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SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SIENNA PLANTATION
(SIENNA PLANTATION RESIDENTIAL
ASSOCIATION, INC.)

After Recording, Return To:

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**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION**

(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (the "Declaration") is approved by the undersigned Declarant.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 9734406 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Original Declaration");

WHEREAS, the Amended and Restated First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 2000019691 in the Official Public Records of Real Property of Fort Bend County, Texas (the "First Amendment");

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 2000053209 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Second Amendment");

WHEREAS, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 2007152920 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Third Amendment");

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 2009109534 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Amended and Restated Declaration");

WHEREAS, the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) is filed of record under Clerk's File Number 2011096614 in the Official Public Records of Real Property of Fort Bend County, Texas (the "First Amendment to Amended and Restated Declaration");

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, Third Amendment, Amended and Restated Declaration and First Amendment to Amended and Restated Declaration shall hereinafter be collectively referred to as the "Prior Declarations";

WHEREAS, from and after the date of the Original Declaration, certain portions of the Subdivision, as defined herein, have been platted, sold and/or sold as Lots. The plats and tracts were described in detail in the Prior Declarations, which legal descriptions are incorporated herein by reference for all purposes;

WHEREAS, the Subdivision is additionally subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Property Owners Association, Inc.) dated October 3, 1996 and filed under Clerk's File No. 9670899 and recorded in the Official Records of Fort Bend County, Texas as same may have been or may be amended from time to time (the "Sienna Plantation Master Declaration");

WHEREAS, this Declaration imposes mutually beneficial restrictions, in addition to the restrictions of the Sienna Plantation Master Declaration, under a general plan of improvements for the benefit of all Owners of the Property (as hereinafter defined) within the Subdivision and such other property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) as well as a flexible and reasonable procedure for the overall development of such Property and a method for the administration, maintenance, preservation, use, and enjoyment of such Property;

WHEREAS, the Prior Declarations are hereby amended and restated in their entirety and if any conflicts arise between the Prior Declarations and this Declaration, this Declaration shall control;

WHEREAS, the Declarant has the authority under Article X, Section V of the Amended and Restated Declaration to unilaterally amend and restate the Amended and Restated Declaration.

NOW, THEREFORE, Declarant hereby declares that the Lots (as hereinafter defined) within the Subdivision are hereby subjected to the provisions of this Declaration and such Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, Assessments (as defined below), and liens herein set forth, and which shall run with the title to the real Property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such Property, 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 Property is subject to this Declaration, which may be amended or supplemented from time to time. If any conflict exists between all or any portion of this Declaration and any supplement, the more restrictive provision shall control. If any conflict exists between all or any portion of this Declaration and any amendment, the more restrictive provision shall control.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of

the Association. Road rights-of-ways within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 2. "Articles of Incorporation" means the Articles of Incorporation of the Sienna Plantation Residential Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 3. "Assessment" shall mean any assessment levied against Lots, including but not limited to Residential Assessments, Neighborhood Assessments, Special Assessments, foundation fees and/or any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration, the Bylaws, Rules, Policies, Guidelines or other Dedicatory Instrument levied by the Association for purposes of obtaining funds to pay Association Expenses or for other purposes as provided herein, as well as to pay the assessments levied by the Sienna Plantation Master Association pursuant to the Sienna Plantation Master Declaration which are to be included within the Assessments levied by the Association and paid by the Association to the Sienna Plantation Master Association on behalf of the Owners of the Lots within the jurisdiction of the Association.

SECTION 4. "Association" shall mean and refer to Sienna Plantation Residential Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors, replacements, and assigns, which has jurisdiction over all Properties located within the land encumbered under this Declaration, as same may be amended from time to time. There may be one or more non-profit corporations formed under the laws of the State of Texas, however no more than one may exist at a time. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

SECTION 5. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserves, all as may be found to be necessary and appropriate by the Association pursuant to this Declaration and the Association's Dedicatory Instruments.

SECTION 6. "Board of Directors" or "Board" shall mean the governing body of the Association.

SECTION 7. "Builder" shall mean and refer to a corporate entity authorized to do business in the state of Texas, the primary purpose of said entity being the business of construction and sale of Residences. Builders shall be further limited to such an entity that, as the contractor, builds and directly supervises the building operations of a Residence.

SECTION 8. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

SECTION 9. "City" shall mean and refer to the City of Missouri City, Texas.

SECTION 10. "Common Area" shall mean and refer to any and all real and personal property owned in fee or held in easement, lease or license by the Association and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.

SECTION 11. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may be defined in the Guidelines, Policies and/or Rules promulgated by the Association. Such standards may be specifically determined and modified by the Association or RRC, as set forth in this Declaration.

SECTION 12. "Declarant" shall mean and refer to Sienna/Johnson Development, L.P., a Texas limited partnership, and its successors and assigns, provided that in an instrument of conveyance to an assign or by a separate written instrument, placed of record in the real property records of Fort Bend County, Texas, the successor or assign or any other entity is designated as the "Declarant", which instrument encumbers any portion of the Subdivision.

SECTION 13. "Declarant Control Period" means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision, the right to direct the size, shape and composition of the Subdivision and the right to appoint the members of the RRC, as defined hereafter, and ending on the date on which the Declarant no longer owns any portion of the Property.

SECTION 14. "Declaration" shall mean this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) as it may be amended in accordance with the provisions hereof.

SECTION 15. "Dedictory Instruments" shall mean each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Articles of Incorporation and similar instruments governing the administration or operation of the Association, as well as any and all Rules, Guidelines and Policies, and any amendments to such documents, enforceable by the Association.

SECTION 16. "Deed Restriction Violation" means a condition on a Lot that does not comply with the terms and conditions of all Dedictory Instruments. Failure to pay all amounts due and owing on a Lot shall also be considered a Deed Restriction Violation.

SECTION 17. "Dwelling" or "Residence" means a main residential structure constructed on a Lot or Homesite intended for residential use.

SECTION 18. "Exclusive Common Area" shall mean and refer to the property and facilities which by plat or otherwise are restricted solely for use by the Owners and Occupants of a certain Neighborhood, which property and facilities may be maintained by the Association at the expense of such Neighborhood to be paid from Neighborhood Assessments.

SECTION 19. "Guidelines" means General Guidelines, Specific Guidelines, as well as any other community standards and general, architectural, landscape, RRC and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics. Guidelines may be amended at any time as set forth by the terms of this Declaration, and there shall be no limitation on the number and scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines may be promulgated by the RRC or Association, pursuant to the terms set forth herein, and enforceable by the Association.

SECTION 20. "General Guidelines", as same may be further defined herein, means standards, requirements, application procedures, as well as any other community standards and general architectural, landscape, RRC and/or builder guidelines that may set forth various standards relating to Dwellings, Lots and Homesites within the Subdivision, as well as the construction and modification of improvements related to the Dwellings, Lots and Homesites subject to this Declaration. General Guidelines may be amended at any time as set forth by the terms of this Declaration, and there shall be no limitation on the number and scope of amendments to General Guidelines, and such amendments may remove requirements previously imposed or otherwise make General Guidelines less restrictive. General Guidelines may be promulgated by the RRC or Association, pursuant to the terms set forth herein, and enforceable by the Association.

SECTION 21. "Homesite" shall mean one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.

SECTION 22. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped upon which a Residence has been constructed, or it is intended by the Declarant that a Residence be constructed, excluding reserve tracts, but including Lots created by the platting or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land planned for single family residential development which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights, duties and obligations of membership in the Association. There shall be an Assessment due for each Lot owned as defined by the then-plat of record. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.

SECTION 23. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

SECTION 24. "Member in Good Standing" shall mean (a) a Member who is not delinquent in the payment of any Assessment against the Member's Property or any interest, late charges, costs or reasonable attorney's fees added to such Assessment under the provisions of the

Dedictory Instruments or as provided by law, (b) a Member who is not delinquent on payments made pursuant to a payment plan for Assessments, (c) a Member who does not have any condition on his Property which violates any Dedictory Instrument which has progressed to the stage of a written notice of a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (d) a Member who has not failed to pay any fine levied against the Member and/or the Member's Property pursuant to the Dedictory Instruments, and (e) a Member who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Residence does not qualify as a Member in Good Standing, then all Occupants of such Residence shall not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.

SECTION 25. "Missouri City Construction Standards" shall have the meaning set forth in Section 18 of Article VII hereof.

SECTION 26. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a purchase money lien upon a Lot.

SECTION 27. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 28. "Neighborhood" shall mean and refer to a separately designated and denominated area within the Properties. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such Property shall constitute a separate Neighborhood. All Property within the jurisdiction of the Association which is not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood. The Association may grant separate Neighborhood status to any area and may consolidate and/or re-designate Neighborhoods as set forth herein.

