

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SIENNA PLANTATION.
(SIENNA PLANTATION PROPERTY OWNERS
ASSOCIATION, INC.)

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Exhibit "A" - Description of approximately 2,258 acres in two (2) tracts owned by the Tract A Developer

Exhibit "B" - Description of approximately 4,005 acres in Four (4) tracts owned by the Tract B Developer

Exhibit "C" - Description of approximately 1,053 acres in two (2) tracts owned by the Tract C Developer

Exhibit "D" - Allocation of Association Expenses for General Assessments

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SIENNA PLANTATION**

THIS DECLARATION (this "Declaration"), made as of the date hereinafter set forth by Sienna Plantation Development Company, a Texas corporation (hereinafter referred to as the "Declarant"), AFG Johnson Development, L.L.C., a Texas limited liability company (hereinafter referred to as "Johnson Development"), AFG Pacific Properties, Inc., a Texas corporation (hereinafter referred to as "AFG"), and Thompson Lake Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Thompson Lake") (Johnson Development, AFG and Thompson Lake being hereinafter collectively referred to as the "Developers").

WITNESSETH:

WHEREAS, Johnson Development, AFG and Thompson Lake own the respective portions of the approximately 7,300 acres of land in the Thomas Barnett Survey, Abstract No. 7, the David Fitzgerald Survey, Abstract No. 25, and the William Hall Survey, Abstract No. 31 in Fort Bend County, Texas generally known as Sienna Plantation, which are described in Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto (such tracts of land being referred to herein collectively as the "Sienna Plantation Property"); and

WHEREAS, Johnson Development has platted a portion of its property in Sienna Plantation as Sienna Steepbank Village, Section One according to the plat thereof filed under Slide Nos. 1522/A, 1523/A and 1523/B and recorded in the Map Records of Fort Bend County, Texas and Thompson Lake has platted a portion of its property in Sienna Plantation as Sienna Point, Section One according to the plat thereof filed under Slide Nos. 1528/B, 1529/A, 1529/B, 1530/A, and 1530/B and recorded in the Map Records of Fort Bend County, Texas (such platted portions of the Sienna Plantation Property being hereinafter referred to as the "Initial Subdivisions"); and

WHEREAS, the Declarant and the Developers intend by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of the property within the Initial Subdivisions and such other portions of the Sienna Plantation Property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and desire to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, the Declarant and the Developers hereby declare that the property within the Initial Subdivisions is 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, and liens hereinafter set forth, which shall run with the title to the real property subject to this Declaration, 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.

ARTICLE I
DEFINITIONS

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

SECTION 1. "Architectural Review Committees" shall mean and refer collectively to the Sienna Plantation ARC, the Residential ARCs, and the Commercial ARC, if created.

SECTION 2. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by the provisions of this Declaration or by contract or agreement become the responsibility of the Association. The Area of Common Responsibility includes, without limitation, the right-of-way of Sienna Parkway from Texas State Highway 6 to the Sienna Plantation Property and the right-of-way of the proposed extension of Sienna Parkway through the Sienna Plantation Property.

SECTION 3. "Articles of Incorporation" means the Articles of Incorporation of the Sienna Plantation Property Owners Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 4. "Assessments" shall mean the General Assessments, the Special Assessments, and the Specific Assessments levied by the Association pursuant to Article III hereof, 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.

SECTION 5. "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.

SECTION 6. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the Supplemental Declarations, and the Association's By-Laws and Articles of Incorporation.

SECTION 7. "Board of Directors" or "Board" shall mean the governing body of the Association.

SECTION 8. "Builder Guidelines" shall mean and refer to certain standards and requirements for the construction of improvements in the Sienna Plantation Property which must be complied with by an Owner of property within the jurisdiction of the Association in order to obtain approval by the applicable Architectural Review Committee of the plans and specifications

for proposed improvements. The Builder Guidelines applicable to the Lots (other than Rural Estate Lots as defined in the hereinafter mentioned Sienna Plantation Joint Development Agreement), to the Tracts, and to Rural Estate Lots are attached as Exhibit E-2, Exhibit E-3, and Exhibit E-4, respectively, to that certain Sienna Plantation Joint Development Agreement dated February 19, 1996 between the City of Missouri City, Texas and Declarant and may be amended only with the consent or approval of such city. Copies of the Builder Guidelines and any amendments thereto hereafter approved shall be provided by the Association to Owners, their architects, engineers and designers upon request for a reasonable charge established by the Board from time to time.

SECTION 9. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 10. "Class B Control Period" shall mean the period during which there is a Class B membership in the Association and during which the Class "B" Member is entitled to appoint the members of the Board of Directors and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Developers or builders under this Declaration or interfere with the development or construction of any portion of the Sienna Plantation Property, or diminish the level of services being provided by the Association.

SECTION 11. "Commercial ARC" shall mean and refer to the committee which may be created by the Sienna Plantation ARC to perform the duties and responsibilities hereinafter set forth with respect to all Tracts within the jurisdiction of the Association unless the Sienna Plantation ARC elects to perform such duties.

SECTION 12. "Commercial Landscaping Guidelines" shall mean a written document adopted by the Sienna Plantation ARC establishing comprehensive landscape design, installation and maintenance criteria for the landscaping of the Tracts within the jurisdiction of the Association which must be complied with by the Owner of each Tract.

SECTION 13. "Common Area" shall mean and refer to any and all real and personal property and easements 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.

SECTION 14. "Common Landscaped Areas" shall mean those portions of the Sienna Plantation Property over which a landscape easement has been granted to and accepted by the Association as well as such other property within the Sienna Plantation Property or in the vicinity of the Sienna Plantation Property which is included by the Association's Board of Directors from time to time in the Association's landscaping plan.

SECTION 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties at a particular time.

Such standard may contain both subjective and objective elements. Subjective elements of the Community-Wide Standard initially are determined by the Declarant and shall provide the basis for the objective elements. Objective elements of the Community-Wide Standard shall be established initially by the Declarant and may be more specifically defined by the Board. The Community-Wide Standard may evolve as development progresses and as needs and demands change in response to, among other things, shifting demographics, advances in technology, and environmental pressures.

SECTION 16. "Declarant" shall mean and refer to Sienna Plantation Development Company, a Texas corporation, its successors and assigns, provided that any such assign is designated in an instrument placed of record in the real property records of Fort Bend County, Texas as the Declarant by the Declarant hereunder at such time. Upon such designation of such assign as the Declarant, all rights of the former Declarant hereunder shall cease, it being understood that there shall be only one Person entitled to exercise the rights and powers of the Declarant hereunder at any one point in time. The Declarant is granted the right during the Class B Control Period pursuant to certain provisions of this Declaration, the Articles of Incorporation, and the By-Laws to appoint the members of the Board and to disapprove certain actions, policies and programs of the Board and its committees.

SECTION 17. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Sienna Plantation, as it may hereafter be amended.

SECTION 18. "Design Guidelines" shall mean general guidelines, standards, and requirements for the construction of improvements in the Properties which are adopted by the Sienna Plantation ARC in addition to the Builder Guidelines and which must be complied with by an Owner in order to obtain approval by the applicable Architectural Review Committee of the plans and specifications for proposed improvements as required by Article VI hereof.

SECTION 19. "Developers" shall refer collectively to the Tract A Developer, the Tract B Developer and the Tract C Developer and "Developer" shall refer to either the Tract A Developer, the Tract B Developer or the Tract C Developer to whom the provision applies.

SECTION 20. "Exempt Property" shall have the meaning set forth in Section 7 of Article III hereof.

SECTION 21. "Homeowners Association" shall mean a non-profit corporation or similar entity with jurisdiction over one or more platted subdivisions of Lots within the Properties created by the Developer thereof for the purpose of administering the provisions of a Residential Declaration encumbering such subdivision or subdivisions.

SECTION 22. "Landscape Setback" shall mean the area of a Tract between the curb of a Street and the applicable building set-back line for such Tract.

SECTION 23. "Lot" shall mean and refer to any platted portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed

or it is intended that a Single Family Residence be constructed, excluding all Tracts, but including lots created by the platting or replatting of a Tract. "Lots" shall mean and refer to each Lot and all of them.

SECTION 24. "Member" shall mean and refer to every Person entitled to membership in the Association, as provided herein.

SECTION 25. "Missouri City Construction Standards" shall have the meaning set forth in Section 9 of Article VI hereof.

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

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

SECTION 28. "Occupant" shall mean any Person other than an Owner occupying any portion of the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 29. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any portion of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 30. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 31. "Properties" shall mean and refer to (i) the Initial Subdivisions, and (ii) such other portions of the Sienna Plantation Property as may be brought within the jurisdiction of the Association in accordance with this Declaration.

SECTION 32. "Residence" shall mean and refer to a structure constructed within the Properties intended for use and occupancy by a single family whether attached or detached, including, without limitation, apartment units, residential condominium units, and Single Family Residences.

SECTION 33. "Residential ARC" shall mean and refer to a committee created by a Residential Declaration to perform the duties and responsibilities hereinafter set forth for one or more platted subdivisions of Lots.

SECTION 34. "Residential Declaration" shall mean a restrictive covenants instrument which is imposed on one or more platted subdivisions of Lots by the Developer of

such subdivision or subdivisions and which is administered by the Homeowners Association with jurisdiction over such Lots.

SECTION 35. "Sienna Plantation ARC" shall mean and refer to the committee created to perform the duties and responsibilities set forth in Article VI hereof.

SECTION 36. "Sienna Plantation Property" shall mean and refer to the real property described in Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto and any other property adjacent to or in the vicinity of such tracts of land which are acquired by a Developer and declared to be a portion of the Sienna Plantation Property in an instrument filed of record by such Developer; provided, however, that only the Initial Subdivisions and any other portions of the Sienna Plantation Property as may hereafter be annexed into the Association by a Declaration of Annexation (as defined in Section 1 of Article IX hereof) shall be subject to the provisions of this Declaration.

SECTION 37. "Single Family Residence" shall mean and refer to a Residence constructed on a single Lot.

SECTION 38. "Street" shall refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare, whether public or private.

SECTION 39. "Supplemental Declaration" shall refer to a separate declaration of covenants, conditions and restrictions which is imposed on a portion of the Properties and which may be enforced by the Association.

SECTION 40. "Tract" shall mean and refer to all tracts of land within the Properties other than the Lots and the Exempt Property.

SECTION 41. "Tract A Developer" shall mean and refer to AFG Johnson Development, L.L.C; a Texas limited liability company, its successors and assigns.

SECTION 42. "Tract B Developer" shall mean and refer to AFG Pacific Properties, Inc.; a Texas corporation, its successors and assigns.

SECTION 43. "Tract C Developer" shall mean and refer to Thompson Lake Partners, Ltd., a Texas limited partnership, its successors and assigns.

ARTICLE II

SIENNA PLANTATION PROPERTY OWNERS 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 restrictions contained herein and in Supplemental Declarations, and providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association.

SECTION 2. MEMBERSHIP. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) **CLASS A.** Class "A" Members shall be the Homeowners Associations, the Owners of Tracts, and the Representative (as hereinafter defined), if any. The Owners of Lots shall not be Members of the Association and shall be represented in the Association by the Homeowners Association with jurisdiction over their respective Lots, it being intended that each Lot within the Properties shall be within the jurisdiction of a Homeowners Association. However, in the event any Lots are not within the jurisdiction of a Homeowners Association, the Owners of such Lots not within the jurisdiction of a Homeowners Association shall elect, by majority vote on the basis of one vote per Lot, one individual (the "Representative") from their number to represent such Owners and be a Member of the Association.

(b) **CLASS B.** The Class "B" Member shall be the Declarant. The Class "B" Member shall not vote in its capacity as Member, but shall have the right during the Class "B" Control Period to appoint the members of the Board of Directors as well as the right to disapprove certain actions proposed by the Board and its committees, as specified in the relevant sections of this Declaration, the Articles of Incorporation, and the By-Laws. The Class "B" Membership shall cease upon the earlier of the following:

(i) when 100% of the Lots and Tracts in the Properties have been conveyed by the Developers to unaffiliated third parties; or

(ii) on such earlier date that the Class "B" Member, in its sole discretion, so determines and records an instrument to such effect in the real property records of Fort Bend County, Texas.

SECTION 3. VOTING. On matters of Association business which the Association's Board of Directors determines shall be or applicable law requires to be submitted to and voted upon by the Members of the Association, each Class "A" Member who is the Owner of a Tract shall be entitled to the number of votes equal to the quotient obtained by dividing the gross area in square feet of his Tract by 10,000 and rounding such result to the nearest whole number. Each Homeowners Association (acting through its president or other designated officer) shall have one (1) vote for each Lot in the Properties within the jurisdiction of such Homeowners Association. In the event there are Lots not within the jurisdiction of a Homeowners Association, the Representative elected by the Owners of such Lots pursuant to Section 2(a) above shall have one (1) vote for each Lot he represents. In the event the Owner of a Tract constitutes more than one Person, such Persons shall determine among themselves how the vote(s) for such Tract shall be cast, but in no event shall the number of votes cast for any Tract exceed the number of votes attributable to such Tract as determined in accordance herewith. Votes may be cast by duly authorized proxy.

Written notice of the purpose, time, and place of any meeting of the Members of the Association shall be given to all Members entitled to vote at such meeting, not less than ten (10) days or more than sixty (60) days in advance of such meeting. At any meeting of the Members

of the Association, the presence of Members and/or their proxies entitled to cast at least fifty percent (50%) of all the votes entitled to be cast at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the aforesaid notice requirement, but the required quorum for such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting, provided, however such subsequent meeting must be held within sixty (60) days following the preceding meeting.

ARTICLE III COVENANT FOR ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The Assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the common benefit of the Owners and Occupants of the Properties. Such purposes include, but are not limited to, the maintenance, repair and replacement of recreational facilities and all landscaping and other floral structures and improvements, including Streets, medians, street lights, entry features and signage, entry gates and gatehouses situated upon the Common Area and additional property within the Area of Common Responsibility, as well as mosquito control, garbage and refuse collection, recreational programs, and other services, facilities and activities specified in this Declaration or in the Articles of Incorporation. The judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any land in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following: General Assessments, Special Assessments, and Specific Assessments, to be established and collected as hereinafter provided in this Section 2.

(a) General Assessments. At least sixty (60) days before the beginning of each calendar or fiscal year, the Board shall prepare a budget of the estimated Association Expenses for the coming year, including contributions to be made to any reserve fund created pursuant to the further provisions hereof. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Assessments levied against the Lots and Tracts, and the amount to be generated through the levy of General Assessments and Special Assessments against the Lots and Tracts, as authorized by this Section 2.

