

## ADDENDUM TO SETTLEMENT AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This Addendum to Settlement Agreement is in regards to that certain document entitled “Settlement Agreement and Mutual Release in Full,” dated December 9, 2014, which was entered into between Sienna Plantation Property Owners Association, Inc. (“**Sienna Plantation**”) and Sienna Point Homeowners Association, Inc. (“**Sienna Point**”) pertaining to the lawsuit filed by Sienna Point against Sienna Plantation under Cause No. 13-DCV-206933, in the 400<sup>th</sup> Judicial District Court of Fort Bend County, Texas (hereinafter “Settlement Agreement”), which is incorporated herein in its entirety.

WHEREAS, Paragraph 2 of the Settlement Agreement between the parties provides that Sienna Plantation will provide labor, products, services and routine operational expenses in maintaining the Sienna Point entrance area (said area as expressly defined in said Settlement Agreement) in an amount equal to 60% of the assessments paid by Sienna Point;

WHEREAS, the parties have agreed that it would be more cost-effective for Sienna Point to obtain bids and use a contractor of its own choosing for such work as described in the Settlement Agreement; and

WHEREAS, Sienna Plantation has agreed to reimburse Sienna Point for invoices for labor, products, services and routine operational expenses related to maintaining the Sienna Point entrance area described in the Settlement Agreement, in an amount equal to 60% of the assessments paid to Sienna Plantation by Sienna Point.

NOW, THEREFORE, for and in consideration of mutual covenants set forth herein, the parties hereby agree as follows:

1. Upon execution of this Addendum, the parties have agreed that Sienna Point may hire a contractor of its own choosing to provide labor, products, services and routine operational expenses to the Sienna Point entrance area specifically described in the Settlement Agreement.
2. Sienna Point will be solely responsible for any and all costs and expenses, including legal expenses, related to the bidding and review process for such contract.
3. Sienna Plantation agrees to reimburse Sienna Point, through Sienna Point's managing agent, for the amount of the invoices for such work performed to the Sienna Point entrance area in a calendar year, in an amount up to and not exceeding 60% of the total amount of annual assessments paid by Sienna Point for such calendar year. Such reimbursement shall be made promptly within 30 days of the invoice being presented to Sienna Plantation for payment. For the avoidance of doubt, the total amount of reimbursements payable to Sienna Point for the work performed in any given calendar year shall not exceed the amount equal to 60% of the total amount of annual assessments paid by Sienna Point for such calendar year.
4. Further, Sienna Point acknowledges and agrees that, in the event (a) the total amount of reimbursements payable to Sienna Point for any calendar year is less than (b) the amount equal to 60% of the total amount of annual assessments paid by Sienna Point for such calendar year, the difference remaining will not be carried over to the subsequent calendar year and all such amounts will remain the property of Sienna Plantation. By way of example and not limitation, if during a calendar year Sienna Point is reimbursed for work performed in a total amount equal to 50% of the total amount of annual assessments paid by Sienna Point for such calendar year, the remaining 10% (being the difference between such reimbursed amount and the 60% maximum reimbursement cap) amount will remain the property of Sienna Plantation and Sienna Point will not be entitled to such amount in such year or any subsequent year.
5. Nothing herein would require Sienna Plantation to enter into a contract with a landscaper for the work on the entrance area, as such contract is to be by and between Sienna Point and the landscaping company of its choosing.

As part of the consideration for the action set out, the parties have expressly warranted and represented to each other and do hereby for themselves, their legal representatives, successors and assigns expressly warrant and represent to all other parties that they are legally competent and authorized by the entities they represent to execute this agreement.

The Settlement Agreement and Mutual Release in Full and this Addendum together contain all the promises and covenants made between the parties hereto regarding the issues outlined in the lawsuit described herein, and no other representations, agreements, statements or promises have been made to any party herein, which induced the parties to execute this Agreement, except as set forth herein. The parties hereto have executed this Addendum after having been afforded the opportunity to consult with counsel.

Effective the 18<sup>th</sup> day of January, 2018.

SIENNA PLANTATION PROPERTY  
OWNERS ASSOCIATION, INC.

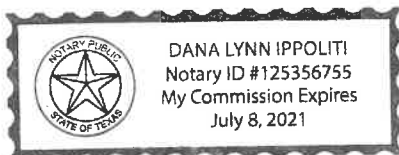
1-18-18  
Date Signed

By: [Signature]  
Its: Board President

THE STATE OF TEXAS           §  
COUNTY OF Fort Bend   §

This instrument was acknowledged before me on this the 18<sup>th</sup> day of January 2018, by Alvin San Miguel, of Sienna Plantation Property Owners Association, Inc., a Texas non-profit corporation.

Board President  
Dana Ippoliti



NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Dana L. Ippoliti  
(Stamp or Print Name of Notary)

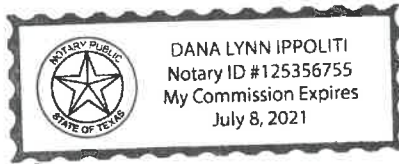
SIENNA POINT HOMEOWNERS  
ASSOCIATION, INC.

1/18/2018  
Date Signed

By: Jimmy Dell Jones  
Its: President, Sienna Point HOA

THE STATE OF TEXAS                    §  
COUNTY OF FORT Bend           §

This instrument was acknowledged before me on this the 18<sup>th</sup> day of January 2018, by Jimmy Dell Jones of Sienna Point Homeowners Association, Inc., a Texas non-profit corporation.



Dana L. Ippoliti  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
Dana L. Ippoliti  
(Stamp or Print Name of Notary)