SECTION 29. "Neighborhood Assessments" shall mean assessments levied by the Association for payment of the Neighborhood Expenses of a particular Neighborhood.

SECTION 30. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owners and Occupants of the Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized hereby.

SECTION 31. "Occupant" shall mean residents, tenants, lessees, guests, and invitees of any Lot or Dwelling within the Properties for any period of time.

SECTION 32. "Outbuildings" shall mean and refer to structures such as (by way of example and not limitation) storage buildings, sheds, greenhouses, gazebos and shade trellises. Outbuildings shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the RRC. Reasonable Guidelines may be established from time to time

addressing factors including, but not limited to, the appearance, type, size, quality and location of Outbuildings on a Lot.

SECTION 33. "Owner" shall mean and refer to the record owner, whether one or more Persons of the fee simple title to a Lot within the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an interest in the mineral estate.

SECTION 34. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 35. "Policy" or "Policies" shall mean and refer to standards, requirements or procedures promulgated and enforceable by the Association relating to the administration of the Subdivision, by way of example but not limitation, policies related to collection of Assessments, document retention, copying of Association documents and fines.

SECTION 36. "Property", "Properties" and/or "Subdivision" shall mean and refer to all property encumbered by the Prior Declarations and this Declaration and made subject to the jurisdiction of the Association.

SECTION 37. "Residential Assessments" shall mean assessments levied by the Association for Association Expenses determined by the Association to benefit all Owners and Occupants of the Lots within the Properties.

SECTION 38. "Residential Review Committee" or "RRC" refers to the Sienna Plantation Residential Review Committee.

SECTION 39. "Rules" or "Rules and Regulations" shall mean and refer to standards, requirements or procedures promulgated and enforceable by the Association relating to certain behavior or conduct within the Subdivision, by way of example but not limitation, rules related to parking and dog nuisance.

SECTION 40. "Sienna Plantation Master Association" shall mean and refer to Sienna Plantation Property Owners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns, which is the entity created to administer the Sienna Plantation Master Declaration. The Association will be a member of the Sienna Plantation Master Association pursuant to the Sienna Plantation Master Declaration and, acting through its president or other designated officer, will have the right to one (1) vote for each Lot within its jurisdiction.

SECTION 41. "Sienna Plantation Master Declaration" refers to that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Property Owners Association, Inc.) filed under County Clerk's File No. 9670899 and recorded in the Official Records of Fort Bend County, Texas, which encumbers certain property within Sienna Plantation, as such instrument has been or may be amended from time to time.

SECTION 42. "Sienna Plantation Master Review Committee" refers to the Sienna Plantation Architectural Review Committee created by the Sienna Plantation Master Declaration which has the authority to adopt the Design Guidelines, as defined therein, and the right to approve plans and specifications for improvements constructed on the property within the jurisdiction of the Sienna Plantation Master Association as set forth in the Sienna Plantation Master Declaration. Primary responsibility for the approval of plans and specifications for improvements on the Lots within the jurisdiction of the Association is delegated by the Sienna Plantation Master Review Committee to the Sienna Plantation RRC, as set forth in the Sienna Plantation Master Declaration.

SECTION 43. "Special Assessment" means an assessment levied pursuant to this Declaration for a specific purpose.

SECTION 44. "Specific Guidelines" as same may be further defined herein, means detailed standards and requirements, as well as any other community standards and architectural, landscape, RRC and/or builder guidelines that may set forth various unique standards relating to the Dwellings, Lots and Homesites, as well as the construction and modification of improvements related to the Dwellings, Lots and Homesites, within a certain specified section or Neighborhood within the Subdivision. Specific Guidelines may be amended at any time as set forth by the terms of this Declaration. There shall be no limitation on the number and scope of amendments to Specific Guidelines, and such amendments may remove requirements previously imposed or otherwise make Specific Guidelines less restrictive. Specific Guidelines may be promulgated by the RRC or Association, pursuant to terms set forth herein, and enforceable by the Association.

SECTION 45. "Street" shall refer to any public or private street, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 46. "Supplemental Declaration" shall refer to (i) a separate declaration of covenants, conditions and restrictions which is imposed on Property within the jurisdiction of the Association and which may be enforced by the Association, (ii) an instrument which designates a Neighborhood or imposes additional restrictions on a portion of the Properties which may be enforced by the Association or (iii) a document pursuant to which property is annexed into the jurisdiction of the Association. Supplemental Declaration may also be referred to as a "Declaration of Annexation".

SECTION 47. "Village" shall mean and refer to a generally designated area within the Properties, consisting of one or more Neighborhoods, that may have a Village Committee as set forth in detail in the Bylaws.

ARTICLE II. SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.

SECTION 1. ORGANIZATION.

The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection,

expenditure, and management of the maintenance funds, enforcement of the Dedicatory Instruments, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of improvements on the Lots.

SECTION 2. MEMBERSHIP.

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be exercised by a Member or the Member's spouse, subject to the provisions of the Dedicatory Instruments. A holder of a mere security interest (such as a mortgagee, or holder of any other lien against the Property) will not be considered a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board, subject to the provisions of the Dedicatory Instruments.

All duties and obligations set forth in the Dedicatory Instruments, as applicable, are the responsibility of each Member. No waiver of use of rights of enjoyment as set forth herein shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership began with the execution of the Original Declaration and shall pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

In consideration for being a Member in Good Standing, all Owners of Lots in the Subdivision, and subsequently annexed sections, if any, shall have the right to the use and enjoyment of the Common Area in the Subdivision.

SECTION 3. VOTING.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one vote cast per Lot. The approval of multiple Owners of a Lot shall be reflected by the signature of a single co-Owner. The Association shall have two classes of membership, Class "A" and Class "B", as follows:

- (a) CLASS A. Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote per Lot is granted to Class A Members.

- (b) CLASS B. The Class B Members shall include the Declarant and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Such conferring of Class B Membership shall be in writing by the Declarant. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Five (5) votes shall be granted to Class B Members for each Lot owned.

Declarant shall retain the authority to appoint all members of the Board until the earlier to occur of the following:

- (1) On or before the 120th day after the date that seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration are conveyed to Owners other than the Declarant; at which time one-third (1/3) of the Board members (who must be Members of the Association) must be elected by the Owners other than the Declarant; or
- (2) The Declarant assigns to the Association its authority to appoint all or any other portion of the members of the Board. If such assignment occurs prior to the termination of Declarant's authority under Subsection (1) immediately above, the assignment must be evidenced by an instrument recorded in the Real Property Records of Fort Bend County, Texas.

Declarant shall retain the authority to appoint two-thirds (2/3) of the members of the Board until such time as Declarant no longer owns any portion of the Property, or such right is relinquished by the Declarant.

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the members of the Board (who must be Members of the Association) pursuant to the Dedicatory Instruments. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning Property in the Subdivision, only Declarant's Class B Membership shall be restored (no other previously designated Class B membership shall be restored), until it again terminates as specified in (1) or (2) above. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any Person(s).

SECTION 4. VOTING PROCEDURES.

Class A and Class B members shall exercise their votes as set out in the Dedicatory Instruments.

SECTION 5. NEIGHBORHOODS.

The Declarant shall have the right to designate, re-designate, and denominate any area within the Properties as a Neighborhood by a Supplemental Declaration. All portions of the

Properties not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood. If a platted subdivision has not been designated by the Declarant as a Neighborhood, the Owners of a majority of the Lots in such subdivision may petition the Association for Neighborhood status. In addition, upon a petition signed by the Owners of the majority of the Lots in a Neighborhood, any Neighborhood may apply to the Association to divide the Property comprising the Neighborhood into two (2) or more Neighborhoods, or upon a petition signed by the Owners of the majority of the Lots in each of two (2) Neighborhoods, to combine such two (2) Neighborhoods into one (1) Neighborhood.

Any such application shall be in writing and shall include a plat or survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Lots included within the proposed Neighborhood(s). A request for designation of a platted subdivision as a Neighborhood or a Neighborhood division request shall automatically be deemed granted unless the Association denies such application in writing within ninety (90) days of its receipt thereof. The Association may deny an application only upon determination that there is no reasonable basis for distinguishing the platted subdivision from the other portions of the Properties not within a Neighborhood or between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained pursuant to the Association's document retention Policy.

SECTION 6. SELF HELP.