The Association is hereby authorized to levy annual General Assessments against all Lots and Tracts in the Properties in accordance with the formula set forth on Exhibit "D" attached hereto. In determining the General Assessment rate, the Board may consider any assessment income expected to be generated from any additional Lots or Tracts reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget, together with notice of the amount of the General Assessments to be levied pursuant to such budget, to each Member at least thirty (30) days prior to the effective date of such budget.

If the Board fails for any reason to determine the budget for any year, then, until such time as a budget is adopted, the budget in effect for the immediately preceding year, increased by five percent (5%), shall be the budget for the current year, until a new budget is determined. The Board may revise the budget and adjust the General Assessments from time to time during the year, subject to the notice requirements as set forth above.

The Board may establish a reserve fund in such amount as it determines to be necessary and prepare from time to time a reserve budget for the Area of Common Responsibility which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the budget for Association Expenses, a capital contribution to fund such reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

(b) Special Assessments. In addition to other authorized Assessments, the Board may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment shall be levied against all Owners in accordance with the formula for determining the rate of assessment against such Lot or Tract pursuant to paragraph (a) above. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(c) Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Tract as follows:

(i) to cover the costs, including overhead and administrative costs, of providing services to Lots or Tracts upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(ii) to cover costs incurred in bringing a Lot or Tract into compliance with this Declaration, the Design Guidelines, the Builder Guidelines, or the Missouri City Construction Standards, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot or Tract, their agents, contractors, employees, licensees, invitees, or guests.

SECTION 3. AUTHORITY TO ASSESS OWNERS: TIME OF PAYMENT. The Declarant and the Developers hereby establish, and the Association is hereby authorized to levy, Assessments as provided for in this Article III. The obligation to pay Assessments shall commence as to each Lot and Tract in the Properties on the first day of the month following the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first annual General Assessments levied shall be adjusted according to the number of months remaining in the fiscal year at the time the General Assessments commence on the Lot or Tract. The Association's annual per Lot General Assessment for any year prior to the year 2000 shall not exceed the sum of \$200.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of Assessments at closing of the transfer to title to a Lot or Tract and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, Assessments may be paid in two or more installments. Unless the Board otherwise determines, General Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot or Tract, the Board, after notice to the Owner and an opportunity for the Owner to cure the delinquency, may require the outstanding balance on all Assessments to be paid in full immediately.

SECTION 4. CREATION OF 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 Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on each Lot and Tract in the Properties and shall be secured by a continuing lien in favor of the Association upon the land against which each Assessment is made.

Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such land 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 land, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the land 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 land owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the land against which Assessments may be levied. In that regard, each Person who at any time owned any land 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 simple title to the land previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such land 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 land 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 did mail or deliver such notice to the most recent address of the Person according to the records of the Association.

SECTION 5. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Fort Bend County, Texas. Sale or transfer of any property subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any property pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof, 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 property from liability for any Assessments thereafter becoming due or from the lien thereof. All Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the real property records of Fort Bend County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to the lien securing Assessments becoming due after foreclosure or conveyance in lieu thereof as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot or Tract of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be required. By acquiring a Lot or Tract, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of 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. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or modifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. 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 Association may bid for and purchase the Lot or Tract at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot or Tract. The purchaser at any such foreclosure sale shall be entitled to sue for possession of the Lot or Tract by an action of forcible detainer without the necessity of giving any notice to the former Owner or Owners of the Lot or Tract sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure

of the Association's lien. 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 nonjudicial foreclosure sale, an Owner of a Lot or Tract may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot or Tract shall not discharge the Association's lien 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 provided for herein by non-use of Common Area or abandonment of the land 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 or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, 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 each Owner of a Lot or Tract.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 7. EXEMPT PROPERTY. The following property shall be exempt from payment of Assessments:

- (a) all property owned by any governmental authority or public utility, including, without limitation, fire stations, police stations, public libraries, water plants, sewage treatment plants, governmental offices (city halls, court houses, etc.), public schools, public streets, and public parks;
- (b) all property owned by Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code; provided, however, the availability of such exemption is contingent upon prior approval by the Board; and
- (c) Common Area and property either owned by or designated on a Developer's land plan for conveyance to the Association, a Homeowners Association or a governmental authority which is or will be used for park or recreational purposes.

The Person owning Exempt Property as defined herein shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property.

SECTION 8. CAPITALIZATION OF ASSOCIATION. Upon acquisition of record title to a Lot or Tract by the first Owner thereof other than the Developers or a builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to fifty percent (50%) of the annual General Assessment for such Lot or Tract for

that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association.

SECTION 9. HOMEOWNERS ASSOCIATIONS' OBLIGATIONS TO PAY ASSESSMENTS. Each Homeowners Association shall be jointly and severally obligated with the Owners of Lots within its jurisdiction for all General Assessments and Special Assessments levied against the Lots within its jurisdiction and over which such Homeowners Association has assessment powers; provided, however, a Homeowners Association shall not be liable for payment of the Assessments against a Lot becoming due prior to the foreclosure of a Mortgage or conveyance in lieu thereof. Each Homeowners Association shall include in the assessment levied by it pursuant to the Residential Declaration it administers, and shall be responsible for collecting and paying to the Association, the total amount of all General Assessments and Special Assessments levied by the Association against the Lots within the jurisdiction of such Homeowners Association and such amount shall have first priority for payment out of the income of such Homeowners Association. The obligation of each Homeowners Association for collection and payment of assessments to the Association shall be enforceable by the Association, and the Association may bring suit against any Homeowners Association to collect delinquent assessments, in addition to any other rights or remedies it may have hereunder or at law or in equity. The obligation of each Homeowners Association to collect and pay such Assessments to the Association pursuant to this paragraph shall not relieve any Owner of liability for any amounts not paid by the Homeowners Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA AND EASEMENTS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the further provisions of this Section, every Owner of a Lot or Tract within the Properties shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to the portion of the Properties owned by such Owner. Such rights shall be subject 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 usage rights of any Owner for any period during which any assessment or other amount owed by such Owner 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 Owner's use and enjoyment of the Common Area, and to suspend

the enjoyment rights of any Owner 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 pursuant to which individuals who are not Members or the Owners of property within the jurisdiction of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Owner of a Lot or Tract shall have the right to extend his rights and easements 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 such rights to the Occupants of any leased improvements on his property.

SECTION 3. EASEMENTS—GENERAL. Easements for the installation and maintenance of utilities are or will be reserved as shown and provided for on the plats and/or as dedicated by separate instruments. Neither the Declarant, the Developers 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 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to Fort Bend County, to the City of Missouri City, and to any other public authority or agency, utility district, or public or private utility company, upon, over, under, and across (i) the Common Area, and (ii) those portions of the Lots and Tracts as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the developability, marketability or value of any Lot or Tract.

(b) There is also 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 Sienna Plantation Property (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 Sienna Plantation Property for purposes of performing such duties and activities related to law enforcement and fire protection in the Sienna Plantation Property as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. 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 Lot or Tract or any portion thereof in the performance of their respective duties. 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 directly affected thereby.

SECTION 6. CERTAIN RECREATIONAL FACILITIES WHICH ARE NOT COMMON AREA.

- (a) General. Certain recreational facilities such as a golf course and club house may, but are not required to be, constructed by a Developer or another Person within or in the vicinity of the Sienna Plantation Property for the use of individuals who pay membership fees to the owner thereof (hereinafter referred to as "club facilities"). Unless conveyed to the Association, the club facilities shall not constitute Common Area. The Members of the Association and other Owners of the Properties shall have no ownership interest, proprietary interest, beneficial interest, or other vested interest in the club facilities and shall have no right to enter or to use the club facilities by virtue of being a Member of the Association or the Owner of a Lot or Tract. Only those Persons who have paid the membership fee established by the owner of the club facilities shall be entitled to use the club facilities.
- (b) Operation of Club Facilities. No representations or warranties have been or are made by Declarant, the Developers or any other Person regarding the continuing ownership or operation of club facilities, if any. Further, the ownership or management and administration of the club facilities may change at any time and from time to time by virtue of, but without limitation, (i) the sale or assumption of operations of the club facilities by/to a third party or entity, (ii) the conversion of the club facilities membership structure to an equity club or similar arrangement whereby the members of the club facilities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the club facilities, (iii) the conveyance, pursuant to contract, option, or otherwise, of the club facilities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant or a Developer, or (iv) the conveyance of the club facilities to the Association, with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. No consent of the Association, the Board, or any Owner shall be required to effectuate a transfer to a Person other than the Association and none of the foregoing shall have any right of first refusal regarding such transfer.
- (c) Rights of Access. The owner of the club facilities and its members and their invitees, employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located within the Sienna Plantation Property reasonably necessary to travel to and from the club facilities and, further, over those portions of the Sienna Plantation Property (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the club facilities and such easements are hereby reserved.
- (d) Easements for Golf Course. If the club facilities include a golf course, a nonexclusive easement is hereby granted to the owner of such golf course, its servants, independent

contractors, agents, members, guests and invitees over the Sienna Plantation Property for the following purposes:

- (i) Retrieval of golf balls, including the right to enter on any Lot or Tract for that purpose, provided the right to retrieve golf balls shall only extend to nonenclosed portions of the Lots and Tracts, and the person retrieving the golf balls shall do so in a reasonable manner and will repair any damage caused by entry to retrieve the golf balls;
- (ii) Flight of golf balls over, across, and upon the Sienna Plantation Property;
- (iii) Doing of every act necessary and incident to the playing of golf and other recreational activities on the golf course, including, but not limited to, the operation of lighting facilities for operation of tennis, swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities;
- (iv) Creation of noise related to the normal maintenance and operation of the golf course, including, but not limited to, the operation of mowing and spraying equipment; and
- (v) An easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Sienna Plantation Property located adjacent to the golf course.

The easements hereby granted are appurtenant to the golf course and shall run with the land.

SECTION 7. TELECOMMUNICATION SERVICES. The Association may provide, either directly or by contracting with other parties, various telecommunication services to the Properties. The Board of Directors of the Association shall have the sole discretion to determine whether or not such telecommunication services are provided, the types of services to be provided, the manner in which such services will be provided, the amounts to be charged, and the method of paying for such services.

(a) **Types of Telecommunication Services.** The types of telecommunication services that may be provided by or through the Association shall include, but not be limited to, the following: (i) local and long-distance telephone service; (ii) voice mail service; (iii) cable television service; (iv) private television channels for education and community purposes; (v) video monitoring of Streets, Common Area, and other public areas; (vi) central home systems for fire and burglary detection; (vii) electronic utility meter reading systems; (viii) electronic mail systems; and (ix) such other similar telecommunication services as the Board of Directors determines to be necessary or beneficial for the safety, welfare or enjoyment of the Members.

(b) Common Area Facilities. The telecommunication equipment, wiring and other facilities that are necessary to provide the telecommunication services may be owned by the Association or the Association may contract with other parties to provide such facilities on behalf of the Association. The cost and expense of constructing, installing, operating, maintaining, repairing and replacing such facilities shall be paid by the Association, and may be included as part of the General Assessments and Special Assessments to the Members.

(c) Residence Facilities: If the Association determines to provide telecommunication services, it may require that each Residence constructed in the Properties include wiring and a "black box" or other necessary facilities to provide access to the Residence for the telecommunication services described above. The "black box" will provide a connecting terminal for the wiring that extends to each outlet or point of access in the Residence for the telecommunication services. The Association shall have the right to designate the type of "black box" to be installed and the manner in which such "black box" shall be operated, maintained and repaired, and may, from time to time, designate appropriate replacements or improvements to the "black box". The Association may contract with other parties to provide the foregoing services relating to the "black box". The Association may require each Owner to pay all costs and expenses required to purchase, install, maintain, repair, replace or improve the "black box" for the Owner's Residence, which shall be paid by each Owner in the same manner as a Special Assessment. The "black box" shall remain as a permanent fixture to the Residence and may not be removed from the Residence without the written permission of the Association, and shall remain as part of the Residence when it is sold to another party. The Association and the parties with whom it contracts to provide services relating to the "black box" shall have an easement and right of entry over and across each Lot and into each Residence for the purpose of installing, maintaining, repairing, replacing and making improvements to the "black box".

(d) Optional Services. The installation of a "black box" in a Residence does not obligate the Owner to accept or pay for any of the telecommunication services that may be provided by, or available through, the Association (except to the extent the Board of Directors determines to provide a service to all Members paid with General Assessments). Each Owner shall have the right to (i) accept and pay for any such services provided by or through the Association, (ii) contract with another party to provide such services, or (iii) decline such services, in whole or in part.

SECTION 8. SECURITY AND OTHER SERVICES.

(a) Services. The Association may also provide security and other services and facilities for the Properties and shall be authorized to enter into contracts with other entities to provide such services and facilities. In addition to Assessments, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include, in addition to the telecommunication services listed in the preceding section, landscape maintenance and pest control services. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

(b) Relationships With Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Area of Common Responsibility to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Owners of the Properties, the Association, its Members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be an Association Expense included in the Association's annual budget. For the purposes hereof, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

The Association may maintain facilities within the Sienna Plantation Property for temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

(c) DISCLAIMER CONCERNING SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE SIENNA PLANTATION PROPERTY DESIGNED TO MAKE THE PROPERTY SAFER THAN IT OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE DECLARANT, THE DEVELOPERS, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SIENNA PLANTATION PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, THE DEVELOPERS, NOR ANY SUCCESSOR DEVELOPER 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 OR TRACT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, THE DECLARANT, THE DEVELOPERS, OR ANY SUCCESSOR DEVELOPER AND THE ARCHITECTURAL REVIEW COMMITTEES 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 ASSOCIATION OR THE ARCHITECTURAL REVIEW COMMITTEES 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 OR TRACT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEES, THE DECLARANT, THE DEVELOPERS, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT OR TRACT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR TRACTS

AND TO THE CONTENTS OF LOTS OR TRACTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEES, THE DECLARANT, THE DEVELOPERS, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE 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 SIENNA PLANTATION PROPERTY.

