant and the Master Sienna Association have made no representations or warranties nor has the Declarant and the Master Sienna Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the Community or any portion thereof or any Townhome.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have executed this instrument this 25<sup>th</sup> day of JUNE, 2024.

**DECLARANT:**

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

By: J.F. Jenkins  
(Signature)

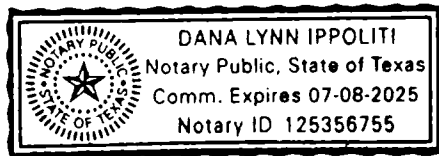
Name: Jimmie F. Jenkins

Title: Authorized Representative

THE STATE OF TEXAS §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 25<sup>th</sup> day of June, 2024, by Jimmie F. Jenkins as Auth. Rep. of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

Dana Ippoliti  
Notary Public – State of Texas



JOINDER BY MASTER SIENNA ASSOCIATION

Executed this 25<sup>th</sup> day of June, 2024, also by the undersigned, as the Master Sienna Association, to acknowledge and agree to its maintenance obligations under this Townhome Declaration.

Sienna Plantation Community Association, Inc., a Texas non-profit corporation

By: *Jimmie F. Jenkins*  
Name: Jimmie F. Jenkins  
Title: President

STATE OF TEXAS §  
COUNTY OF Fort Bend §  
§

This instrument was acknowledged before me on the 25<sup>th</sup> day of June, 2024, by Jimmie F. Jenkins, Pres. of the Sienna Plantation Community Association, Inc., a Texas non-profit corporation, on behalf of such entity.

*Dana Ippoliti*  
Notary Public, State of Texas

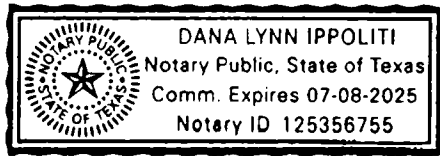




Exhibit A

Townhome Lots

Block 2, Lots 11 - 12

Out of Sienna Plantation Section 14, a subdivision of 27.144 acres of land situated in the David Fitzgerald League, A25, and the William Hall League, A31, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20180256.

Block 1, Lots 1 - 20

Block 2, Lots 1 - 14

Block 3, Lots 1 - 12

Out of Sienna Plantation Section 17A, a subdivision of 10.298 acres of land situated in the David Fitzgerald League, A25, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20190012.

Block 1, Lots 1 - 26

Block 2, Lots 1 - 14

Out of Sienna Section 17B, a subdivision of 18.301 acres of land situated in the David Fitzgerald League, A25, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20200057.

Block 3, Lots 1 - 26

Out of Sienna Section 17C, a subdivision of 18.301 acres of land situated in the David Fitzgerald League, A25, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20200057.

Block 1, Lots 1 - 32

Block 2, Lots 1 - 8

Block 3, Lots 1 - 28

Out of Sienna Section 42, a subdivision of 9.750 acres of land situated in the William Hall Survey, A31, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20210078.

Block 1, Lots 1 - 16

Block 2, Lots 1 - 26

Out of Sienna Section 43, a subdivision of 5.974 acres of land situated in the William Hall Survey, A31, Fort Bend County, Texas according to the plat thereof recorded in the Official Records of Fort Bend County at 20220006.