"Self Help" shall mean the authority, but not the obligation, of the Association to enter upon a Lot or Homesite and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot and/or Homesite into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the Association. In exercising its Self Help remedy, the Association shall have the right of entry and shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association, the Board, or its designees or agents be liable for any accounting or other claim for such action. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice, or other notice that may be required by law, of its intent to exercise Self Help.

Any costs, including but not limited to reasonable administrative costs incurred in the exercise of the Self Help remedy, shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The costs incurred in the exercise of the Self Help remedy shall be charged to the subject Owner's Assessment account and shall be supported by the continuing lien created in the Original Declaration and as set out herein.

ARTICLE III. COVENANT FOR ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENT.

The Assessments set forth herein shall be used to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and Occupants in the Properties. The judgment of the Association as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith; provided, however, the Association shall, on behalf of the Owners of all Lots within its jurisdiction, pay as a first priority use of its funds all annual assessments and special assessments levied by the Sienna Plantation Master Association pursuant to the Sienna Plantation Master Declaration against the Lots within the Association's jurisdiction. After payment of such assessments to the Sienna Plantation Master Association, funds obtained by the Association may be used for the benefit of the Properties, as determined by the Association and in particular, by way of illustration, and not limitation, to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, modification and improvement of the Area of Common Responsibility, including road rights-of-way and drainage easements within, adjacent to and in the vicinity of the Properties;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining, modifying or replacing any landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements or modifications to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Contracting for street lights in the Properties;
- ix. Collecting and disposing of trash, garbage, rubbish and other similar materials if the Association decides to provide such service to the Properties;

- x. Payment of legal fees and expenses incurred;
- xi. Employing policemen or watchmen;
- xii. Contracting for insect and pest control such as mosquito fogging;
- xiii. Carrying out the duties of the Association;
- xiv. Creation and funding of such reserve funds as the Association deems necessary; and
- xv. Carrying out such purposes of the Association as generally benefit the Members of the Association.
- xvi. Repayment of loans that were taken out by the Association.

SECTION 2. TYPES OF ASSESSMENTS.

Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) Residential Assessments; (ii) Neighborhood Assessments, if applicable; and (iii) Special Assessments to be established and collected as hereinafter provided in this Article. The Assessments levied by the Association shall include amounts sufficient to enable the Association to pay, on behalf of all Owners of the Lots within the Properties, the assessments levied on such Lots by the Sienna Plantation Master Association pursuant to the Sienna Plantation Master Declaration.

(a) Residential Assessments.

Residential Assessments shall be levied for Association Expenses which are determined by the Association to benefit all Members. Such expenses benefitting all Members shall be all Association Expenses except the expenses which are determined by the Association to benefit a particular Neighborhood or Neighborhoods. The good faith determination by the Association of which Association Expenses constitute Neighborhood Expenses shall be final. The annual Residential Assessments shall be levied for each calendar year in advance and shall be due and payable on January 1 unless a different due date is specified by the Association.

(b) Neighborhood Assessments.

Neighborhood Assessments shall be levied against the Lots in a particular Neighborhood where the Association has determined that certain Association Expenses benefit only that Neighborhood. Upon written request by Owners of more than fifty percent (50%) of the Lots within a Neighborhood, the Association shall initiate a service benefiting only that particular Neighborhood which shall be paid for by a Neighborhood Assessment or the Association shall discontinue a service previously provided to a Neighborhood. Association Expenses benefitting only a particular Neighborhood may include, without limitation, Association Expenses incurred for maintenance and repair of the following items and provision of the following services within

a particular Neighborhood: private streets, trash and garbage back door pick-up service as opposed to curb side service, mailboxes, and operation and maintenance of Exclusive Common Areas, landscaping, fountains, lighting and signage within the particular Neighborhood. The Neighborhood Assessment applicable to a particular Neighborhood shall be divided by the number of Lots in such Neighborhood (exclusive of the Lots owned by the Declarant during the Declarant Control Period) and each Owner of a Lot (other than the Declarant) contained within the concerned Neighborhood shall be assessed an amount equal to the quotient so obtained.

SECTION 3. LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Association not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by attorneys and/or any collection agencies used in collecting Assessments), fines, late fees, and reasonable attorney's fees and court costs actually incurred, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, costs, fines, late fees, and reasonable attorney's fees and court costs actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the Lot against which the Assessment is made as hereinafter provided in this Section.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the Lot owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the Lot previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such Lot was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning a Lot against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association.

With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent

Assessments on the basis of such Person's failure to receive notice thereof if the Association sent such notice by regular U.S. Mail to the most recent address of the Person according to the records of the Association.

Residential Assessments and Neighborhood Assessments shall be payable annually on a date specified by the Association; provided, however, the Association may, at its option, require payment of such Assessments in monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Association.

SECTION 4. COMPUTATION.

It shall be the duty of the Association to prepare a budget covering the estimated costs of operating the Association during each calendar year, taking into consideration any subsidy payments to be received from the Declarant pursuant to an agreement with the Association and any additional property to be annexed into the jurisdiction of the Association in the forthcoming year. Such budget may include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for expenses benefiting each Neighborhood which will be paid with a Neighborhood Assessment. In the event that the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The Association Expenses shall be allocated as follows:

- (i) The amount of all estimated expenses to be incurred for the sole benefit of a particular Neighborhood shall be determined for each Neighborhood and that portion of the total estimated Association Expenses attributable to a particular Neighborhood shall be allocated among the Owners of the Lots in the Neighborhood as provided in Section 2(b) of this Article III, and shall be levied as Neighborhood Assessments; and
- (ii) The remaining Association Expenses shall be levied as Residential Assessments, and shall be allocated among the Owners of all of the Lots in the Properties as provided in Section 2(a) of this Article III.

The Association shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

SECTION 5. SPECIAL ASSESSMENTS.

In addition to the other Assessments authorized herein, the Association may levy one or more Special Assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto and unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense

benefiting the Association; provided, however, except as otherwise hereinafter provided any such Special Assessment must have the written consent of the Class "B" Member, as long as such membership exists, and a per-Lot Special Assessment in an amount greater than twenty percent (20%) of the most recent annual Residential Assessment per Lot must be approved by Members who have a majority of the then total votes entitled to be cast of the Association. However, a Special Assessment levied by the Association to obtain funds to pay a Special Assessment levied by the Sienna Plantation Master Association pursuant to the Sienna Plantation Master Declaration on behalf of the Owners shall not require such approval of the Members or the Class "B" Member.

The Association may also levy one or more Special Assessments in any fiscal year for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, or repair or replacement of a capital improvement located upon Exclusive Common Area, including fixtures and personal property related thereto; provided, however, that any such Special Assessment shall have the affirmative vote entitled to be cast or written consent of the Owners of a majority of the Lots in the Neighborhood or Neighborhoods entitled to exclusive use of such Exclusive Common Area.

If a Special Assessment is approved as herein required and levied, it shall be paid as determined by the Association, and the Association may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed. Special Assessments shall be allocated among all Owners in the same manner as Residential Assessments unless the purpose of the Special Assessment is to provide funds to be used for Exclusive Common Area facilities, in which event the Special Assessment shall be allocated solely among the Owners of the Property in the Neighborhood or Neighborhoods entitled to use the applicable Exclusive Common Area in the same manner as a Neighborhood Assessment.

SECTION 6. CAPITALIZATION OF ASSOCIATION.

For all Lots (i) closed or (ii) committed to be closed in a contract by the Declarant before November 1, 2007, this Section shall apply as follows:

Upon acquisition of record title to a Lot by the first Owner thereof other than a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount equal to fifty percent (50%) of the annual Residential Assessment for such Lot for that year and fifty percent (50%) of the annual Neighborhood Assessment for such Lot, if any. This amount shall be in addition to, not in lieu of, the annual Residential Assessment and Neighborhood Assessment and shall not be considered an advance payment of such Assessments. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

For all Lots (i) closed or (ii) committed to be closed in a contract by the Declarant on or after November 1, 2007, this Section shall apply as follows:

Upon acquisition of record title to a Lot by the first Owner thereof other than a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount equal to one hundred percent (100%) of the annual Residential Assessment for such Lot for that

year and one hundred percent (100%) of the annual Neighborhood Assessment for such Lot, if any ("Capitalization Fee"). This amount shall be in addition to, not in lieu of, the annual Residential Assessment and Neighborhood Assessment and shall not be considered an advance payment of such Assessments. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

SECTION 7. FUTURE LIENS.

All Persons acquiring liens or encumbrances on any Property subject to this Declaration after the recording of the Original Declaration in the real property records of Fort Bend County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 8. SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES.