SECTION 9. RIGHTS OF DEVELOPERS DURING CONSTRUCTION AND SALE PERIOD. Notwithstanding any provisions contained in this Declaration, until a Developer has developed and sold all of its property within the Sienna Plantation Property, it shall be expressly permissible for such Developer and any Owner approved by such Developer to maintain and carry on, upon such portion of its property as such Developer may deem necessary, such facilities and activities as in the sole opinion of such Developer may be required, convenient, or incidental to such Developer's or such Owner's development, construction, and sales activities related to its property, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Common Area; the right to replace, relocate, maintain and repair any facilities which provide utility services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Sienna Plantation Property; the right to carry on sales and promotional activities in the Sienna Plantation Property; the right to place signs in the Common Area and in road rights-of-way within the Sienna Plantation Property; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices. The Developers and any such Owner may use Residences as model residences and sales offices.

SECTION 10. NO PARTITION. Except as is permitted in this Declaration or amendments hereto, 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 unless the property have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors 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 INSURANCE

SECTION 1. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall have the authority, but not the obligation, to obtain blanket all-risk casualty insurance for all or any part of the insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. Such insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate.

The Board may also obtain a public 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, or the Members, in such amount as the Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the General Assessments. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from General Assessments, (i) worker's compensation insurance, and the Board 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 Board of Directors 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 the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a Special Assessment to cover the shortfall.

ARTICLE VI **ARCHITECTURAL STANDARDS AND RESTRICTIONS**

SECTION 1. GENERAL. No structure or thing shall be placed, erected, installed or posted on any portion of the Properties and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) ("Work") shall take place within the Properties, except in compliance with this Article; provided, however, no approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of his Residence or commercial improvements without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Residence or commercial improvements visible from outside the structure shall be subject to approval.

All improvements constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or land planner unless otherwise approved by the Association in its sole discretion.

SECTION 2. SIENNA PLANTATION ARC. Each Owner agrees that no Work shall be commenced on his Lot or Tract unless and until the Plans (as hereinafter defined) for such

Work are reviewed and approved by the Sienna Plantation Architectural Review Committee (the "Sienna Plantation ARC") pursuant to this Article. The Sienna Plantation ARC shall consist of at least three (3) but not more than seven (7) Persons. The Declarant shall appoint and remove (at any time and for any reason upon written notice to the Board) all members of the Sienna Plantation ARC during the Class "B" Control Period. Thereafter, the Board shall appoint and remove the members of the Sienna Plantation ARC.

The members of the Sienna Plantation ARC may, but need not, include architects, engineers, professional landscapers, or similar professionals, whose compensation, if any, shall be established from time to time by the Declarant or the Board, whichever appoints the Sienna Plantation ARC. Members of the Sienna Plantation ARC shall act in good faith and exercise proper business judgment in carrying out their responsibilities.

The Sienna Plantation ARC may establish and charge reasonable fees for its review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the Sienna Plantation ARC may retain architects, engineers or other professionals to assist in the review of any application and may require the applicant to reimburse it for the costs of such assistance.

The Sienna Plantation ARC shall delegate primary review authority with respect to construction of improvements on any Lot within the jurisdiction of a Homeowners Association to the Residential ARC, if any, established by the Residential Declaration encumbering such Lot. The Sienna Plantation ARC may, but shall not be obligated to, establish a separate Sienna Plantation Commercial Architectural Review Committee composed of such number of individuals as it determines (the "Commercial ARC") and delegate its primary review authority over Work to be performed on the Tracts to such Commercial ARC. For purposes of this Article, the particular entity having primary review authority in a particular case shall be referred to as the "Reviewer".

Upon delegation of review authority to a Residential ARC, the applicable Homeowners Association having jurisdiction shall have the primary authority and responsibility to enforce, by law or equity, any decisions of the Residential ARC subject to its jurisdiction. In the event a Homeowners Association fails or refuses to enforce such decisions, or if the decisions of the Residential ARC are determined by the Sienna Plantation ARC to be contrary to the Review Guidelines (as defined below), the Association shall have the right, but not the obligation, to exercise appropriate enforcement methods.

SECTION 3. GUIDELINES AND PROCEDURES.

(a) Design Guidelines. The Sienna Plantation ARC may prepare Design Guidelines applicable to all of the Properties which shall supplement the Builder Guidelines (collectively, the Design Guidelines and the Builder Guidelines are referred to herein as the "Review Guidelines"). The Design Guidelines are intended to provide guidance to Owners and builders regarding matters of particular concern to the Sienna Plantation ARC in reviewing Plans hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Design Guidelines does not guarantee approval of any application for approval.

The Sienna Plantation ARC shall have sole and full authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Sienna Plantation ARC shall make the Review Guidelines available to Owners and builders who seek to engage in development or construction within the Properties. The Design Guidelines may be recorded in the real property records of Fort Bend County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Builder Guidelines was in effect at any particular time.

(b) Procedures. Prior to commencing any Work within the scope of this Article, the Owner of the applicable property shall submit to the appropriate Reviewer an application for approval of the Plans for the proposed Work in such form as the Reviewer may specify. Such application shall include plans and specifications showing the site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable (the "Plans"). The Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to the right of the Sienna Plantation ARC to review and veto any decisions of the Residential ARC or the Commercial ARC. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Review Guidelines unless a variance has been granted pursuant to this Article. Notice shall be deemed to have been given at the time the envelop containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall

be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, the Developers or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

SECTION 4. NO WAIVER OF FUTURE APPROVALS. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

SECTION 5. VARIANCES. The Reviewer may authorize variances from compliance with any of the Review Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

SECTION 6. LIMITATION OF LIABILITY. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwelling are of comparable quality, value or size or of similar design. Neither the Declarant, the Developers, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans reviewed or approved hereunder, nor for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any structure. In all matters, the Architectural Review Committees and all persons comprising the Architectural Review Committees shall be defended and indemnified by the Association as provided in this Declaration.

SECTION 7. CERTIFICATE OF COMPLIANCE. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Review Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

SECTION 8. COMPLIANCE WITH REVIEW GUIDELINES. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the applicable Builder Guidelines or Design Guidelines and the plan review procedures specified herein may be excluded by the Board from the Properties.

SECTION 9. MISSOURI CITY CONSTRUCTION STANDARDS. In addition to the Builder Guidelines and the Design Guidelines, the Owner of each Lot or Tract in the Properties in constructing buildings and other improvements must (except as otherwise provided in the applicable Builder Guidelines) 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 10. CITY'S RIGHT OF ENFORCEMENT. The provisions of Section 9 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.

ARTICLE VII GENERAL USE RESTRICTIONS

SECTION 1. PERMITTED USES. The Properties may generally be used for any residential or commercial purpose, as reflected on the applicable recorded plat, unless prohibited by the provisions of this Declaration.

SECTION 2. PROHIBITED USES. The following uses and operations shall not be permitted on any portion of the Properties:

- (a) Refining of petroleum or of its products or byproducts; smelting of iron, tin, zinc, or other ores; drilling for and/or removal of oil, gas, or other hydrocarbons (except on designated drill sites);

- (b) Any establishment that offers or sells as its principal product or service a product or service that is intended to provide sexual gratification to its users, including, but not limited to, the dissemination or exhibition of obscene materials or objects; any establishment the sole purpose of which is to offer or sell prophylactic devices; any establishment featuring topless, bottomless, or totally nude performances or personnel; or any establishment that regularly shows pornographic movies, or sells or rents pornographic material or movies as a principal part of its business;
- (c) Any massage parlor, modelling studio, or establishment where men and/or women are engaged in salacious activities;
- (d) Any establishment that offers or sells paraphernalia related to illegal drug use;
- (e) Any carnival or fair unless organized and/or approved by the Association; or
- (f) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse, or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or governmental authorities).

SECTION 3. NUISANCE. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No Lot or Tract within the Properties shall be used, in whole or in part, for the storage of any thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

SECTION 4. MINERAL PRODUCTION. Certain sites have been designated within the Sienna Plantation Property by recorded instruments to be used for mineral production purposes by the owners of minerals and their lessees. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any other portion of the Sienna Plantation Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Sienna Plantation Property except at such designated locations. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted on any portion of the Sienna Plantation Property except such designated sites.

ARTICLE VIII

SPECIFIC USE RESTRICTIONS AND RULE MAKING

SECTION 1. FRAMEWORK FOR REGULATION. The Sienna Plantation Property is subject to specific development standards and requirements set forth in the Missouri City

Construction Standards. In addition, this Declaration establishes, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern use and conduct within the Properties. Within that framework, the Board must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Properties, its Owners and residents. This Article establishes procedures for modifying the restrictions set forth in this Article and rules adopted by the Board.

SECTION 2. RULE MAKING AUTHORITY.

(a) Subject to the Missouri City Construction Standards, the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association, the Board may modify, cancel, limit, create exceptions to, or expand such restrictions and rules. The Board shall cause notice of any such proposed action to be delivered to each Member and to be posted at prominent places within the Properties. The notice shall be published or posted at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at such Board meeting.

(b) At least thirty (30) days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall cause a copy of the new rule or explanation of any changes to a restriction or rule, specifying the effective date, to be published and posted as provided above. The Association shall provide, without cost, a copy of the use restrictions and rules then in effect to any requesting Owner or Mortgagee.

(c) Nothing in this Article shall authorize the Board to modify, repeal or expand the Missouri City Construction Standards or the Builder Guidelines. In the event of a conflict between the Missouri City Construction Standards, the Builder Guidelines and the use restrictions and rules, the Missouri City Construction Standards and the Builder Guidelines (in such order) shall control (except as otherwise specified in the Builder Guidelines).

SECTION 3. OWNERS' ACKNOWLEDGMENT. All Owners are given notice that use of their Lots or Tracts is limited by the use restrictions set forth in this Article and rules adopted by the Board, as they may be amended, expanded and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot or Tract can be affected by this provision and that the initial use restrictions and rules may change from time to time. All purchasers of Lots or Tracts are on notice that changes may be adopted by the Association.

SECTION 4. PROTECTION OF OWNERS AND OTHERS. No rule shall be adopted by the Association in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial use restrictions and rules set forth in this Article.

(a) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, rules and regulations may differ between and among different portions of the Properties, including, but not limited to, different Homeowners Associations, based on type of development, use, density or physical characteristics of the property.

(b) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Lots and Tracts or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area or violate the rules established by the Board for the use thereof. This provision does not affect the right to increase the amount of Assessments as provided in Article III hereof.

(c) Abriding Existing Rights. No rule shall require Owners to dispose of personal property which was kept in or on a Lot or Tract prior to the adoption of such rule and which was in compliance with all rules in force previous to such time, unless otherwise required to be removed by law; provided, the above shall apply to any Owner only for so long as he or she remains the Owner of the affected personal property or Lot or Tract. The rights granted under this subsection shall not run with title to any Lot or Tract.

(d) Reasonable Basis. No rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to safety, fair use of Common Area, cost, aesthetics, or the goals of the comprehensive plan for the development of Sienna Plantation.

(e) Reasonable Rights to Develop. No rule or action shall unreasonably impede a Developer's right to develop its property.

The limitations in subsections (a) through (e) of this Section 4 shall not apply to limit amendments to this Declaration adopted in accordance with Article XI, nor shall they limit or restrict the rights of any Homeowners Association to adopt rules which may be stricter, but not in derogation of, this Section.

SECTION 5. RESIDENTIAL USES. All Residences shall be used for single-family residential purposes exclusively and no Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, and no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit. It is not the intent of the Declarant or the Developers to exclude from a Residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

Except as otherwise hereinafter provided, no business or business activity shall be carried on, in or upon any Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers or clients to or from a Lot or Tract containing Residences, and no storage of materials, products or stock are permitted on any Lot or Tract containing Residences. Garage sales or yard sales (or any similar

vending of merchandise) conducted on any Lot or Tract containing Residences more than once within a 12-month period shall be considered a business activity and is therefore prohibited.

Notwithstanding the foregoing, a Residence may be used for a Home Occupation provided that:

- (i) no person other than a resident of the Residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation such as a sign and no Home Occupation shall be conducted on the property containing the Residence outside of the Residence; and
- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term Home Occupation shall mean a commercial enterprise conducted in a Residence which is incidental to the principal residential use.

SECTION 6. RENTING OR LEASING OF RESIDENCES. Residences may be rented or leased only by written leases and subject to the restriction that the tenant shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Residence agrees to cause his lessee or the persons living with such Owner to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenants or Occupants of the Residence are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto 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.

SECTION 7. LANDSCAPING.

(a) Lots. Each Lot shall be landscaped contemporaneously with the completion of the Single Family Residence on such Lot, but in no event later than 30 days after first occupancy or completion of the Single Family Residence, whichever shall occur first. The landscaping of a Lot shall conform to a landscaping plan approved by the Residential ARC with jurisdiction over such Lot.

(b) Tracts.

(i) Landscape Installation. The Sienna Plantation ARC or the Commercial ARC, if created, shall establish the Commercial Landscaping

Guidelines for the Tracts. Landscaping, underground irrigation and berms for all open, unpaved spaces within a Tract, including, but not limited to, the Landscape Setback, and side and rear building set-back areas, shall be installed by the Owner, at its sole cost and expense, in accordance with the Commercial Landscaping Guidelines. Such landscaping shall include, without limitation, visual screening required by this Declaration and the Commercial Landscaping Guidelines. Installation of the required landscaping and irrigation on a Tract must be completed within thirty (30) days following the occupancy or substantial completion of any building, whichever occurs first, subject to reasonable extensions for excusable delay. If such required landscaping and irrigation is not timely installed the Association may cause the same to be installed at the expense of the Owner, in the same manner and with the same effect as if such installation were maintenance required by Section 13 of this Article.

(ii) Landscaping Maintenance. The Association shall maintain all landscaping, berms and irrigation installed in medians within Streets and in the Common Landscaped Areas. Each Owner of a Tract shall, at its sole cost and expense, maintain all landscaping required by this Declaration to be installed by the Owner on such Tract. All landscaping installed on a Tract shall be maintained in accordance with the Commercial Landscaping Guidelines.

(iii) Setbacks. Minimum building/improvement and parking area setbacks on the Tracts shall be established by the Sienna Plantation ARC or the Commercial ARC, if created.