The lien securing the Assessments shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any purchase money Mortgage which has been recorded in the real property records of Fort Bend County, Texas. Sale or transfer of any Lot subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a purchase money Mortgage shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any Assessments which are not paid in full by the date specified by the Association shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at the lesser of eighteen percent (18%) per annum or such other interest rate as the Association may from time to time determine or the maximum lawful rate of interest. If the Assessment is not paid when due, the lien created by the Original Declaration and set forth herein against the affected Lot shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, late fees, fines, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law and shall be the personal obligation of the Owner of the Lot at the time the Assessment became due. In the event that the Assessment remains unpaid after ninety (90) days, the Association may institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien against the Lot of such Owner.

The Association's lien is created by recordation of the Original Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required, but is permitted at the discretion of the Association. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association.

If so appointed, the appointee shall have no liability for carrying out the requested action, unless they are adjudicated to have acted with willful misconduct. The Association shall exercise its power of sale pursuant to the laws of the State of Texas. Each Owner grants a power of sale to the Association to sell such Property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

Although no further action is required to create or perfect the lien, the Association may, as further evidence, give notice of the lien by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien.

The Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code (or its successor statute) by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer. Nothing herein shall prohibit the Association from taking a deed in lieu of

foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments by non-use of Common Area or abandonment of the Lot owned by such Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Dedicatory Instruments, 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 to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of Declarant and each Owner.

SECTION 10. ASSESSMENT OBLIGATION OF DECLARANT.

Subject to the further provisions hereof, Declarant, on behalf of itself and its successors and assigns to whom its rights as Declarant are expressly assigned, covenants and agrees to pay the full amount of the Assessments provided herein for the Lots that it owns. However, during the Declarant Control Period, the Declarant shall have no obligation to pay Neighborhood Assessments and may annually elect, by written notice to the Association on or before November 1, either to pay Residential Assessments on its Lots as herein provided for the following calendar year or to pay the Association the difference between the amount of Residential Assessments collected on all other Lots subject to Assessment and the amount of the actual expenditures incurred to operate the Association during such calendar year. The payment by Declarant of such a subsidy in any year in lieu of Residential Assessments shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant shall be billed the difference between the total approved budget for the year less the total amount due by Class A Members.

Notwithstanding anything to the contrary herein, the Declarant may pay Residential Assessments or a subsidy in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind payment"). The amount by which Residential Assessments or a subsidy shall be decreased as a result of any in kind payment shall be the fair market value of the in kind payment. If the Declarant and the Association agree as to the value of any in kind payment, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any in kind payment, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the in kind payment, the value shall be deemed to be the average of the bids received from the three (3) independent contractors.

SECTION 11. FOUNDATION FEE.

(a) Authority. In compliance with applicable law, on behalf of the Sienna Plantation Community Services Foundation, Inc. (the "Foundation"), the Association shall have the authority to establish and collect a foundation fee from the transferring Owner upon each transfer of title to a Lot within the Properties (except transfers which are specifically hereafter exempted). Such foundation fee shall be payable to the Association at the closing of the transfer of the Lot and shall be secured by the Association's lien, as provided herein. The transferring Owner shall notify the Association's Secretary of a pending title transfer at least seven days prior to the transfer. Such notice shall include the name of the buyer, the date of title transfer, and other information as the Association may require. If at a later date the collection of such fee on behalf of the Foundation is invalidated by Texas law or court ruling, then the Association may collect such fee for the purposes set out below.

(b) Fee Limit. The Association from time to time shall determine the amount of the foundation fee after consultation with the Foundation. The foundation fee may be based upon a sliding scale which varies in accordance with the "Gross Selling Price" of the Lot or another factor as determined by the Association; provided, any such foundation fee shall be equal to an amount not greater than one-half of one percent (0.50%) of the Gross Selling Price of the Lot upon the conveyance of a Lot from a Builder to an Owner, or one-half of one percent (0.50%) of the Gross Selling Price of the Lot upon the conveyance of a Lot by an Owner other than a Builder to another Person. For the purpose of determining the amount of the foundation fee, the Gross Selling Price shall be the total cost to the purchaser of the Lot, including improvements, as indicated on the title company's closing statement.

(c) Purpose. All foundation fees which the Association collects on behalf of the Foundation shall be deposited into a segregated account used for such purposes as the Foundation, acting through its board of trustees, deems beneficial to the general good and welfare of the Sienna Plantation community. If the collection of such fee on behalf of the Foundation is invalidated by Texas law or court ruling, the Association may deposit the fees into its own account for the benefit of the Sienna Plantation community as determined by the sole discretion of the Association. By way of example and not limitation, such foundation fees might be used to assist the Association or one or more tax-exempt entities in funding:

- (i) preservation and maintenance of natural areas, wildlife preserves, archaeological sites, areas of historical or cultural significance or similar conservation areas, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment at Sienna Plantation;
- (ii) programs and activities which serve to promote a sense of community within Sienna Plantation, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs;
- (iii) social services, community outreach programs and other charitable causes;
and

(iv) enhancement and/or improvement of infrastructure within the Properties.

(d) Exempt Transfers. Notwithstanding the above, no foundation fee shall be levied upon transfer of title to a Lot:

- (i) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;
- (ii) to the Owner's estate, surviving spouse, or child upon the death of the Owner;
- (iii) to any entity wholly owned by the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due;
- (iv) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage;
- (v) upon the first conveyance of a Lot that is unimproved;
- (vi) upon the conveyance of a Lot by an Owner other than a Builder who acquired title to his Property prior to December 31, 1999 or who acquired title thereafter pursuant to a purchase contract entered into prior to December 31, 1999; or
- (vii) upon the conveyance by a Builder of a Lot it acquired title to prior to December 15, 1999.

(e) Alternative Entities. In the event that the Foundation is dissolved or for any other reason ceases to exist, the Association, at its sole discretion, may form or designate another non-profit corporation to receive the foundation fees provided for pursuant to this Section. If the Association fails to designate or form such non-profit corporation the Association shall have the authority to collect and utilize the foundation fees as provided in this Section.

ARTICLE IV. RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHTS OF ACCESS AND ENJOYMENT.

Subject to the further provisions of this Section, every Member shall have a right of access to and enjoyment of the Common Area, and such right shall be appurtenant to and shall pass with the title to the Lot owned by such Member. Such rights shall be subject to notice and an opportunity to be heard, if required by law, and to the following:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association, shall have the right to establish reasonable Rules and Regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such Rules and Regulations.
- (f) The Association shall have the right to dedicate, sell or convey all or any part of the Common Area and the right to grant or dedicate easements over the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements with one or more Persons pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.
- (h) No Member may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. This provision does not prevent the Association and a Member from entering into an agreement regarding the use or ownership of a portion of the Common Area. Any Member or his Occupants that cause damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Lot.

SECTION 2. DELEGATION OF USE.

Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such guests or other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all rights to use the Common Area to the Occupants of any leased residence. An Owner, who has leased the use of his/her premises, shall have been deemed to have assigned the use of the Common Area to the Occupants and shall not have the right to utilize the Common Area during the term of the lease.

SECTION 3. RIGHTS OF DECLARANT DURING CONSTRUCTION AND SALE PERIOD.

Notwithstanding any provisions contained in this Declaration, until the Declarant has developed and sold all of its land within the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain upon such portion of the Properties as Declarant may deem necessary, such facilities, and carry on such activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Declarant-approved Owner's development, construction, and sales activities related to their Properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices. Declarant and any such Owner may use Residences owned or leased by Declarant or such Owner as model residences and sales offices.

SECTION 4. NO PARTITION.

There shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE V. EASEMENTS

SECTION 1. EASEMENTS-GENERAL.

Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

There is hereby granted to Fort Bend County, to the City of Missouri City, and to such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 3. EASEMENTS FOR ASSOCIATION.

There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Common Area, Lot or any portion thereof in the performance of their respective duties or the enforcement of the provisions of the Dedicatory Instruments or the enforcement of the Association's Self Help remedy. The Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry or enforcement of the Dedicatory Instruments. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, levee breach or other natural disasters.

SECTION 4. EASEMENTS FOR GREEN BELT, POND MAINTENANCE, FLOOD WATER AND OTHER LANDSCAPE RESERVES.

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in the Dedicatory Instruments. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own any portion of the Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument.

SECTION 5. EASEMENTS TO SERVE ADDITIONAL PROPERTY.

The Declarant and Association and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement

shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

ARTICLE VI. INSURANCE

SECTION 1. INSURANCE.

The Association, or its duly authorized agent, shall have the authority, but not the obligation, to obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood, obtain casualty insurance on the Exclusive Common Area within the Neighborhood, which may be a Neighborhood Expense. Such insurance policies shall be in such amount or amounts as the Association deems appropriate.

The Association may also obtain a liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, the Members or Occupants, in such amount as the Association deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the Residential Assessments and the premiums for insurance on Exclusive Common Area shall be included in the Neighborhood Assessment of the Neighborhood(s) benefitted thereby. In addition to the other insurance discussed in this Section, the Association may also obtain, as an Association Expense payable from Residential Assessments, (i) worker's compensation insurance, and the Association shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION.

Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Association or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area or the Exclusive Common Area of any Neighborhood, the damaged or destroyed property shall be restored to its natural state and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition.

If insurance proceeds are insufficient to cover a repair or reconstruction, the Association may levy a Special Assessment to cover the shortfall, subject to the requirements set forth herein.

ARTICLE VII. ARCHITECTURAL STANDARDS AND RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of the Dedicatory Instruments or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition.

SECTION 1. THE RRC, GUIDELINES AND THE ROLE OF MSC AND BOARD.

a. The RRC

The Sienna Plantation Residential Review Committee (sometimes hereinafter called the "Residential Review Committee" or "RRC") shall be a committee of the Board. The RRC shall have jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the Residences and other improvements on the Lots governed by the Dedicatory Instruments. The RRC is a "Residential ARC" as such term is defined in the Sienna Plantation Master Declaration.

The RRC shall consist of a minimum of three (3) and a maximum of five (5) members, one of whom may be designated as representative to act on behalf of the RRC. Until the date on which it no longer owns any portion of the Property, the Declarant shall have the right to appoint all members of the RRC as well as the right to remove any member. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Fort Bend County, Texas.

At any time prior to the expiration of Declarant's right to appoint members to the RRC, the Declarant may, without obligation, assign to the Association, or such other person the Declarant deems appropriate, all or a portion of Declarant's RRC rights and/or responsibility for review and approval of construction of improvements and modifications to existing Dwellings.

Following the expiration of Declarant's right to appoint members to the RRC, the Board shall appoint the members of the RRC, who must be Members in Good Standing. The Board reserves the right to set the terms, and to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole authority and discretion of the Board.

The RRC and, after the termination of the Declarant Control Period, the Association, is authorized, but not obligated, to retain the services of consulting architects, landscape architects,

urban designers, engineers, inspectors, and/or attorneys in order to advise and assist it in performing its functions set forth herein.

b. Guidelines

During the Declarant Control Period, the RRC may establish Guidelines, which it may modify or amend as it deems necessary and appropriate for the orderly development of the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. During the Declarant Control Period, the Guidelines may be amended by the RRC. Such amendments shall not be applied retroactively to reverse a prior approval granted by the RRC to any Owner or prospective purchaser of any Homesite, but will apply to the replacement or modification of such prior approved improvements.

After the termination of the Declarant Control Period, the Association may establish Guidelines, which it may modify or amend as it deems necessary and appropriate for the orderly development of the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. After the termination of the Declarant Control Period, the Guidelines may be amended by the Association. Such amendments shall not be applied retroactively to reverse a prior approval granted by the RRC to any Owner or prospective purchaser of any Homesite, but will apply to the replacement or modification of such prior approved improvements.

Subject to the provisions of this Article, there shall be no limitation on the scope and number of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable by the Association against each Owner in the same manner as any other restriction set forth in this Declaration.

c. Modifications Sub-Committee

During the Declarant Control Period, the RRC shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a sub-committee, which may be referred to as the "Modifications Sub-Committee" or "MSC". The MSC shall serve at the pleasure of the RRC. The members of the MSC shall be appointed, and may be removed, by the RRC.

After the expiration of the Declarant Control Period, the Association shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a sub-committee, which may be referred to as the "Modifications Sub-Committee" or "MSC". The MSC shall serve at the

pleasure of the Board. The members of the MSC shall be appointed, and may be removed, by the Board.

d. Appeals

During the Declarant Control Period, a denial by the MSC, if it is created, may be appealed to the RRC. The RRC shall have the right to review any action or non-action taken by the MSC and shall be the final authority.

After the expiration of the Declarant Control Period, a denial by the MSC, if it is created, may be appealed to the RRC. Additionally, a denial by the RRC may be appealed to the Board. After the expiration of the Declarant Control Period, the Board shall have the right to review any action or non-action taken by the RRC and/or MSC and shall be the final authority.

SECTION 2. ARCHITECTURAL APPROVAL REQUIRED.

To preserve the architectural and aesthetic appearance of the Subdivision, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any Lot or Homesite in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, play forts, play houses, swing sets and other recreational equipment, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other Outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the RRC, a survey showing the location of trees of four (4) inches or more in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the RRC as to the compliance of such plans and specifications with the Dedicatory Instruments, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the RRC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved."

The RRC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his Property any color desired. The RRC, shall have the discretion to determine whether plans and specifications submitted for approval are complete and/or acceptable and shall use reasonable efforts to give its approval or disapproval of plans and specifications within forty-five (45) days after submission of all items required. The failure to respond within such period shall be deemed to be a disapproval unless written approval is thereafter given.

During the Declarant Control Period, the RRC, and thereafter the Board, is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing.

Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless (i) construction has not substantially commenced (e.g. clearing and grading, pouring of footings, etc., which shall be determined in the discretion of the RRC) within the time constraints set by the RRC, or (ii) such plans and specifications are materially altered or changed. The RRC may disapprove plans and specifications for any reason which is consistent with the Dedicatory Instruments, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

During the Declarant Control Period, the RRC, and thereafter the Association, shall have the right to set reasonable time constraints for both the commencement and completion of construction. If construction fails to start by the designated commencement date or is not completed before the designated completion date, the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the RRC. If no construction has been commenced within the twelve (12) month period after RRC approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

SECTION 3. LANDSCAPING APPROVAL.

All open, unpaved space in the front and at the sides of a Homesite, shall be planted and landscaped. Landscaping in accordance with the plans approved by the RRC must be installed prior to occupancy of any Dwelling constructed on the Property. Any changes in the existing landscaping on any Homesite must meet the minimum standards, if any, set forth in the Guidelines and comply with any prior approval that may be required.

Notwithstanding anything contained herein to the contrary, landscaping standards may be established in the Guidelines. The RRC shall have the discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Guidelines.

SECTION 4. APPROVAL NOT A GUARANTEE OR VARIANCE.

The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of Guidelines shall be construed as representing or implying that such plans, specifications, or Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the RRC, nor any of their respective officers, partners, directors, members or sub-committees shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions as set forth in the Dedicatory Instruments. All variances must be issued in accordance with the provisions of this Article.

SECTION 5. BUILDING SETBACKS.

No Dwelling or other structure shall be erected nearer to any street or Property line than as established in the Guidelines, or the applicable plat, or a recorded instrument encumbering the Lot. In the event there is a conflict between the Guidelines, any other documents imposed upon the Property that contains a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall a rear setback on any Lot be less than the width of any easement existing along the rear Lot line of such Lot, as shown on the Plat or any other Dedicatory Instrument. Any setback established by the applicable plat shall control, if said setback is more restrictive than the setback established in this Declaration or other recorded instrument encumbering the Lot. All Dwellings shall be oriented to the front of the Lot.

The combining of no more than two (2) Lots to create one Homesite may be permitted subject to prior written approval of the RRC and partial release(s) by Declarant, to the extent necessary, of easements created herein. All governmental requirements must be complied with as to combining one Lot with another Lot. If Lots are combined, the set back lines shall be measured from the resulting consolidated Homesite Property lines rather than from the Lot lines as indicated on the Plat. The combining of two Lots shall not forgive the obligation to pay an Assessment on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite shall be obligated to pay two Assessments.

SECTION 6. GRADING AND DRAINAGE.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a Lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

SECTION 7. TEMPORARY STRUCTURES.

Temporary structures may only be erected on Property by Builders or the Declarant. Builders must have prior written approval of the RRC before placing a temporary structure. Temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for temporary structures shall be decided on a case-by-case basis, taking into account factors such as purpose, type and location of the temporary structure.

SECTION 8. GARAGES.

Dwellings must at all times have either attached or detached garages. No garages may be used for or converted to a living area. This provision does not apply to the use of garages by Builders as sales offices for the time during which such Builders are marketing homes. At the time of the sale of a Residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage in compliance with the plans approved by the RRC.

No detached garage shall exceed in height the dwelling to which it is appurtenant without the written consent of the RRC. Every garage shall correspond in style and architecture with the Dwelling to which it is appurtenant.

SECTION 9. LIVING AREA REQUIREMENTS.