SECTION 8. PARKING. Adequate automobile parking spaces, including, without limitation, spaces for resident, employee, customer and visitor parking shall be provided on each Tract and all such parking areas shall be internally drained, and permanently surfaced with concrete or asphalt. Minimum parking requirements/spaces for particular land uses shall be established by the Sienna Plantation ARC or the Commercial ARC, if created. Design and construction of parking areas should provide for a reasonable mix of full size, mid size and compact size parking spaces. No use shall be made of any Tract or any improvements constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities maintained for parking on such Tract. Parking will not be permitted on any Street or at any place other than designated parking areas shown on the plans and specifications approved by the Sienna Plantation ARC or the Commercial ARC, and the Owner shall be responsible for compliance by its respective tenants, employees, and visitors with the parking requirements of this Declaration. The determination of whether or not a Tract has adequate off-street parking facilities shall be in the sole discretion of the Sienna Plantation ARC or the Commercial ARC. The Owner shall, at its expense, cause to be installed and maintained, in compliance with applicable law and reasonable standards established by the Sienna Plantation ARC or the Commercial ARC, adequate no-parking and other traffic control signs on Streets adjacent to such Tract. All parking areas for Tracts used primarily for purposes other than retailing shall be screened from public view with approved fencing, or berms and shrubs of type and species and in a manner approved in writing by the Sienna Plantation ARC or the Commercial ARC. Unless otherwise approved in writing by the Sienna Plantation ARC or the Commercial ARC prior to construction, parking will not be permitted in front of any parking setback line. To

the extent that appropriate governmental authority may from time to time require more parking spaces than those required by the Sienna Plantation ARC or the Commercial ARC, such governmental requirements shall control.

SECTION 9. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot or Tract, nor shall any Lot or Tract 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 or Tract shall remove such prohibited matter from his Lot or Tract at regular intervals at his expense.

SECTION 10. WEAPONS AND FIREWORKS. The use 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. SCREENING. No articles, goods, materials, incinerators, storage tanks, refuse containers (other than small garbage containers for use by retail businesses), or like equipment shall be permitted on any Tract or Lot in the open or exposed to public view, or view from the ground floor of adjacent buildings. If it shall become necessary to store or keep such materials or equipment outside of a building, they must be screened from view by a screen of a height at least equal to that of the materials or equipment being stored, but not less than eight (8) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from the ground floor level of all adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of a Tract or Lot and under no circumstances shall any materials or equipment be stored between the property lines of a Tract or Lot and the applicable building setback from any Street. Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, roof top mechanical equipment, parapet walls, playground and recreational equipment, recreational areas, and any other structures and equipment on a Tract or Lot or on the improvements thereon must be architecturally compatible (as determined by the applicable Architectural Review Committee) with such improvements or effectively shielded from view by an architecturally sound method approved in writing by the applicable Architectural Review Committee. All utility and service system components and trash pick-up stations must be integrated with the building they serve or must be screened by a fence or wall of compatible materials approved in writing by the applicable Architectural Review Committee and must not be visible above such screening. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the applicable Architectural Review Committee. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, unmounted camper bodies, boats, rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on

any Tract or Lot unless properly screened from public view in a manner approved in writing by the applicable Architectural Review Committee. All sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless otherwise approved in writing by the Sienna Plantation ARC or Commercial ARC, if created.

SECTION 12. SIGNS.

(a) Lots: Except for one (1) sign of not more than five (5) feet square advertising a Single Family Residence on a Lot for sale or rent, no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the applicable Residential ARC. A Developer shall have the right to construct and maintain, or to allow builders within the residential subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings, provided that all such signs and advertising devices are approved by the Sienna Plantation ARC.

(b) Tracts: Prior to erecting any sign on a Tract, detailed drawings and specifications for such proposed sign, including, without limitation, site information signs, shall be submitted to the Sienna Plantation ARC or the Commercial ARC, if created, for its prior written approval. All signs, both temporary and permanent, on Tracts which are visible from a public right-of-way within the Properties shall conform to overall sign guidelines established by the Sienna Plantation ARC or Commercial ARC and the design and material of every sign on a Tract in the Properties must be approved in writing by the Sienna Plantation ARC or Commercial ARC. Unless otherwise approved in writing by the Sienna Plantation ARC or Commercial ARC, all signs (other than pylon signs located within Tracts used primarily for retailing purposes) must be attached to a building, parallel to and contiguous with its wall, and must not project above its roof line. No mobile or portable sign and no sign with flashing lights or moving characters shall be permitted. No signs may be painted on buildings or other structures unless otherwise approved in writing by the Sienna Plantation ARC or Commercial ARC. No signs (other than traffic control signs and informational signs erected by or with the permission of the Association) may be erected in any street right-of-way or other easement. With the prior written consent of the Sienna Plantation ARC or Commercial ARC, temporary ground mounted signs may be erected in the setback areas of a Tract for the sole purpose of advertising the selling/leasing of or businesses to be conducted thereon, and such signs may be larger and of a different character than permanent signs. All temporary signs must be removed when the principal building(s) on the applicable Tract is substantially occupied. Pylon signs advertising businesses being conducted on Tract used primarily for retailing purposes may be located anywhere on such Tract, subject, however, to the right of the Sienna Plantation ARC or Commercial ARC to approve such location.

(c) Violations: If, at any time, the purchaser, Owner, Occupant or lessee or any Tract or Lot shall be in violation of this Section, the Association, without being deemed to be guilty of a trespass and without being otherwise liable to such purchaser, Owner, occupant or lessee, or to any other person, may enter upon the Tract or Lot or any part thereof and may remove any sign not complying with this Section or not previously approved as herein required. For purposes of this Section, "signs" shall include, without limitation, flags, flagpoles, awnings, bunting, outdoor wall hangings, canopies and pylons. All costs incurred by the Association in removing signs which do not comply with this Section, together with interest thereon from the date the costs are

incurred until repaid at the maximum lawful rate, shall be due and payable by the Owner upon demand and the Association may levy a Specific Assessment against the applicable Lot or Tract to recover such costs.

SECTION 13. PROPERTY-MAINTENANCE. --At all times the Owner shall keep his Tract or Lot and premises and all buildings, improvements, appurtenances, sidewalks, berms and landscaping thereon, in accordance with the Community-Wide Standard. If any improvements within the Properties are damaged or destroyed, the Owner of the property containing such improvements shall diligently proceed to restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and restore the property to a clean and attractive condition. If, in the reasonable opinion of the Board, any Owner is failing in its obligations under this section, the Association shall give such Owner notice of such fact and such Owner must, within fifteen (15) days of such notice, undertake the repair and maintenance required to restore such Owner's property to the Community-Wide Standard. Should any Owner fail to fulfill this duty and responsibility after such notice, then the Association shall have the right and power to enter upon such Tract or Lot through its agents, without liability to such Owner (or any lessee, tenant, invitee, customer, or licensee of such Owner) for trespass or otherwise, and to perform such repair and maintenance, and such Owner shall be personally liable for the cost of such work and shall upon demand reimburse the Association for the cost thereof. If such Owner shall fail to so reimburse the Association within twenty (20) days after demand, the Association may levy a Specific Assessment to recover such cost against the applicable Lot or Tract. The duty and responsibility imposed by this Section shall be over and above any maintenance which may otherwise be performable pursuant to this Declaration. All sums advanced by the Association pursuant to this Section shall bear interest at the maximum lawful rate from date of advance until repaid.

ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DEVELOPERS. Each Developer, as the Owner thereof or, if not the Owner, with the consent of the Owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time to annex real property adjacent to or in the vicinity of the Initial Subdivisions, including, without limitation, the remaining portions of the property described in Exhibits "A", "B" and "C" hereto, to the jurisdiction of the Association by filing for record either an instrument which subjects the property to be annexed to the provisions of this Declaration (a "Declaration of Annexation") or a Supplemental Declaration in respect to the property being annexed which subjects such annexed property to assessment by the Association on a uniform basis with all other property within the Association's jurisdiction. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or Declaration of Annexation unless otherwise provided therein.

The right reserved by the Developers to annex additional land shall not be implied or construed so as to impose any obligation upon any Developer to subject any land it now or may hereafter own to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, the Developers have no obligation to impose any covenants and restrictions similar to those contained herein upon such land nor shall any thing contained herein be construed to limit or restrict the use to which such land may be put by the Developers or by any subsequent

owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby on the Initial Subdivisions or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the Owner thereof, the Association may annex real property to the jurisdiction of the Association. Annexation shall be accomplished by filing of record in the real property records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the Owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association; provided that the annexed property shall be impressed with and subject to Assessments imposed by the Association on a uniform basis, consistent with provisions of this Declaration.

ARTICLE X MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

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 XI
GENERAL PROVISIONS

SECTION 1. TERM.—The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by Members with a majority of the total votes in the Association agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall be terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, 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 this Declaration of Articles and Sections contained herein 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. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by the 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 Members representing a minimum of sixty percent (60%) of the total votes in the Association; provided, however, no amendment shall have an effect on any Tract unless the Owner of such Tract has executed such amendment. Any amendment to this Declaration must be recorded in the real property records of Fort Bend County, Texas.

SECTION 6. 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 this Declaration, 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 assent of Members representing two-thirds (2/3rds) of the total votes of the Association.

SECTION 7. DISSOLUTION. The Association may be dissolved with the assent of Members representing two-thirds (2/3rds) of the votes of the Members. 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 8. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as it may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Sienna Plantation Property. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or Tract to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration or its rules and regulations. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice 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.

SECTION 9. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot or Tract for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency

situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot or Tract to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 10. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot or Tract, such Owner shall give the Association 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 Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot or Tract hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot or Tract.

SECTION 11. CUMULATIVE EFFECT; CONFLICT. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Supplemental Declarations; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Supplemental Declaration shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

SECTION 12. USE OF THE WORDS "SIENNA PLANTATION". No Person shall use the words "Sienna Plantation" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use such terms in printed or promotional matter where such term is used solely to specify that particular property is located within the Sienna Plantation project and the Association shall be entitled to use the words "Sienna Plantation" in its name.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed as of the 3rd day of October, 1996.

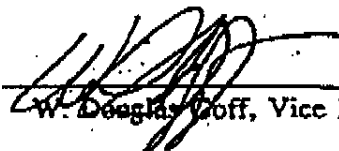
DECLARANT

Sienna Plantation Development Company,
a Texas corporation

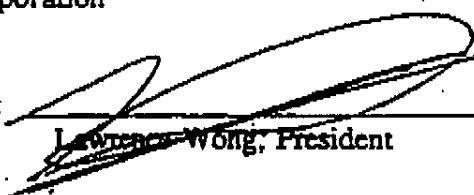
By: 
W. Douglas Goff, Vice President

DEVELOPERS:

AFG Johnson Development, L.L.C.,
a Texas limited liability company

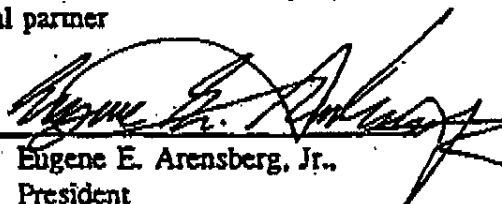
By: 
W. Douglas Goff, Vice President

AFG Pacific Partners, Inc., a Texas
corporation

By: 
Lawrence Wong, President

Thompson Lake Partners, Ltd., a Texas
limited partnership

By: Longpoint Land & Cattle Company,
general partner

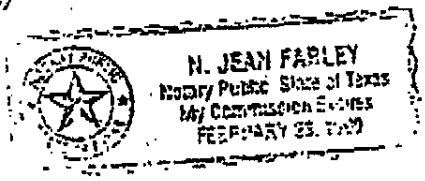
By: 
Eugene E. Arensberg, Jr.,
President

THE STATE OF TEXAS I

COUNTY OF FARRIS I

This instrument was acknowledged before me on Oct 3, 1996 by W. Douglas Goff, Vice President of Sienna Plantation Development Company, a Texas corporation, on behalf of said corporation.

(SEAL)



N. Jean Farley

Notary Public in and for the State of Texas

N. JEAN FARLEY

Name printed or typed

My commission expires: 2-23-99

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on Oct 3, 1996 by W. Douglas Goff, Vice President of AFG Johnson Development, L.L.C., a Texas limited liability company, on behalf of said company.

(SEAL)



N. Jean Farley
Notary Public in and for
the State of Texas

N. JEAN FARLEY
Name printed or typed
My commission expires: 2-23-99

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on Oct. 3, 1996 by Lawrence Wong, President of AFG Pacific Partners, a Texas corporation, on behalf of said corporation.

(SEAL)



Antonietta Longo Talahuen
Notary Public in and for
the State of Texas

ANTHONIETA LONGO TALAHUEN
Name printed or typed
My commission expires: 3/8/2000

THE STATE OF TEXAS

I

COUNTY OF FORT BEND

I

This instrument was acknowledged before me on SEPTEMBER 30, 1996 by Eugene E. Arensberg, Jr., President of Longpoint Land & Cattle Company, a Texas corporation which is the general partner of Thompson Lake Farmers, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



Steven Poston
Notary Public in and for
the State of Texas

Steven Poston
Name printed or typed
My commission expires: 1-9-00

**DECLARATION OF ANNEXATION
(SIENNA POINT HOMEOWNERS ASSOCIATION, INC.)**

SIENNA POINT, SECTION TWO (2) IN SIENNA PLANTATION

This Declaration of Annexation is made as of the date hereinafter stated by THOMPSON LAKE PARTNERS, LTD., a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1) in Sienna Plantation dated as of September 6, 1996, which is filed under Clerk's File No. 9666678 and recorded in the Official Records of Fort Bend County, Texas (the "Declaration") which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, Declarant is the owner of that certain 367.232 acre tract of land contiguous to or in the general vicinity of the property described in and encumbered by the Declaration, which property has been or will hereafter be platted and subdivided as SIENNA POINT, SECTION TWO (2) (the "Annexed Property"); and

WHEREAS, Section 1 of Article IX of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the SIENNA POINT HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

RLR114814.1\DECLARATIONOFANNEXATION2131.13

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the SIENNA POINT HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 2nd day of Sept., 1997.