The total living area of the Residence on a Lot shall be not less than the minimum specified in the Supplemental Declaration or other Dedicatory Instrument applicable to such Lot or in the Guidelines applicable to the portion of the Properties containing such Lot.

SECTION 10. DRIVEWAYS AND SIDEWALKS.

Each Owner shall construct and maintain at his expense a concrete driveway with a minimum width of ten (10) feet from the garage of his residence to the abutting Street, including the portion of the driveway in the street easement, and the Owner shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. All driveway cuts into a Street must be made in accordance with Chapter 22 of the City's Code of Ordinances, as may be amended from time to time, which requires a sloped end treatment of culverts. Each Owner shall also construct and maintain at his expense a sidewalk along the front of his Lot as well as on the side of corner Lots, in accordance with the Guidelines and the Missouri City Construction Standards and the requirements specified on the plat of the subdivision containing such Lot, if any.

SECTION 11. TRAFFIC SIGHT AREAS.

All Lots located at Street intersections shall be landscaped so as to permit safe sight across the Street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 12. MAILBOXES AND HOUSE NUMBERS.

Unless provisions are otherwise made by the Declarant for the installation of individual mailboxes for the Properties or a portion of the Properties, cluster boxes will be installed at various locations within the Properties in accordance with U.S. Postal Service requirements and no Owner of a Lot served by a cluster mailbox shall install a mailbox on his Lot. The Owner of each Lot which is to have an individual mailbox shall install and maintain in good working condition a mailbox which conforms to the Guidelines. Each Lot shall have a house number identifying its street address made of materials and a color or colors specified in the Guidelines in keeping with the overall character and aesthetics of the community. Different materials and/or colors for individual mailboxes or street numbers may be specified in the Specific Guidelines for different Neighborhoods.

SECTION 13. PRIVATE UTILITY LINES.

All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved in writing by the RRC.

SECTION 14. ROOFTOP ELEMENTS.

All stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plate. All exposed roof stack vents, flashings, attic ventilators, etc. on each Residence must be painted to match the color of the roof of the Residence unless otherwise approved by the RRC.

SECTION 15. RIGHT TO INSPECT.

Any member of the Board or the RRC and their representatives shall have the right, but not the obligation, during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the RRC, shall determine that such plans and specifications have not been approved or are not being complied with, the Association shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Written notice and service of process may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. In addition to any other remedies available to the Association, the Association may record in the appropriate land records a notice of violation naming the violating Owner.

If an Owner proceeds with construction that is not approved by the RRC, or that is a variance of the approved plans, fines may be assessed as provided in the Dedicatory Instruments, and may continue to assess such fines until RRC approval is granted or the violation is removed. The Prior Declarations and/or this Declaration are notice of such liability for violation and

Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

SECTION 16. NO WAIVER OF FUTURE APPROVALS.

The approval by the RRC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 17. VARIANCES.

During the Declarant Control Period, the RRC, and thereafter the Association, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, or Supplemental Declaration or Guidelines unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution. The approved variance must be signed by a member of the RRC. The variance shall be recorded in the real property records of Fort Bend County, Texas if it affects a building set back or easement. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration, any amendment, Supplemental Declaration or Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration, any amendment, or Supplemental Declaration or Guidelines for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of the Dedicatory Instruments. Action of the RRC or Association in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

SECTION 18. MISSOURI CITY CONSTRUCTION STANDARDS.

In addition to the Dedicatory Instruments, the Owner of each Lot in the Properties in constructing improvements must, except as may otherwise be provided in the Dedicatory Instruments, comply with the Missouri City Construction Standards (as hereinafter defined) in the same manner that he would if his Property was within the corporate limits of the City of Missouri City, Texas (the "City"); provided, however, no Owner shall be obligated to apply for or obtain from the City any permit for construction of private improvements, obtain a certificate of occupancy related thereto, or pay any fee to the City for any application or permit for

construction of private improvements. The restrictions created by this Section shall automatically terminate as to each portion of the Properties which is annexed into the City or another municipality upon its annexation. As used herein, the term "Missouri City Construction Standards" means and refers to the requirements applicable to the construction of buildings and other private improvements which are set forth in Chapters 5, 8, 10, 10.5, 20 and 24 of the City Code of the City of Missouri City, Texas, as amended and in effect from time to time.

SECTION 19. CITY'S RIGHT OF ENFORCEMENT.

The provision contained herein requiring compliance by an Owner with the Missouri City Construction Standards in the construction of improvements are for the benefit of the City and may be enforced by the City as well as by the Association. However, the Association shall have no obligation to enforce the Missouri City Construction Standards.

ARTICLE VIII. MAINTENANCE

SECTION 1. GENERAL MAINTENANCE.

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including driveway and its apron portion forward of the building line comprising the Homesite as well as the area between the boundary lines of his Lot and the curb or edge of the pavement of the adjacent Streets. The responsibilities of the Owner of each Lot hereunder also include the obligation to maintain, repair and replace when necessary the public sidewalk along the front of the Lot and along the side on corner Lots, which is constructed either within the right-of-way of the adjacent Street or within an easement across the Lot. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

SECTION 2. LANDSCAPING.

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Association, the Association, after ten (10) days notice to the Owners of the Homesite setting forth the action intended to be taken by the Association pursuant to a Policy adopted by the Association, shall have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

SECTION 3. DWELLING AND IMPROVEMENT EXTERIORS.

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite or improvement (including but not limited to the exterior of the Dwelling, improvement or other structures and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Association, the Association, after

ten (10) days notice to the Owner of the Homesite setting forth the action intended to be taken by the Association pursuant to a Policy adopted by the Association, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

SECTION 4. OTHER HAZARDS.

To the extent necessary to prevent pest infestation, diminish fire hazards, diminish hazards caused by structural damage and/or diminish hazards caused by the failure to maintain a Lot or any improvement thereon, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other improvement located upon such Homesite to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Such entry may occur without notice in the event the hazard poses potential harm to Persons or Property. Any such expenses, including administrative fees incurred by the Association shall be secured by the continuing lien created in the Original Declaration and as set out herein.

SECTION 5. LIABILITY AND COST.

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Association, of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall be an obligation payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

SECTION 6. DAMAGE DUE TO FIRE OR OTHER CASUALTY.

If a Residence, landscaping, Outbuilding or any other improvement located on a Homesite is damaged by fire, storm, or any other casualty, the affected Homesite and all improvements thereon, as applicable, shall be brought into compliance with the Dedicatory Instruments within six (6) months of the date of the casualty, pursuant to the architectural requirements and approval process set forth herein. Regarding Residences that are totally destroyed due to casualty, such Residences must be razed within ninety (90) days of the date of the casualty, and replaced within twelve (12) months of the date of the casualty, subject to RRC prior written approval.

ARTICLE IX. SPECIFIC USE RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the provisions of this Article shall apply only to Lots and Homesites, and Dwellings located thereon, unless other portions of the Property are specifically included in said provisions.

SECTION 1. RESIDENTIAL USES PERMITTED:

Homesites within the Subdivision shall be used exclusively for single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single-Family shall mean the use of, and improvement to a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling, unless otherwise provided for in the Guidelines. No multi-family Dwellings may be constructed on any Lot. No building, Outbuilding or portion thereof shall be constructed for income property, such that Occupants would occupy less than the entire Lot and/or Homesite.

It is permitted for Owners to lease a Residence in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Homesite. "Leasing" for purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No fraction or portion of any Dwelling may be leased or rented. All leases must be in writing and shall contain such terms as the Association may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Dedicatory Instruments by an Occupant or Occupant's family, and the Association, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event.

No Dwelling may be occupied by more than one single family. By way of illustration, the following are examples of an approved single family.

EXAMPLE NO. 1: Owners are Husband and Wife.

Approved residents are:

- a) children of husband and/or wife;
- b) no more than a total of 2 parents of the husband or wife;
- c) one unrelated person; and
- d) one household employee

EXAMPLE NO. 2: Owners are Domestic Partner One and Domestic Partner Two.

Approved residents are:

- a) children of either or both domestic partners;
- b) no more than a total of 2 parents of the domestic partners;
- c) one unrelated person; and
- d) one household employee

EXAMPLE NO. 3: Owners are Roommate One and Roommate Two.

Approved residents are:

- a) children of either or both roommates;
- b) no more than a total of 2 parents of the roommates;
- c) one unrelated person; and
- d) one household employee

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

SECTION 2. NON-PERMITTED USES:

No trade or business may be conducted in or from any Dwelling, Lot or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Association. The uses set out in (a) through (d), above, shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of the Property. The Association may, but is not required to, adopt Rules regarding garage sales, attic sales, estate sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Lot.