Thompson Lake Partners, Ltd.,
a Texas limited partnership

By: Longpoint Land & Cattle Company,
a Texas corporation,
general partner

By: 
Eugene E. Arensberg, Jr.
Its: PRESIDENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on September 2, 1998 by Eugene E. Hensberg, Jr., President of Longpoint Land & Cattle Company, a Texas corporation which is the general partner of Thompson Lake Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



Patti Pratt

Notary Public in and for
the State of Texas

Name printed or typed
My commission expires:

After recording, Return to:
Coats, Rose, Yale, Holm, Ryman & Lee
A Professional Corporation
Attorneys at Law
800 First City Tower
1001 Fannin
Houston, Texas 77002-5707

AS PER ORIGINAL

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478
(281) 491-1950 • FAX (281) 491-0413

August 27, 1997

A FIELD NOTE DESCRIPTION of 367.232 Acres of Land being a portion of the Thompson Lake Partners, Ltd. 1035.486 Acre Tract of Land (Fort Bend County Clerk's File No. 9537078) being out of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at a 3/4 inch iron pipe found for the Southeast corner of said 1035.486 Acre Tract; said corner being the Southeast corner of said call 7454.008 Acre Tract and being in the Westerly line of the presently abandoned Missouri Pacific Railroad Company right-of-way; said corner being in the southerly line of said William Hall Survey, Abstract No. 31, and being the Southeast corner of Sienna Point Section One Subdivision (Slide Nos. 1528/B, 1529/A, 1529/B, 1530/A, and 1530/B; Plat Records of Fort Bend County, Texas); THENCE; North 89° 57' 50" West - 1329.20 feet along the southerly lines of said 1035.486 Acre Tract, said call 7454.008 Acre Tract, said William Hall Survey, and said Sienna Point Section One Subdivision to a 5/8 inch iron rod found for the Southwest corner of said Sienna Point Section One Subdivision; said corner being the Southeast corner of and PLACE OF BEGINNING for this 367.232 Acre Tract;

THENCE; North 89° 57' 50" West - 5360.00 feet continuing along the southerly lines of said 1035.486 Acre Tract, said call 7454.008 Acre Tract, and said William Hall Survey to a point for the Southwest corner of this 367.232 Acre Tract; said corner being in the centerline of Oyster Creek;

THENCE; Northerly, upstream along the meanders of the centerline of said Oyster Creek, with the following courses and distances:

North 00° 02' 10" East - 423.43 feet to a point for corner;

North 14° 55' 16" West - 490.07 feet to a point for corner;

North 35° 11' 06" West - 295.26 feet to a point for corner;

North 37° 33' 41" West - 220.38 feet to a point for corner;

North 34° 08' 03" West - 488.83 feet to a point for corner;

North 03° 43' 40" West - 372.12 feet to a point for corner;

Field Note Description
367.232 Acres of Land
Page Two (2)

North 14° 39' 36" East - 227.37 feet to a point for corner;
North 18° 47' 13" East - 366.48 feet to a point for corner;
North 50° 36' 38" East - 302.29 feet to a point for corner;
North 67° 04' 52" East - 312.39 feet to a point for corner;
North 87° 30' 57" East - 259.23 feet to a point for corner;
South 82° 13' 52" East - 366.24 feet to a point for corner;
South 69° 33' 51" East - 240.92 feet to a point for corner;
South 59° 12' 45" East - 420.23 feet to a point for corner;
South 50° 09' 18" East - 392.13 feet to a point for corner;
South 58° 39' 14" East - 270.85 feet to a point for corner;
South 61° 39' 19" East - 474.43 feet to a point for corner;
North 81° 33' 58" East - 230.32 feet to a point for corner;
North 88° 00' 39" East - 132.30 feet to a point for corner;
North 76° 57' 36" East - 259.75 feet to a point for corner;
North 34° 13' 54" East - 204.68 feet to a point for corner;
North 29° 49' 46" East - 355.81 feet to a point for corner;
North 15° 46' 21" East - 266.99 feet to a point for corner;
North 13° 18' 25" East - 364.89 feet to a point for corner;

AS PER ORIGINAL

Field Note Description
367.232 Acres of Land
Page Three (3)

North 00° 27' 52" West - 261.66 feet to a point for corner;

North 08° 58' 51" West - 446.00 feet to a point for the Northwest corner of this 367.232 Acre Tract;

THENCE; North 69° 22' 36" East - 205.00 feet to a 5/8 inch iron rod set for the North corner of this 367.232 Acre Tract;

THENCE; South 89° 29' 07" East, at 194.00 feet pass a 5/8 inch iron rod set in the Easterly line of a 200 foot wide drainage easement (Channel 1, Volume 1928, Page 1379; Official Records of Fort Bend County, Texas), in all 394.00 feet to a 5/8 inch iron rod set for the most Northerly Northeast corner of this 367.232 Acre Tract; Said corner being in the Easterly line of said 200 foot wide drainage easement and being in the Westerly line of said Sienna Point Section One Subdivision;

THENCE; Southerly, along the Westerly line of said Sienna Point Section One Subdivision and along the Easterly line of said 200 foot wide drainage easement, with the following courses and distances:

Along a non-tangent curve to the right the radius point of which bears North 89° 29' 07" West, with the following curve data:

Delta:	07° 24' 49"
Radius:	3049.33 feet
Length:	394.56 feet
Tangent:	197.56 feet
Chord:	South 04° 13' 17" West - 394.28 feet to a 5/8 inch iron rod found for corner;

South 32° 57' 50" East - 2114.68 feet to a 5/8 inch iron rod found for corner;

South 00° 02' 10" West - 2308.84 feet to the PLACE OF BEGINNING of and containing 367.232 Acres of Land.

C. Tim Griffith
C. TIM GRIFFITH P.L.S. 64343



SAVE AND EXCEPT FOR THE PORTION OF SUCH 367.232 ACRE TRACT OF LAND WHICH WAS CONVEYED TO THE SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT BY THAT CERTAIN CORRECTION SPECIAL WARRANTY DEED DATED EFFECTIVE AS OF DECEMBER 31, 1996 AND RECORDED IN THE REAL PROPERTY RECORDS OF FORT BEND COUNTY, TEXAS.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

9-12-97 10:26 AM 9758437
CT \$19.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

3
4
- *Courtesy*

DECLARATION OF ANNEXATION
(SIENNA POINT HOMEOWNERS ASSOCIATION, INC.)

SIENNA POINT, SECTION THREE (3) IN SIENNA PLANTATION

This Declaration of Annexation is made as of the date hereinafter stated by THOMPSON LAKE PARTNERS, LTD., a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1) in Sienna Plantation dated as of September 6, 1996, which is filed under Clerk's File No. 9666678 and recorded in the Official Records of Fort Bend County, Texas (the "Declaration") which imposed covenants, conditions and restrictions on certain property described therein (as amended pursuant to the provisions thereof, herein referred to as the "Declaration"); and

WHEREAS, Declarant is the owner of that certain 393.744 acre tract of land contiguous to or in the general vicinity of the property encumbered by the Declaration, which property has been or will hereafter be platted and subdivided as SIENNA POINT, SECTION THREE (3) (the "Annexed Property"); and

WHEREAS, Section 1 of Article IX of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the SIENNA POINT HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

RLR\114814.3\DECLARATIONOFANNEXATION2131.13

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

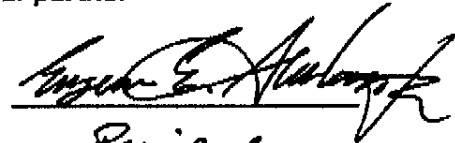
NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the SIENNA POINT HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 3rd day of February, 1998.

Thompson Lake Partners, Ltd.,
a Texas limited partnership

By: Longpoint Land & Cattle Company,
a Texas corporation,
general partner

By:



Its:

President

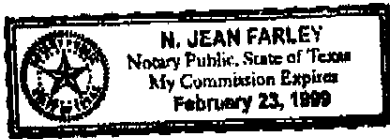
AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on Feb 3, 1998 by Eugene K. Aronberg, Jr., President of Longpoint Land & Cattle Company, a Texas corporation which is the general partner of Thompson Lake Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



N. Jean Farley
Notary Public in and for
the State of Texas

N JEAN FARLEY
Name printed or typed
My commission expires:
2-23-99

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478

(281) 491-1550 • FAX (281) 491-0423

February 9, 1998

A FIELD NOTE DESCRIPTION of 393.744 Acres of Land being the proposed Sienna Point, Section No. 3 Subdivision being a portion of the Thompson Lake Partners, Ltd. 1035.486 Acre Tract of Land (Fort Bend County Clerk's File No. 9537078) being out of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) being in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

FOR CONNECTION, begin at a 3/4 inch iron pipe found for the Southeast corner of said 1035.486 Acre tract; Said corner being the Southeast corner of said call 7454.008 Acre Tract and being in the Westerly line of the presently abandoned Missouri Pacific Railroad Company right-of-way; Said corner being in the Southerly line of said William Hall Survey, Abstract No. 31, and being the Southeast corner of Sienna Point Section One Subdivision (Slide Nos. 1528/B, 1529/A, 1529/B, 1530/A, and 1530/B; Plat Records of Fort Bend County, Texas); THENCE; North 89 Degrees, 57 Minutes, 50 Seconds West, at 1329.20 feet pass a 5/8 inch iron rod found for the Southwest corner of said Sienna Point, Section No. 1 Subdivision and for the Southeast corner of a 363.685 Acre Tract of land being the proposed Sienna Point Section No. 2 Subdivision, in all 6689.20 feet along the Southerly lines of said 1035.486 Acre Tract, said call 7454.008 Acre Tract, and said William Hall Survey to a point for the Southwest corner of said 363.685 Acre Tract; Said corner being the most Southerly Southeast corner of and PLACE OF BEGINNING for this 393.744 Acre Tract;

THENCE; North 89 Degrees, 57 Minutes, 50 Seconds West - 1038.26 feet continuing along the Southerly lines of said 1035.486 Acre Tract, said call 7454.008 Acre Tract, and said William Hall Survey to a 5/8 inch iron rod found for the Southwest corner of this 393.744 Acre Tract; Said corner being the Southwest corner of said 1035.486 Acre Tract and being the most Southerly Southeast corner of a 3927.662 Acre Tract (Fort Bend County Clerk's File No. 9537103);

Field Note Description
393.744 Acre of Land
February 9, 1998
Page Two (2)

THENCE; North 11 Degrees, 34 Minutes, 10 Seconds West - 5445.63 feet along the Westerly line of said 1035.486 Acre Tract and along an Easterly line of said 3927.662 Acre Tract to a 5/8 inch iron rod found for the Northwest corner of this 393.744 Acre Tract; Said corner being the Northwest corner of said 1035.486 Acre Tract and being an interior corner of said 3927.662 Acre Tract;

THENCE; Easterly, along the Northerly line of said 1035.486 Acre Tract and along a Southerly line of said 3927.662 Acre Tract, with the following courses and distances:

North 89 Degrees, 15 Minutes, 27 Seconds East - 524.66 feet to a 5/8 inch iron rod found for corner;

South 87 Degrees, 51 Minutes, 22 Seconds East - 1305.27 feet to a 5/8 inch iron rod found for corner;

North 88 Degrees, 54 Minutes, 09 Seconds East - 1397.60 feet to a 5/8 inch iron rod found for corner;

South 89 Degrees, 43 Minutes, 05 Seconds East - 1002.25 feet to a 5/8 inch iron rod found for corner;

North 85 Degrees, 07 Minutes, 09 Seconds East - 592.61 feet to a 5/8 inch iron rod found for corner;

North 80 Degrees, 58 Minutes, 23 Seconds East - 901.76 feet to a 5/8 inch iron rod found for the Northeast corner of this 393.744 Acre Tract; Said corner being the Northwest corner of said Sienna Point Section No. 1 Subdivision and being in the Westerly line of the Sienna Plantation Levee Improvement District Channel One Tract (Fort Bend County Clerk's File No. 9741281);

THENCE; Southerly, along the Westerly line of said Sienna Point Section No. 1 Subdivision and along the Easterly line of said Channel One Tract, with the following courses and distances:

Field Note Description
393.744 Acre of Land
February 9, 1998
Page Three (3)

Along a non-tangent curve to the Left the radius point of which bears South 85 Degrees, 58 Minutes, 33 Seconds East, with the following curve data:

Delta: 14 Degrees, 52 Minutes, 48 Seconds
Radius: 3231.50 feet
Length: 839.23 feet
Tangent: 421.99 feet
Chord: South 03 Degrees, 24 minutes, 57 Seconds East - 836.88 feet to a 5/8 inch iron rod found for corner;

South 10 Degrees, 51 Minutes, 21 Seconds East - 100.48 feet to a 5/8 inch iron rod found for corner;

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

Delta: 16 Degrees, 40 Minutes, 46 Seconds
Radius: 3049.33 feet
Length: 887.69 feet
Tangent: 447.01 feet
Chord: South 02 Degrees, 30 Minutes, 57 Seconds East - 884.56 feet to a 5/8 inch iron rod found for the most Easterly Southeast corner of this 393.744 Acre Tract; Said corner being the Northeast corner of said 363.685 Acre Tract;

THENCE; West - 536.51 feet along the Northerly line of said 363.685 Acre Tract to a point for interior corner of this 393.744 Acre Tract; Said corner being the Northwest corner of said 363.685 Acre Tract and being in the approximate centerline of Old Oyster Creek;

THENCE; Southwesterly, along Westerly line of said 363.685 Acre Tract being along the approximate centerline of said Old Oyster Creek with the following courses and distances:

South 08 Degrees, 58 Minutes, 51 Seconds East - 230.01 feet to a point for corner;

South 00 Degrees, 27 Minutes, 52 Seconds East - 261.66 feet to a point for corner;

Field Note Description
393.744 Acre of Land
February 9, 1998
Page Four (4)

South 13 Degrees, 18 Minutes, 25 Seconds West -
364.09 feet to a point for corner;

South 15 Degrees, 46 Minutes, 21 Seconds West -
266.99 feet to a point for corner;

South 29 Degrees, 49 Minutes, 46 Seconds West -
355.81 feet to a point for corner;

South 34 Degrees, 15 Minutes, 54 Seconds West -
204.68 feet to a point for corner;

South 76 Degrees, 57 Minutes, 36 Seconds West -
259.75 feet to a point for corner;

South 88 Degrees, 00 Minutes, 39 Seconds West -
132.30 feet to a point for corner;

South 81 Degrees, 33 Minutes, 58 Seconds West -
230.32 feet to a point for corner;

North 61 Degrees, 39 Minutes, 19 Seconds West -
474.43 feet to a point for corner;

North 58 Degrees, 39 Minutes, 14 Seconds West -
270.85 feet to a point for corner;

North 50 Degrees, 09 Minutes, 18 Seconds West -
392.13 feet to a point for corner;

North 59 Degrees, 12 Minutes, 45 Seconds West -
420.23 feet to a point for corner;

North 69 Degrees, 33 Minutes, 51 Seconds West -
240.92 feet to a point for corner;

North 82 Degrees, 15 Minutes, 52 Seconds West -
366.24 feet to a point for corner;