SECTION 3. ANTENNAE AND SATELLITE DISHES.

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Homesite, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the RRC. The RRC may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. It is not the intent of this section to violate the

Telecommunications Act of 1996 ("the 1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to Guidelines which may be promulgated by the RRC or Association, pursuant to the terms set forth herein, setting out preferred alternate locations for antennas.

Declarant and the Association shall have the right, without the obligation, to erect on the Common Area an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Subdivision, should any master system or systems require such exterior apparatus.

SECTION 4. ANIMALS AND PETS.

No animals, livestock, swine, poultry, domestic or wild animals, nor plants or crops shall be raised on any Homesite, Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision. A maximum of three (3) dogs, cats or other usual and common household pets may be permitted in or on a Homesite or in a Dwelling; provided however, the Association shall have the discretion to determine if a particular animal is permitted under this provision. The foregoing limitation on number of pets shall not apply to hamsters, fish, small birds or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. No pets shall be kept, bred or maintained for any commercial purpose.

Without prejudice to the Association's right to remove any such household pet, the owner of a pet that has caused damage to property shall be responsible for compensating the Owner of the damaged property, but the Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. If, in the sole opinion of the Association, any animal becomes dangerous or an annoyance or nuisance in the Subdivision, or nearby property, or destructive of wildlife, that animal shall be deemed to be a Deed Restriction Violation. If the owner of a dangerous animal refuses to remove that animal from the Subdivision, in violation of the Dedicatory Instruments, the Association or its agents shall be authorized to request a local governmental agency with appropriate jurisdiction to take over the enforcement of this provision.

SECTION 5. WINDOW AIR CONDITIONERS.

All livings areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the RRC. Units that are alternatives to centrally air-conditioned units must be screened from public view, and will require RRC approval.

SECTION 6. RENTING OR LEASING.

Residences may be rented or leased only by written leases and subject to the following restrictions:

All Occupants shall be subject to the terms and conditions of the Dedicatory Instruments as though such Occupant were an Owner. Each Owner of a Residence agrees to cause his Occupants to comply with the Dedicatory Instruments, and is responsible and liable for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants are fully liable for any such violation. All provisions of the Dedicatory Instruments which govern the conduct of Owners of a Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Residence even though such Occupants are not specifically mentioned. Each Owner who leases his residence shall provide the Association with the name of his Occupant and a mailing address where such Owner can be contacted at all times. If an Owner leases or rents its residence, such Owner shall not have a right to use the Common Area during the term of the lease. The Owner must lease or rent the entire residence and not just a portion of a residence. Renting or leasing a portion of the residence is strictly prohibited. The Association shall have the right without the obligation to promulgate Rules and Regulations regarding the rental of Property.

SECTION 7. VEHICLES AND PARKING.

The Association may establish from time to time reasonable Rules regarding the use, maintenance and parking of vehicles on private and/or public streets, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such Rules.

SECTION 8. STORAGE AND DISPOSAL OF TRASH.

No Owner or Occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole opinion of the Association. No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence or the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) or is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary

condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 9. SCREENING

Unless otherwise addressed in any Guidelines, Rules or Policy, all items, including but not limited to clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioners, utility equipment, antennas, and other similar items shall be located or screened so as to be concealed from view from any street, lake, green belt, golf course, and/or park. Acceptable screening, subject to RRC approval, includes fencing, walls and landscaping. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

SECTION 10. WEAPONS AND FIREWORKS.

The use or discharge of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 11. DECORATIONS.

No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments shall be placed on the front lawn of a Lot or on the visible side yard of a corner Lot unless such items have been approved in writing by the RRC and are in compliance with the Guidelines.

SECTION 12. PLAYGROUND EQUIPMENT.

All playground equipment on a Lot must be placed at the rear of the Lot a minimum of ten (10) feet from the side and rear Lot lines and behind a fence or otherwise screened from public view. No such equipment shall exceed ten (10) feet in height. Any shade covering on playground equipment which is visible from adjacent Property or any public area must be a neutral earth tone or another color approved by the RRC.

SECTION 13. SIGNS.

No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the RRC other than (a) one sign not in excess of a size prescribed by the RRC advertising a particular Lot and residential structure on which the sign is situated for sale or rent, or (b) one sign to identify the particular Lot during the period of construction of a Residence thereon as for sale; provided, however, no sign advertising a Lot and residential structure for sale shall contain the word "foreclosure" or any derivative of such word.

The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the Streets within the Properties and identifying signs and monuments at entrances to Neighborhoods.

In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Lot and exercise the Association's Self Help remedy by removing any sign which violates this Section provided the violating Owner has been given forty-eight hours' written notice by the Board of its intent to exercise Self Help. All costs of Self Help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments and supported by the lien set forth herein.

SECTION 14. FLAGS AND FLAGPOLES.

Reasonable Guidelines may be established from time to time addressing the size, number, and placement of flagpoles and the display of flags within the Subdivision.

SECTION 15. FENCES.

On all Lots, fencing shall be in a location and of a material and design as required by the Guidelines and as approved in writing by the RRC. Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner unless such fence is then designated as a Community Fence, which is subject to the Guidelines for Community Fences and Walls. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose Property the fence lies between. No chain link fence shall be permitted on a Lot which is visible from adjacent Property or any public area.

ARTICLE X. DEED RESTRICTION ENFORCEMENT

SECTION 1. AUTHORITY TO PROMULGATE AND ENFORCE.

The Association has authority to enforce the Dedicatory Instruments concerning the Subdivision. The Association has the authority to promulgate Rules, Policies and, after the termination of Declarant Control Period, Guidelines, including without limitation, Rules or Policies limiting the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments, and all fees and costs generated in the enforcement same. Such Rules, Policies and Guidelines shall be binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

SECTION 2. ATTORNEY'S FEES AND FINES.

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to assess, impose, and collect fines as set by the Association from any Owner that is in violation of the Dedicatory Instruments. The Association has the right to collect attorney's fees from any Owner that is in violation of the Dedicatory Instruments. Said attorneys fees shall be added to the violating Owner's account and shall be secured by the continuing lien on the Lot.

SECTION 3. REMEDIES.

Every Owner shall comply with all Dedicatory Instruments. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association has the authority, but not the obligation, to enforce the Dedicatory Instruments, and to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in the Dedicatory Instruments, including the right to Self Help. Notwithstanding anything contained herein to the contrary, the Association shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Association's discretion. Without limiting the generality of the foregoing sentence, the Association may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

SECTION 4. ENFORCEMENT BY OWNERS.

Each Lot Owner is empowered to enforce the covenants, conditions and restrictions contained in the Declaration; provided, however, no Owner shall have the right to enforce the lien rights set forth in this Declaration in favor of the Association and/or other rights, regarding Assessments, retained by the Association.

ARTICLE XI. ANNEXATION OF ADDITIONAL PROPERTY AND DEANNEXATION

SECTION 1. ANNEXATION OF ADDITIONAL PROPERTY.

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right during the Declarant Control Period to annex any additional property into the Subdivision. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed and/or the specific restrictions relating to such property, if different. Any Supplemental Declaration or Annexation Agreement may contain covenants, conditions, restrictions and easements which apply only to the real property annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character and/or intended use of such real property.

The right of the Declarant to annex land under this Section shall pass to the Association on the expiration of the Declarant Control Period.

SECTION 2. DE-ANNEXATION OF PROPERTY.

During the Declarant Control Period, the Declarant, without the joinder of any other Owners or Members, may de-annex from the Subdivision any property owned by the Declarant. During the Declarant Control Period, property not owned by the Declarant may be de-annexed with the prior written consent of the Declarant.

ARTICLE XII. MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages.

SECTION 1. NOTICES OF ACTION.

Notices to lien holders shall be provided pursuant to Texas law.

SECTION 2. NO PRIORITY.

No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Property.

ARTICLE XIII. AMENDMENT

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners of more than fifty percent (50%) of the Lots subject to this Declaration and, during the Declarant Control Period, the Declarant; provided, however, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration:

- A. by written or electronic ballot that states the substance of the amendment and specifies the date by which a ballot must be received to be counted;
- B. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
- C. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or
- D. by electronic means such as but not limited to E-mail or facsimile; and/or
- E. by proxy; and or
- F. by any other method permitted under Dedicatory Instruments.

The approval of multiple Owners of a Lot shall be reflected by the signature of a single co-Owner. Any amendment to this Declaration must be recorded in the real property records of Fort Bend County, Texas.

ARTICLE XIV. GENERAL PROVISIONS**SECTION 1. TERM.**

Unless sooner terminated or amended in accordance with the further provisions hereof, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect in perpetuity. Every purchaser or grantee of any interest in any real property subject to the Prior Declarations and/or this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be amended as provided in this Declaration.

SECTION 2. SEVERABILITY.

Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provision, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR.

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES.

The titles of the Articles and Sections contained within this Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. GOVERNING LAW.

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Fort Bend County, Texas.

SECTION 6. NOTICES.

Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Additionally, notice may be sent to a Member by email or facsimile, and such notice must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice shall be deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted.

SECTION 7. SECURITY.

THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR THEIR AGENTS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR THEIR AGENTS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, ANY SUCCESSOR DECLARANT, THE RRC AND THEIR AGENTS DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE RRC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD, THE RRC, THE MSC, THE DECLARANT, ANY SUCCESSOR DECLARANT AND THEIR AGENTS ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD, THE RRC, THE MSC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THEIR AGENTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

SECTION 8. MERGER AND CONSOLIDATION.

Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by the Dedicatory Instruments, together with the covenants, conditions and restrictions

applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted except with the approval by two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose where a quorum is present, and, until the termination of the Class "B" membership, the Declarant.

SECTION 9. DISSOLUTION.

The Association may be dissolved with the approval of two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose where a quorum is present, and, until the termination of the Class "B" membership, the Declarant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 10. CURRENT ADDRESS AND OCCUPANTS.

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address. If Owner leases the Property, he shall supply the name of the Occupant present upon the execution of any lease.

SECTION 11. VIEW IMPAIRMENT.

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, from any Dwelling, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

SECTION 12. OCCUPANTS BOUND.

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Property and Owners, shall also apply to all Occupants, where applicable. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

SECTION 13. TRANSFER OF TITLE; RESALE CERTIFICATE; CERTIFICATE OF COMPLIANCE.

1. **Transfer of Title:** Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The person, other than the Declarant, transferring title shall continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Association receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot shall pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees shall be in such amount as the Association may reasonably determine necessary to cover its costs, including but not limited to, and fees charged by a management company retained by the Association for updating its records.

2. **Resale Certificate:** Upon the transfer of title to a Lot, together with the improvements thereon, a resale certificate ("Resale Certificate") may be requested from the Association pursuant to Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code.

The Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

3. **Certificate of Compliance:** No Owner, other than the Declarant, shall transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a Certificate of Compliance from the Association. The Certificate of Compliance will set forth and provide notice to any purchaser of a Lot whether or not any visible violations of any Dedicatory Instruments exist on the Lot and that the improvements as submitted to the RRC appear to be constructed in substantial compliance with the approved plans. The Association shall establish a fee for the providing of this document.

SECTION 14. CUMULATIVE EFFECT.

The covenants, restrictions and provisions of this Declaration shall be cumulative with the Sienna Plantation Master Declaration and any Supplemental Declarations; provided, however, in the event of conflict between any provisions of the Sienna Plantation Master Declaration and the provision of this Declaration or any Supplemental Declaration, the Sienna Plantation Master Declaration shall prevail, and in the event of a conflict between the provisions of this Declaration and any Supplemental Declaration, this Declaration shall prevail, it being intended that this Declaration and all Supplemental Declarations be subject and subordinate to

the Sienna Plantation Master Declaration and that all Supplemental Declarations be subject and subordinate to this Declaration.

SECTION 15. SERVICE MARK.

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service marks for Sienna Plantation, "Sienna" and the Sienna logo "S" commonly referred to as the "Sienna Swoosh" (collectively referred to as the "Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

SECTION 16. CONFLICT.

If there is a conflict between, the laws of the State of Texas, this Declaration, the Articles of Incorporation, the Bylaws, the Guidelines, Rules or Policies of the Association, then the laws of the State of Texas, the Declaration, the Articles of Incorporation, the Guidelines and the Bylaws shall prevail (in that order) over the Policies and the Rules. As to any conflicts between the Policies and the Rules, the more restrictive provision shall control.

SECTION 17. NUMBER OF LOTS SUBJECT TO DECLARATION.

The number of residential Lots that may be created in the Subdivision and made subject to this Declaration is Eight Thousand Seven Hundred Twenty-Six (8,726). Additionally, there is a potential for adding additional land in the future and the maximum number of units that may be added are as set out in the Development Agreement with the City of Missouri City.

IN WITNESS WHEREOF, this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions is executed as of the 28 day of August, 2012.

ASSOCIATION:

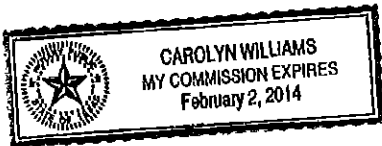
SIENNA PLANTATION RESIDENTIAL
ASSOCIATION, INC., a Texas non-profit
corporation

By: Michael J. Smith
MICHAEL J. SMITH, President

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL J. SMITH the President of SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 28 day of August, 2012.



Carolyn Williams
Notary Public - State of Texas
Carolyn Williams
02-02-2014



4 pgs

2019002037

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

After Recording, Return To:

Marc D. Markel
Lisa L. Gambrell
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

This First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.), hereinafter referred to as the "First Amendment", is made by the undersigned Declarant as provided in the Second Amended and Restated Declaration, as defined hereinbelow.

WHEREAS, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) was filed of record under Clerk's File No. 2012104699 in the Official Public Records of Fort Bend County, Texas (the "Declaration"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein have the meanings set forth in the Declaration, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to the authority under Article XIII of the Declaration, the Declarant desires to amend the Declaration.

NOW THEREFORE, pursuant to the authority granted to the Declarant in the Declaration, the Declaration is hereby amended as follows:

The following provision is added to the end of Article III, Section 6, "Capitalization of Association":

(a) RESERVE CAPITALIZATION FEE

Each purchaser of a Lot within the Property hereby covenants and agrees to pay to the Association a reserve capitalization fee, which will be an amount equal to one hundred percent (100%) of the then-current annual Residential Assessment for such Lot plus one hundred percent (100%) of the then-current annual Neighborhood Assessment for such Lot, if any (the "Reserve Capitalization Fee"). Such Reserve Capitalization Fee will be payable to the Association at the closing of the transfer of title to a Lot and will not be prorated. The Reserve Capitalization Fee will be placed into a reserve account. The Reserve Capitalization Fee will be in addition to, not in lieu of, the Residential Assessment and any applicable Neighborhood Assessment and will not be considered an advance payment of such Assessments. The payment of the Reserve Capitalization Fee is secured by the continuing lien set forth in the Declaration and will be collected in the same manner as Assessments.

The transferring Owner will notify the Association's Secretary, or managing agent, of a pending title transfer at least seven (7) days prior to the transfer. Such notice

will include the name of the purchaser, the date of title transfer, and other information as the Board may require.

- (i) Exempt Transfers. Notwithstanding subsection (a), above, a Reserve Capitalization Fee will not be levied upon the transfer of title to a Lot:
- a. by an Owner of record who acquired title to a Lot on or before the recording date of this First Amendment;
 - b. to a Builder;
 - c. to the Declarant;
 - d. to a "First Purchaser" thereof. "First Purchaser" means the first person or entity purchasing a Lot other than a Builder or Declarant;
 - e. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
 - f. to the Owner's estate, trust, surviving spouse, or child upon the death of the Owner;
 - g. to any entity wholly owned by the Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Reserve Capitalization Fee shall become due;
 - h. to the Association; or
 - i. by the Association.

The Declaration, as hereby amended, is in all respects ratified and confirmed and will remain in full force and effect. If any provision of this First Amendment is found to be in conflict with the Declaration, as amended, this First Amendment will control.

[SIGNATURE PAGE FOLLOWS]

SIGNED this the 4th day of January, 2019.

DECLARANT:

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

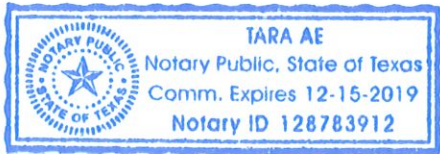
By: Sienna/Johnson Development GP, LLC, its
general partner

By: *Alvin San Miguel*
Alvin San Miguel, Vice President

STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Alvin San Miguel, the Vice President of Sienna/Johnson Development GP, LLC, the general partner of Sienna/Johnson Development, L.P. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 4th day of January, 2019.



Dana M. Ae
Notary Public – State of Texas

RETURNED AT COUNTER TO:

Dana Ippoliti-SPRAI
9600 Scanlan Trace
Missouri City TX 77459

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

January 07, 2019 01:37:17 PM

FEE: \$25.00 CDC

2019002037