South 87 Degrees, 30 Minutes, 57 Seconds West -
259.23 feet to a point for corner;

South 67 Degrees, 04 Minutes, 52 Seconds West -
312.39 feet to a point for corner;

Field Note Description
393.744 Acre of Land
February 9, 1998
Page Five (5)

South 50 Degrees, 36 Minutes, 38 Seconds West -
302.29 feet to a point for corner;

South 18 Degrees, 47 Minutes, 13 Seconds West -
366.48 feet to a point for corner;

South 14 Degrees, 39 Minutes, 34 Seconds West -
227.37 feet to a point for corner;

South 03 Degrees, 43 Minutes, 40 Seconds East -
372.12 feet to a point for corner;

South 34 Degrees, 08 Minutes, 03 Seconds East -
488.83 feet to a point for corner;

South 37 Degrees, 33 Minutes, 41 Seconds East -
220.38 feet to a point for corner;

South 35 Degrees, 11 Minutes, 06 Seconds East -
295.26 feet to a point for corner;

South 14 Degrees, 55 Minutes, 16 Seconds East -
490.07 feet to a point for corner;

South 00 Degrees, 02 Minutes, 10 Seconds West -
423.43 feet to the PLACE OF BEGINNING OF and
containing 393.744 Acres of land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. #4349



Return to:
Regency Title
16103-J Lexington
Sugar Land, TX 77479

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Dianne Wilson

4-24-98 12:50 PM 9829504
KN \$23.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**SIENNA POINT, SECTION THREE (3)
IN SIENNA PLANTATION**

This Supplemental Declaration of Covenants, Conditions and Restrictions is made as of the date hereinafter stated by Thompson Lake Partners, Ltd., a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1) in Sienna Plantation dated as of September 6, 1996, which is filed under Clerk's File No. 9666678 and recorded in the Official Records of Fort Bend County, Texas, as amended by Amendment dated September 2, 1997 which is filed under Clerk's File No. 9758438 and recorded in the Official Records of Fort Bend County, Texas (the "Declaration"), which imposed covenants, conditions and restrictions on the property in the Sienna Point, Section One (1) subdivision in Sienna Plantation; and

WHEREAS, by that certain Declaration of Annexation instrument dated February 3, 1998 which is filed under Clerk's File No. 9829504 and recorded in the Official Records of Fort Bend County, Texas, Declarant annexed that certain tract of land which has been platted as the Sienna Point, Section Three (3) subdivision in Sienna Plantation according to the plat thereof recorded under Slides No. 1795 B, 1796 A+B, 1797 A+B and 1798 A of the Map Records of Fort Bend County, Texas into the jurisdiction of the Sienna Point Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

RLR\150162\SUPPDEC\SP,SEC3\2131.13

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject the property in Sienna Point, Section Three (3) to the additional covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that the property in Sienna Point, Section Three (3) shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

I. Definitions

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

(a) "Old Oyster Creek" shall mean and refer to the drainage way which extends through and along the southern and eastern boundaries of Sienna Point, Section Three (3) and is labeled as such on the plat of such subdivision.

(b) "Old Oyster Creek Lake" shall mean the lake to be created by the construction of one or more dams in Old Oyster Creek. Old Oyster Creek Lake will not become a part of the Common Area.

(c) "Old Oyster Creek Lot" shall mean and refer to any Lot in Sienna Point, Section Three (3) which encompasses a portion of Old Oyster Creek. The Old Oyster Creek Lots generally extend to the center of Old Oyster Creek.

(d) "House Lake" shall mean and refer to the approximately 20.378 acre tract of land platted as Reserve D on the plat of Sienna Point, Section Three (3) which is or will become a portion of the Common Area owned by the Association.

(e) "House Lake Lot" shall mean and refer to any Lot in Sienna Point, Section Three (3) which is adjacent to House Lake.

All other capitalized terms used and not defined in this Supplemental Declaration shall have the meanings ascribed to them in the Declaration.

II. Easements

(a) There is hereby granted to the Association, its agents and employees, a perpetual easement over the Old Oyster Creek Lots and the right to construct one or more earthen dams and weir structures within Old Oyster Creek for the purpose of making Old Oyster Creek into a lake which will be an amenity for each of the Old Oyster Creek Lots, together with the right of ingress and egress for the purpose of maintaining, repairing, and reconstructing such dams.

(b) There is further hereby granted to the Association a perpetual easement over each Old Oyster Creek Lot and the right to impound water upon or overflow such Lots with Old Oyster Creek Lake which will be created by the construction of the dams mentioned above.

(c) All House Lake Lots are subject to a twenty (20) foot lake maintenance easement as shown on the plat of Sienna Point, Section Three (3).

(d) There is hereby granted to the Association, the Sienna Plantation Levee Improvement District, and any other applicable government authority, their agents and employees, a perpetual easement over the portion of each Old Oyster Creek Lot which is within twenty (20) feet shoreward of the average water line of Old Oyster Creek Lake which will be created by the construction of the above mentioned dams for the purpose of maintaining such lake and performing any work related thereto.

The portions of the Old Oyster Creek Lots and the House Lake Lots affected by the easements described in paragraph (c) and (d) hereof are herein referred to as the "Maintenance Easement Areas".

III. Additional Restrictions

The following specific restrictions shall apply to all Old Oyster Creeks Lots and to all House Lake Lots:

(a) In order to preserve the natural appearance of Old Oyster Creek Lake and House Lake, no buildings, fences or other improvements shall be constructed or placed in the Maintenance Easement Areas. Slope paving, bulkheading, piers, boat docks and other man-made alterations to the shoreline are prohibited; provided, however, the Sienna Point ARC may grant a variance to this restriction if in the judgment of such committee a structure or alteration is necessary to prevent erosion or for safety reasons. The placement of any improvements within or any alteration of the natural condition of the Maintenance Easement Areas, other than the removal of vegetation, must be approved by the Sienna Point ARC pursuant to Article VI of the Declaration;

(b) The Owner of each Old Oyster Creek Lot and each House Lake Lot shall be responsible for all temporary erosion control measures required during construction on his Lot to ensure that there is no erosion into House Lake or Old Oyster Creek Lake and such Owner shall be responsible for any repair or maintenance required due to erosion caused by construction on his Lot;

(c) Chemicals, fertilizers and pesticides may not be used within the Maintenance Easement Areas;

(d) No Owner or Occupant of an Old Oyster Creek Lot or a House Lake Lot shall withdraw water from or discharge water into Old Oyster Creek Lake or House Lake, respectively;

(e) No Owner or Occupant of an Old Oyster Creek Lot or a House Lake Lot shall dump or place refuse or any other material into Old Oyster Creek Lake or House Lake, respectively;

(f) No Owner or Occupant of an Old Oyster Creek Lot or a House Lake Lot shall release or introduce any wildlife, waterfowl, reptiles or fish into Old Oyster Creek Lake or House Lake, respectively;

(g) No fence shall be installed on a House Lake Lot which unreasonably obstructs the view of House Lake from adjacent Lots and no fence shall be installed on an Old Oyster Creek Lot which unreasonably restricts the view of Old Oyster Creek Lake from adjacent Lots. The Sienna Point ARC shall have the right to designate specifications for fencing on the House Lake Lots and the Old Oyster Creek Lots to insure visibility of the lake and creek, respectively; and

(h) No boats or other watercraft which are permitted under the Association's rules to be used on House Lake or on Old Oyster Creek Lake may be left on either of such lakes overnight or left at a location on a Lot adjacent to either of such lakes which is visible from any Street or other Lot.

IV. Use of House Lake

The use of House Lake by members of the Association and their permitted guests shall be subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, limit the use of House Lake to human powered craft only and prohibit motorized boating, prohibit fishing or limit to catch and release only fishing, and prohibit swimming. The Board may also establish hours for the use of such Common Areas.

V. Use of Old Oyster Creek Lake

Although not a portion of the Common Area, the members of the Association and their permitted guests shall have an easement and the right to use Old Oyster Creek Lake for recreational purposes, subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, prohibit the use of motorized craft and limit the use of such lake to human powered craft such as canoes, kayaks and paddleboats, and prohibit fishing or swimming.

VI. Amendment

This Supplemental Declaration may be amended at any time by an instrument executed by (i) the Owners of a majority of the Lots in Sienna Point, Section Three (3) and (ii) the Declarant for so long as it owns any property within the jurisdiction of the Association, and thereafter by an officer of the Association after approval of such amendment by the Board of Directors.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 1 day of DECEMBER, 1998.

Thompson Lake Partners, Ltd.,
a Texas limited partnership

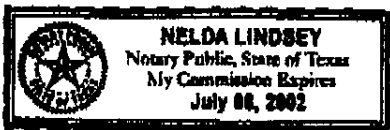
By: Longpoint Land & Cattle Company,
a Texas corporation,
general partner

By: *Eugene E. Arensberg Jr.*
Its: President

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on 12-1, 1998 by EUGENE E. ARENSBERG JR., PRESIDENT of Longpoint Land & Cattle Company, a Texas corporation which is the general partner of Thompson Lake Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



Nelda Lindsey
Notary Public in and for
the State of Texas
Nelda Lindsey
Name printed or typed
My commission expires:
July 8, 2002

RETURN TO: E. ARENSBERG,
2919 LAKEFIELD WAY
SUGAR LAND, TX 77479

FILED AND RECORDED
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Dianne Wilson

12-1-98 01:50 PM 9897743
GS \$19.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SIENNA POINT, SECTION ONE (1) IN SIENNA PLANTATION**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF FORT BEND §

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1), made as of the date hereinafter set forth by Thompson Lake Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant adopted and established restrictive covenants applicable to the Lots in Sienna Point, Section One (1), a subdivision of land in Fort Bend County, Texas containing 297.714 acres of land according to the plat thereof recorded under Slide Nos. 1528/B, 1529/A, 1529/B, 1530/A and 1530/B of the Map Records of Fort Bend County, Texas (the "Subdivision"), by that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated September 6, 1996 and filed under County Clerk's File No. 9666678 and recorded in the Official Records of Fort Bend County, Texas; and

WHEREAS, Section 5 of Article XI of the Declaration provides that the Declaration may be amended by the owners of sixty percent (60%) of the Lots in the Subdivision; and

RLR\114831.1\AMENDMENT\2131.13

WHEREAS, Declarant owns sixty percent (60%) or more of the Lots in the Subdivision and desires to amend the Declaration in certain respects as hereinafter specified.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 1 of Article IX of the Declaration is amended and restated to read as follows:

"SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option at any time and from time to time to annex real property adjacent to or in the vicinity of the property described in Exhibit "A" to the jurisdiction of the Association by filing for record either a Supplemental Declaration in respect to the property being annexed which subjects the Lots within the annexed property to assessment by the Association on a uniform basis with all other Lots within the Association's jurisdiction or a declaration of annexation instrument which subjects the Lots within the annexed property to the provisions of this Declaration. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or declaration of annexation instrument unless otherwise provided therein.

The right reserved by the Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to subject any other property it owns to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, Declarant has no obligation to impose any covenants and restrictions similar to those contained herein upon such other land nor shall any thing contained herein be construed to limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not."

2. The second paragraph of Section 5 of Article XI of the Declaration is hereby amended and restated to read as follows:

"In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners of

a minimum of sixty percent (60%) of the Lots within the Properties that are subject to this Declaration and the Declarant, as long as it owns any portion of the Properties. Any amendment to this Declaration must be recorded in the real property records of Fort Bend County, Texas."

Executed as of the 2nd day of September, 1997.

Thompson Lake Partners, Ltd.,
a Texas limited partnership

By: Longpoint Land & Cattle Company,
a Texas corporation,
general partner

By:


Eugene E. Arensberg, Jr.
Its: President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on Sept 2, 1997 by Eugene E. Arensberg, Jr., President of Longpoint Land & Cattle Company, a Texas corporation which is the general partner of Thompson Lake Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEA





Notary Public in and for
the State of Texas

Name printed or typed
My commission expires:

After recording, return to:
Cobbs, Rose, Yale, Holm, Ryman & Lee

A Professional Corporation
Attorneys at Law
800 First City Tower
1001 Fannin
Houston, Texas 77002-6707

BLR114831.1\AMENDMENT\2131.13

3

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Dianne Wilson

9-12-97 10:26 AM 9758438
CT \$13.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

1/1 8/1

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SIENNA POINT, SECTION ONE (1)
IN SIENNA PLANTATION**

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SIENNA POINT, SECTION ONE (1)
IN SIENNA PLANTATION

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Exhibit "A" - Description of approximately 297.714
acre tract of land

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SIENNA POINT, SECTION ONE (1)
IN SIENNA PLANTATION**

THIS DECLARATION (this "Declaration"), made as of the date hereinafter set forth by Thompson Lake Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the approximately 297.714 acre tract of real property in Fort Bend County, Texas described in Exhibit "A" attached hereto that has been or will hereafter be platted and subdivided as Sienna Point, Section One (the "Subdivision"); and

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of property within the above described subdivision and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto is 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, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property 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.

**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 and drainage easements within or adjacent to the Properties may be part of the Area of Common Responsibility.

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

SECTION 3. "Assessments" shall mean the annual assessments levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein, special assessments, 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.

SECTION 4. "Association" shall mean and refer to Sienna Point Homeowners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

SECTION 5. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's By-Laws and Articles of Incorporation.

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

SECTION 7. "Builder Guidelines" shall mean and refer to certain detailed standards and requirements for the construction of improvements which shall be adopted by the Sienna Plantation ARC and the Sienna Point Architectural Review Committee and which must be complied with by an Owner in order to obtain approval of the plans and specifications for proposed improvements on a Lot in the Subdivision as required by the Sienna Plantation Declaration and Article VI of this Declaration. The Builder Guidelines applicable to the Lots in the Subdivision are attached as Exhibit E-4 to that certain Sienna Plantation Joint Development Agreement dated February 19, 1996 between the City and Sienna Plantation Development Company and may be amended only with the consent or approval of the City. Copies of the Builder Guidelines and any amendments thereto shall be provided by the Association to Owners, their architects, engineers and designers upon request for a reasonable charge established by the Board from time to time.

SECTION 8. "By-Laws" shall mean the By-Laws 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 and easements 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, including the rights granted or to be granted to the Association by the Missouri Pacific Railroad Company to cross such company's property for access to Texas Highway F.M. 521, the Community Trails, the Star Lake Nature Reserve, and any other areas within the jurisdiction of the Association designated by plat or separate instrument as a park or an area to remain in its natural condition.

SECTION 11. "Community Trails" shall mean and refer to the property which is within twenty-five (25) feet of the right-of-way of a Street over which an easement is hereinafter created for the benefit of the Association for the movement of pedestrians and cyclists within the community and for equestrian purposes. Such areas shall initially be unimproved but may be improved at a future date by the Association as hereinafter specified.

SECTION 12. "Declarant" shall mean and refer to Thompson Lake Partners, Ltd., a Texas limited partnership, and its successors and assigns, provided such assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the property subject to this Declaration or property annexed to the jurisdiction of the Association, and provided further, in the instrument of conveyance to such assign or by a separate written instrument placed of record in the real property records of Fort Bend County, Texas, such assign is designated as the "Declarant" hereunder by the "Declarant" hereunder at such time. Upon such designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

SECTION 13. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1), as it may hereafter be amended.

SECTION 14. "Design Guidelines" shall mean and refer to written guidelines for the construction of improvements within Sienna Plantation which are adopted by the Sienna Plantation ARC and applicable to all of the property within the jurisdiction of Sienna Plantation POA, including Sienna Point, Section One (1).

SECTION 15. "Exempt Property" shall have the meaning set forth in Section 8 of Article III hereof.

SECTION 16. "Landscaping Guidelines" shall mean and refer to written comprehensive landscape design, installation and maintenance criteria for the Lots which are adopted by the Sienna Point ARC.

SECTION 17. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended that a Single Family Residence be constructed, including lots created by the platting of a reserve tract or the replatting of a Lot. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land 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.

SECTION 18. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

SECTION 19. "Missouri City Construction Standards" shall have the meaning set forth in Section 10 of Article VI hereof.

SECTION 20. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 21. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 22. "Occupant" shall mean any person occupying all or any portion of the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 23. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any portion of the Properties other than Exempt Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 24. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 25. "Properties" shall mean and refer to (i) the real property described in Exhibit "A" attached hereto and (ii) such additions thereto of other real property as may be brought within the jurisdiction of the Association in accordance with this Declaration.

SECTION 26. "Sienna Plantation ARC" refers to the Sienna Plantation Architectural Review Committee created by the Sienna Plantation Declaration which has the power to adopt the Design Guidelines and the right to approve plans and specifications for improvements within the Sienna Plantation project, as set forth in such instrument. Primary responsibility for the approval of plans and specifications for improvements on the Lots within the

jurisdiction of the Association will be delegated by the Sienna Plantation ARC to the Sienna Point ARC as set forth in the Sienna Plantation Declaration.

SECTION 27. "Sienna Plantation Declaration" refers to that certain Declaration of Covenants, Conditions and Restrictions for Sienna Plantation recorded or to be recorded in the Official Records of Fort Bend County, Texas which encumbers all of the property within the Sienna Plantation project, including Sienna Point, Section One (1), as it may be amended from time to time.

SECTION 28. "Sienna Point Architectural Review Committee" or "Sienna Point ARC" refers to the committee created by Section 2 of Article VI hereof.

SECTION 29. "Sienna Plantation POA" 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 Declaration.

SECTION 30. "Single Family Residence" shall mean and refer to a detached single family residence.

SECTION 31. "Star Lake Nature Reserve" shall mean and refer to the approximately 31.5 acre tract of land labeled as such on the plat of the Subdivision which shall be a portion of the Common Area.

SECTION 32. "Street" shall mean and refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 33. "Supplemental Declaration" shall refer to a separate declaration of covenants, conditions and restrictions which is imposed on property within the jurisdiction of the Association which may be enforced by the Association.

ARTICLE II
SIENNA POINT HOMEOWNERS 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 restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association, and architectural control of the Lots.

SECTION 2. MEMBERSHIP. Every Owner of a Lot within the Properties, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. 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 this Declaration and the By-Laws. 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 this Declaration and the By-Laws.

SECTION 3. VOTING. The Association shall have one (1) class of voting membership. Each Member, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Persons among themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The assessments provided for in this Declaration shall be used by the Association 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 Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds 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 POA pursuant to the Sienna Plantation Declaration against the Lots within the Association's jurisdiction. After payment of such assessments to the Sienna Plantation POA, funds obtained by the Association may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, 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 or replacing any landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements 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 Board decides to provide such service to the Properties;
- x. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- xi. Employing policemen or watchmen and/or a security service;
- xii. Contracting for insect and pest control such as mosquito fogging;
- xiii. Carrying out the duties of the Board of Directors of the Association;
- xiv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and

- xv. Carrying out such purposes of the Association as generally benefit the Members of 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 annual assessments or changes and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(a) Annual Assessments. An assessment shall be fixed annually by the Association at least thirty (30) days prior to the commencement of each calendar year, and the assessment for a particular calendar year shall not exceed a sum which will produce revenues from the Properties estimated in good faith to approximate the costs and expenditures to be incurred during the following calendar year to provide the services and to carry out the purposes herein specified and to provide reasonable reserves for contingencies. The initial annual assessment shall be an amount determined by the Board not in excess of \$300 and shall commence on such date as may be determined by the Board. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual assessments shall be levied for each calendar year in advance. Notice of the assessment established for a calendar year shall be sent to the Owner of each Lot not later than December 15th of the calendar year preceding the calendar year for which the assessment is to be in effect; provided, however, that the providing of such notice of the assessment by such date shall not be a condition precedent to the validity of the assessment or the obligation of the Owners of Lots to pay the assessment. Annual assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in monthly or quarterly installments.

(b) Special Assessments. In addition to the annual assessments authorized herein, the Board may levy one or more special assessments in any year for the purpose of paying on behalf of the Owners a special assessment levied by the Sienna Plantation POA or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located within the Area of Common Responsibility, including fixtures and personal property related thereto, or the cost of other capital improvements determined by the Board to benefit the Owners and Occupants including, without limitation, the following:

- (i) construction of an improved trail system within the Community Trails; and

- (ii) the construction and installation of a underground water distribution system and/or a sanitary sewer collection system; and
- (iii) the construction and installation of a crossing surface and automatic warning devices at the location where the entry road into the Subdivision from Farm to Market Road 521 crosses the abandoned Missouri Pacific railroad line if a railroad track is reinstalled at a future date.

Any special assessment by the Board must have the assent of two-thirds (2/3rds) of the votes of the Members of the Association who are voting in person or by proxy at a meeting called for such purpose and the Declarant as long as it owns any portion of the Properties; provided, however, a special assessment to obtain funds to pay a special assessment levied by the Sienna Plantation POA or to pay the costs to construct the railroad crossing and warning devices mentioned above shall not require such approval of the Members and the Declarant. It is anticipated that in connection with obtaining a license or easement from the Missouri Pacific Railroad for the construction of the entry road over such company's property that the Association will be required to agree to install such facilities if the railroad company reinstalls its railroad track in the future.

If a special assessment is levied, it shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Written notice of any meeting called for the purpose of approving a special assessment, if required hereby, shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

(c) Rate of Assessments. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates.

SECTION 3. CREATION OF 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 Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees 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 3.

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 land 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 did mail or deliver such

notice to the most recent address of the Person according to the records of the Association.

SECTION 4. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year or such other fiscal year as the Board may adopt which shall be used to determine the annual assessment amount. In the event that the Board 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.

SECTION 5. LIEN FOR ASSESSMENTS. All sums assessed against any Lot subject to this Declaration pursuant to this Declaration, together with interest, collection and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any Lot subject to this Declaration after this Declaration shall have been recorded 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 6. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any 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 Mortgage or any conveyance in lieu thereof, 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 7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection

against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this 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. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association lien. By written resolution, the Board of Directors of 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. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or modifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. 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 Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. 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 without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's lien. 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 nonjudicial 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 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 provided for herein 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 or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, 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 each Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 8. EXEMPT PROPERTY. The following property shall be exempt from annual assessments and special assessments:

(a) all property owned by any governmental authority or public utility, including, without limitation, fire stations, police stations, public libraries, water plants, sewage treatment plants, governmental offices (city halls, court houses, etc.), public schools, public streets, and public parks;

(b) all property owned by non-profit organizations and restricted for use or used as private schools or churches; provided, however, the availability of such exemption is contingent upon prior approval by the Board; and

(c) Common Area and property designated on the Declarant's land plan for conveyance to the Association, the Sienna Plantation POA, or a governmental body at a future date.

The Person owning Exempt Property as defined herein shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREA AND EASEMENTS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the further provisions of this Section, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to the portion of the Properties owned by such Member. Such rights shall be subject 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 voting rights and 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 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.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements 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 such rights to the Occupants of any leased Single Family Residence.

SECTION 3. 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 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to the Association, to Fort Bend County, to the City of Missouri City, and to any other public authority or agency, utility district, or public or private utility company, a perpetual easement upon, over, under, and across (i) the Common Area, and (ii) those portions of the Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems, electrical, gas, telephone, water, and sewer lines, street lights,

street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the developability, marketability or value of any Lot. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby granted to Fort Bend County, 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 the Subdivision 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 5. EASEMENTS FOR ASSOCIATION.

(a) 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 Lot or any portion thereof in the performance of their respective duties. 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.

(b) There is further hereby granted to the Association, for the use and enjoyment of its Members, a perpetual easement and the right to use the Community Trails as pedestrian walkways and for equestrian purposes. If the Community Trails are improved at a future date they may also be used for cycling purposes. The Association may, at its option, dedicate the easements and rights hereby granted to it for public use or may from time to time permit the use of the Community Trails by individuals or groups who are not Members of the Association for specific events approved by the Board.

SECTION 6. 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 and carry

on, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such 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.

SECTION 7. NO PARTITION. Except as is permitted in this Declaration or amendments hereto, 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 unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors 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
INSURANCE AND CASUALTY LOSSES

SECTION 1. INSURANCE. The Association's Board of Directors, 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. Such insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate.

The Board may also obtain a public 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 Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the annual Assessments. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from annual Assessments, (i) worker's compensation insurance, and the Board 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 Board of Directors 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, the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a special assessment to cover the shortfall.

ARTICLE VI
ARCHITECTURAL STANDARDS AND REVIEW COMMITTEES

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the Sienna Point project and to protect and promote the value of the Properties, the Lots in the Subdivision shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. SIENNA POINT ARCHITECTURAL REVIEW COMMITTEE. There is hereby created the Sienna Point Architectural Review Committee (sometimes hereinafter called the "Sienna Point ARC"), which shall consist of three (3) persons and which 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 within the Properties. The Sienna Point ARC shall (i) adopt the Builder Guidelines, the Design Guidelines of the Sienna Plantation ARC, and, at its option, such other standards or guidelines for the construction of improvements in the Properties as it determines (the "Sienna Point ARC Guidelines"), and (ii) establish application and review procedures for plans and specifications. The Sienna Point ARC shall have sole and full authority to amend its guidelines and procedures. The Sienna Point ARC shall make the Builder Guidelines, the Design Guidelines, and the Sienna Point ARC Guidelines available to Owners who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. Until the date on which it owns less than fifty percent (50%) of the total number of Lots within the Properties, the Declarant shall have the right to appoint all members of the

Sienna Point ARC 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. Upon the expiration of such right, the Board of Directors shall appoint the members of the Sienna Point ARC. The Sienna Point ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys in order to advise and assist the Sienna Point ARC in performing its functions set forth herein.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Sienna Point project, 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, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, 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 Sienna Point ARC, a survey showing the location of trees of fifteen (15) inches 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 Sienna Point ARC as to the compliance of such plans and specifications with the Builder Guidelines, the Design Guidelines, and the Sienna Point ARC Guidelines, 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 Sienna Point ARC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Sienna Point ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, inspectors, or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with originally-approved plans and specifications. 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 Sienna Point ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications by the Sienna Point ARC, no further approval under this Article VI shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Disapproval of plans and specifications by the Sienna Point ARC may be based upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Sienna Point project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot by any Owner unless and until the plans therefor have been submitted to and approved in writing by the Sienna Point ARC. In the installation of landscaping and maintenance of his Lot, each Owner shall comply with the Landscaping Guidelines adopted by the Sienna Point ARC from time to time.

SECTION 5. 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 the Builder Guidelines, the Design Guidelines, or the Sienna Point ARC 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 Sienna Point ARC, nor any of their respective officers, partners, directors or members, 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 of the Sienna Plantation Declaration, this Declaration, the Builder Guidelines, the Design Guidelines, or the Sienna Point ARC Guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the Sienna Point ARC 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 Sienna Point ARC shall determine that such plans and specifications have not been approved or are not being complied with, the Sienna Point ARC 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. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the Sienna Point ARC 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 committees, 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 8. VARIANCES. The Sienna Point ARC may grant variances from compliance with certain restrictions of this Declaration and from the Sienna Point ARC Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Sienna Point ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

SECTION 9. COMPLIANCE WITH GUIDELINES. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Builder Guidelines, the Design Guidelines or the Sienna Point ARC Guidelines may be excluded by the Board from the Properties without liability to any person.

SECTION 10. MISSOURI CITY CONSTRUCTION STANDARDS. In addition to the Builder Guidelines, the Design Guidelines and the Sienna Point ARC Guidelines, the Owner of each Lot in the Subdivision in constructing improvements must, except as may

otherwise be provided in the Builder Guidelines, 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 10 shall automatically terminate as to each portion of the Subdivision 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 11. CITY'S RIGHT OF ENFORCEMENT. The provisions of Section 10 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.

ARTICLE VII USE RESTRICTIONS

SECTION 1. NUISANCE. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No Lot within the Subdivision shall be used, in whole or in part, for the storage of any thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person.

SECTION 2. MINERAL PRODUCTION. Certain drill sites have been designated in the vicinity of the Sienna Point project by recorded instruments to be used for mineral production purposes by the owners of minerals and their lessees. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Subdivision.

SECTION 3. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines

of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with the Landscaping Guidelines and any other specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets. In the event an Owner fails to maintain his property as specified above, the Association may enter upon the applicable Lot to perform the necessary work as more specifically set forth in Section 7 of Article XI hereof.

ARTICLE VIII
ARCHITECTURAL RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot is hereby restricted to one (1) Single Family Residence and related outbuildings and improvements, including guest houses, servants quarters, barns and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, and no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit. It is not the intent of the Declarant to exclude from a Single Family Residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

No business or business activity shall be carried on, in or upon any Single Family Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers or clients to or from a Lot, and no storage of materials, products or stock are permitted on any Lot. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot more than once within a 12-month period shall be considered a business activity and is therefore prohibited.

Notwithstanding the foregoing, a Single Family Residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a resident of the Single Family Residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the Single Family Residence; and
- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "Home Occupation" shall mean a commercial enterprise conducted in a Single Family Residence which is incidental to the principal residential use.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of each Single Family Residence on a Lot, exclusive of porches and garages, shall be not less than twenty-four hundred (2,400) square feet for a one-story residence or not less than three thousand (3,000) square feet for a two-story residence.

SECTION 3. TYPE OF CONSTRUCTION. A minimum of 51% of the exterior wall area of all residences, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing by the Sienna Point ARC.

No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Sienna Point ARC. Every garage and accessory building (except a greenhouse or a barn) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 4. DRIVEWAYS. Each Owner shall construct and maintain at his expense an asphalt or 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 which requires a sloped end treatment of culverts.

SECTION 5. ANTENNAE AND SATELITTE DISHES. One small and inconspicuous satellite dish antennae, having a diameter of 18" or less, which is installed on a Lot and is integrated with the residential structure and surrounding landscaping, shall be permitted on a Lot within the Subdivision. The location and screening of such dishes shall be specified by the Sienna Point ARC to ensure the satellite dish is not visible from the Street in front of the property.

Notwithstanding the foregoing to the contrary, a satellite dish antennae having a diameter of more than 18", other microwave dish antennae, exterior radio antennae, television antennae, or other electronic signal-receiving or transmitting equipment are prohibited within the Subdivision.

SECTION 6. ANIMALS AND LIVESTOCK. No animals of any kind may be raised, bred, kept, or permitted on any Lot for commercial purposes. Consistent with its use as a residence, dogs, cats, horses and other domestic pets may be kept on a Lot at such time as the Single Family Residence on such Lot is completed and occupied; provided, however, there shall be not more than two (2) small animals such as dogs and cats per acre of land and not more than one (1) horse per acre. For purposes hereof, cows, pigs and chickens shall not be considered to be domestic pets and are not permitted on any Lot. All animals shall be kept on a leash when not within the residence or a confined area on the Lot. Animals which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants within the Properties may be removed by the Board. 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.

SECTION 7. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the restriction that all tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his lessee or the persons living with such Owner to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenants or Occupants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family

Residence even though such Occupants are not specifically mentioned.

SECTION 8. DISPOSAL OF TRASH. 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. The Association shall have the right to designate a single company to be used by all Owners in the Properties for regular trash pick-up and if a company or contractor is selected, all Owners shall be required to use the services of such company.

SECTION 9. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of adjacent Streets and property.

SECTION 10. WEAPONS AND FIREWORKS. Hunting and the use of fireworks, firearms and other weapons within the Subdivision are 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. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, provided, however, Declarant may permit temporary toilet facilities, construction offices and storage areas to be used by builders in connection with the construction of residences and by contractors performing land development activities within the Properties for Declarant.

SECTION 12. 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, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

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 Sienna Point ARC.

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 Single Family Residence must be painted to match the color of the roof of the Single Family Residence unless otherwise approved by the Sienna Point ARC. No solar collectors shall be allowed on any roof slope visible from a Street or Common Area.

SECTION 15. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, flagpoles, birdbaths and birdhouses, fountains or other decorative embellishments unless such specific items have been approved in writing by the Sienna Point ARC.

SECTION 16. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot and must be placed behind a fence or otherwise screened from public view from any Street abutting the Lot.

SECTION 17. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Sienna Point ARC other than one sign not in excess of a size prescribed by the Sienna Point ARC advertising a particular Lot and residential structure on which the sign is situated for sale or rent; 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 signs, billboards and advertising devices on land it owns and on the Common Area as is customary in connection with the sale of Lots. In addition, the Declarant, the Sienna Plantation POA, and the Association shall have the right to erect and maintain directional and identifying signs and monuments within road right-of-ways within the Properties.

In addition to any other remedies provided for herein, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight hours' written notice by the Board of Directors 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.

SECTION 18. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum setback from the Street shown on the plat of the Subdivision. Further, unless otherwise approved by the Sienna Point ARC, no fence shall be constructed across or within a utility easement and no fence shall be constructed on those Lots which contain a Community Trail across or within such Community Trail. The plans for all fences must be approved by the Sienna Point ARC which shall have the power to specify acceptable materials. No chain link fences shall be permitted within the Subdivision.

**ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTY**

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option at any time and from time to time to annex real property adjacent to or in the vicinity of the property described in Exhibit "A" to the jurisdiction of the Association by filing for record a Supplemental Declaration in respect to the property being annexed which subjects the Lots within the annexed property to assessment by the Association on a uniform basis with all other Lots within the Association's jurisdiction. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

The right reserved by the Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such land to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, Declarant has no obligation to impose any covenants and restrictions similar to those contained herein upon such land nor shall any thing contained herein be construed to limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the Owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of the Members present in person or by proxy at a meeting called for such purpose, and of the Declarant, so long as the Declarant owns any portion of the Properties.

Annexation shall be accomplished by filing of record in the real property records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise

provided therein. Annexed property shall be impressed with and subject to Assessments by the Association on a uniform basis, consistent with provisions of this Declaration.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association.

ARTICLE X
MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

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 XI
GENERAL PROVISIONS

SECTION 1. TERM. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of not less than a majority of the Lots subject to the provisions hereof agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall be terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, 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 this Declaration of Articles and Sections contained herein 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. 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 a minimum of sixty percent (60%) of the Lots within the Subdivision and the Declarant, as long as it owns any portion of the Properties. Any amendment to this Declaration must be recorded in the real property records of Fort Bend County, Texas.

SECTION 6. 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 this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme.

SECTION 7. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, or the Design Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice 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.

SECTION 8. RIGHT OF ENTRY. 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 this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.


SECTION 9. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot, such Owner shall give the Association 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 Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot.

SECTION 10. CUMULATIVE EFFECT; CONFLICT. The covenants, restrictions and provisions of this Declaration shall be cumulative with the Sienna Plantation Declaration and any Supplemental Declarations. In the event of a conflict between the provisions of the Sienna Plantation Declaration and the provisions of this Declaration or any Supplemental Declaration, the Sienna Plantation Declaration shall prevail, it being intended that this Declaration and any Supplemental Declarations shall be subject and subordinate to the Sienna Plantation Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed as of the 6th day of SEPTEMBER, 1996.

Thompson Lake Partners, Ltd.,
a Texas limited partnership

By: Longpoint Land & Cattle Company,
a Texas corporation,
general partner

By: 
Eugene E. Arensberg, Jr.
Its: President

THE STATE OF TEXAS |
COUNTY OF FORT BEND |

This instrument was acknowledged before me on Sept. 6,
1996 by EUGENE F. HENNINGER, Jr., President of Longpoint
Land & Cattle Company, a Texas corporation which is the general
partner of Thompson Lake Partners, Ltd., a Texas limited
partnership, on behalf of said partnership.

(SEAL)

[Signature]
Notary Public in and for
the State of Texas



Steven Poston
Name printed or typed
My commission expires: 1-9-00

NO FEE ORIGINAL

after recording, return to:
Coats, Rose, Yale, Holm, Ryman & Lee
A Professional Corporation
Attorneys at Law
800 First City Tower
1001 Fannin
Houston, Texas 77002 6767


**LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIENNA POINT, SECTION ONE**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

That First National Bank of Missouri City, the owner and holder of that certain promissory note dated March 27, 1996 in the original principal amount of \$1,100,000, executed by Thompson Lake Partners, Ltd., a Texas limited partnership, payable to the order of the undersigned, secured by a deed of trust lien on a portion of the property described in Exhibit "A" hereto as evidenced by deed of trust instrument filed under County Clerk's File No. *9619347 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, executes this instrument to subordinate the lien of such deed of trust to the foregoing Declaration of Covenants, Conditions and Restrictions for Sienna Point, Section One (1) (the "Declaration"); provided that this consent and subordination shall in no way affect the construction or enforceability of any provision contained in any document securing or executed in connection with the above described promissory note (the "Loan Documents") and in the event of any conflict between the provisions of the Loan Documents and the Declaration, the provisions of the Loan Documents will prevail.

EXECUTED the 11th day of September, 1996.

FIRST NATIONAL BANK OF
MISSOURI CITY

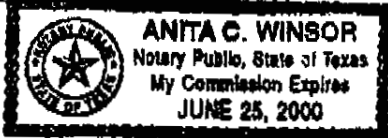
By: 
Its: President Jeff Smith

RLR\72292.02\DR\SIENNAPOINT,SECT1\2131.13

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The foregoing instrument was acknowledged before me on the
11th day of September, 1996 by Jeff Smith
President of First National Bank of Missouri City, on behalf
of said bank.

(SEAL)



Anita C. Winsor
Notary Public in and for
the State of Texas

Name printed or typed _____
My commission expires: _____

EXHIBIT "A"

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

101 Southwestern Boulevard, Suite #202, Sugar Land, Texas 77478

(713) 491-1550 • FAX (713) 491-0423

May 14, 1996

A FIELD NOTE DESCRIPTION of 297.714 Acres of Land being a portion of the Thompson Lake Partners, Ltd. 1035.486 Acre Tract of Land (Fort Bend County Clerk's File No. 9537078) being out of the original Sienna Plantation, Ltd. call 7454.008 Acre Tract (Volume 951, Page 578; Deed Records of Fort Bend County, Texas) and the Richard L. Rose, Trustee call 18.4326 Acre Tract (Fort Bend County Clerk's File No. 9560294) being in the William Hall Survey, Abstract No. 31, Fort Bend County, Texas.

BEGINNING at a 3/4 inch iron pipe found for the Southeast corner of said 1035.486 Acre Tract; Said corner being the Southeast corner of said call 7454.008 Acre Tract and being in the Westerly line of the presently abandoned Missouri Pacific Railroad Company right-of-way; Said corner being in the call Southerly line of said William Hall Survey, Abstract No. 31 and being the Southeast corner of and PLACE OF BEGINNING for this 297.714 Acre Tract;

THENCE; North 89° 57' 50" West - 1329.20 feet along the Southerly line of said 1035.486 Acre Tract and along the Southerly line of said call 7454.008 Acre Tract to a 5/8 inch iron rod set for the Southwest corner of this 297.714 Acre Tract;

THENCE; North 00° 02' 10" East - 2308.04 feet leaving the Southerly line of said 1035.486 Acre Tract then along an Easterly line of a 200 foot wide drainage easement (Channel 1, Volume 1928, Page 1379; Official Records of Fort Bend County, Texas) to a 5/8 inch iron rod set for interior corner of this 297.714 Acre Tract;

THENCE; North 52° 57' 50" West - 2114.68 feet along a Northeasterly line of said 200 foot wide drainage easement to a 5/8 inch iron rod set for re-entrant corner of this 297.714 Acre Tract;

THENCE; Northwesterly, along an Easterly line of said 200 foot wide drainage easement, with the following courses and distances:

Along a non-tangent curve to the left the radius point of which bears North 82° 04' 18" West, with the following curve data:

Delta:	18° 47' 03"	4
Radius:	3049.33 feet	
Length:	999.71 feet	
Tangent:	504.38 feet	
Chord:	North 01° 27' 50" West - 995.24 feet to a 5/8 inch iron rod set for the Point of Tangency for corner;	

AS PER ORIGINAL

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North 10° 51' 21" West - 100.48 feet to a 5/8 inch iron rod set for corner and for the Point of Curvature of a tangent curve to the right;

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

Delta: 14° 52' 48"
Radius: 3231.50 feet
Length: 839.23 feet
Tangent: 421.99 feet
Chord: North 03° 24' 57" West - 836.88 feet to a 5/8 inch iron rod set for the Northwest corner of this 297.714 Acre Tract; Said corner being in the North line of said 1035.486 Acre Tract;

THENCE; Northeasterly, along the Northerly line of said 1035.486 Acre Tract being along a Southerly line of a 3927.662 Acre Tract (Fort Bend County Clerk's File No. 9537103) with the following courses and distances:

North 80° 58' 23" East - 622.35 feet to a 5/8 inch iron rod found for angle point corner;

North 80° 37' 38" East - 1128.72 feet to a 5/8 inch iron rod found for angle point corner;

North 82° 32' 26" East - 824.81 feet to a 5/8 inch iron rod found for the most Northerly Northeast corner of this 297.714 Acre Tract; Said corner being the most Northerly Northeast corner of said 1035.486 Acre Tract, being an interior corner of said 3927.662 Acre Tract, and being an interior corner of a call 41.0874 Acre Tract (Volume 1895, Page 1299; Official Records of Fort Bend County, Texas);

THENCE; Southerly, leaving a Southerly line of said 3927.662 Acre Tract, along an Easterly line of said 1035.486 Acre Tract, along an Easterly line of said call 7454.008 Acre Tract, and along the Westerly line of said call 41.0874 Acre Tract, with the following courses and distances:

South 49° 45' 34" East - 10.70 feet to a 1/2 inch iron rod found for corner;

South 07° 42' 05" West - 900.06 feet to a 2 inch iron pipe found for interior corner of this 297.714 Acre Tract; Said corner being the Southwest corner of said call 41.0874 Acre Tract and being the Northwest corner of a call 18.4326 Acre Tract (Fort Bend County Clerk's File No. 9560294);

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- THENCE; South 80° 08' 44" East - 1146.78 feet leaving the Easterly line of said 1035.486 Acre Tract and the Easterly line of said call 7454.008 Acre Tract along the Southerly line of said call 41.0874 Acre Tract and along the Northerly line of said call 18.4326 Acre Tract to a 2 inch iron pipe found for the most Easterly Northeast corner of this 297.714 Acre Tract; Said corner being the Southeast corner of said call 41.0874 Acre Tract and being the Northeast corner of said call 18.4326 Acre Tract;
- THENCE; South 05° 09' 51" West - 778.28 feet along the Easterly line of said call 18.4326 Acre Tract and along the Westerly line of said Missouri Pacific Railroad Company right-of-way to a 1/2 inch iron pipe found for the Southeast corner of said call 18.4326 Acre Tract;
- THENCE; South 05° 26' 09" West - 4048.08 feet along said Missouri Pacific Railroad Company right-of-way to the PLACE OF BEGINNING of and containing 297.714 Acres of Land.

C. Tim Griffith
C. Tim Griffith, R/P/L.S. #4349



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