

13



**SUPPLEMENTAL DECLARATION FOR  
AVALON AT SIENNA PLANTATION SECTION 6  
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS                   §  
                                          §  
COUNTY OF FORT BEND       §

This Supplemental Declaration for Avalon at Sienna Plantation Section 6 (Sienna Plantation Residential Association, Inc.), (the "Supplemental Declaration") is made on the date hereinafter set forth by Sienna 325 LP, a Texas limited partnership (the "Declarant") successor to Sienna/Johnson North, L.P., a Texas limited partnership, (hereinafter referred to as "Original Declarant") with the joinder of Taylor Morrison of Texas, Inc., a Texas corporation (hereinafter referred to as the "TM").

**W I T N E S S E T H:**

WHEREAS, Original Declarant executed that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENNA PLANTATION (SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.), which is filed of record under Fort Bend County Clerk's File Number 2012104699 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Restated Declaration"); and

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

WHEREAS, TM is the owner of the lots shown on the plat thereof, referred to as Avalon at Sienna Plantation Section 6, which plat is recorded under Fort Bend County Clerk's File No. 20170226, (the "Plat") filed of record in the Plat Records of Fort Bend County, Texas (herein "Avalon at Sienna Section 6") and;

WHEREAS, Sienna/Johnson Development, L.P., the predecessor in interest to the Declarant, filed that certain Declaration of Annexation (Sienna Plantation Property Owners Association, Inc.) which is filed of record under Clerk's File No. 2014031861 in the Official Public Records of Real Property of Fort Bend County (the "SPPOA Declaration of Annexation"), which SPPOA Declaration of Annexation included the real property platted as Avalon at Sienna Section 6; and

WHEREAS, Sienna/Johnson Development, L.P., the predecessor in interest to the Declarant, filed that certain Declaration of Annexation (Sienna Plantation Residential Association, Inc.) which is filed of record under Clerk's File No. 2014031860 in the Official Public Records of Real Property of Fort Bend County (the "SPRAI Declaration of Annexation") which SPRAI Declaration of Annexation included the real property platted as Avalon at Sienna Section 6; and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Avalon at Sienna Section 6, was annexed into the jurisdiction of the Sienna Plantation Property Owners Association, Inc. ("SPPOA") and the Sienna Plantation Residential Association, Inc., (the "Association") and encumbered by the provisions of the Restated Declaration.

NOW THEREFORE, pursuant to the powers vested in the Declarant, with the joinder of TM, the Declarant and TM hereby subject Avalon at Sienna Section 6 to this Supplemental Declaration, and Avalon at Sienna Section 6 shall hereinafter carry with it all the rights, privileges and obligations granted to the Properties as set forth in the Restated Declaration, including but not limited to the right to be annexed. Avalon at Sienna Section 6 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Restated Declaration (the same being herein incorporated by reference for all purposes), and additionally the covenants, restrictions, easements, and charges contained in this Supplemental Declaration. Avalon at Sienna Section 6 shall additionally be subject to the jurisdiction of the Association.

#### **ARTICLE 1. RESTRICTED RESERVES**

Owners of Lots within Avalon at Sienna Section 6 are advised that there exist the following Restricted Reserves as shown on the Plat, hereinafter collectively referred to as the "Restricted Reserves":

Reserves "A" and "L" restricted in their use to Landscape/Gate  
Reserves "B", "E", "I", and "J" restricted in their use to Landscape  
Reserves "C" and "K" restricted in their use to Alleyway  
Reserves "D", "F", and "G" restricted in their use to Drainage  
Reserve "H" restricted in its use to Landscape/Utilities  
Reserve "M" restricted in its use to Parking

Owners of Lots within Avalon at Sienna Section 6 hereby agree to hold harmless the Declarant, the Association, and their respective directors, officers, agents, successors and assigns and release them from any liability for the placement of, construction, design, operation, maintenance and replacement of the Restricted Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Restricted Reserves. The Association has the right to promulgate Rules and Regulations governing the use of the Restricted Reserves.

Owners whose Lots are adjacent to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant, or any successor declarant, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon

any representations or warranties, expressed or implied, relative to the change in use of said Restricted Reserves.

Ownership and maintenance responsibility of the Drainage Reserves are vested in the Sienna Plantation Levee Improvement District. The ownership and maintenance responsibility of Landscape Reserves, Reserve C, Reserve K, and Reserve M are vested in the Association.

## **ARTICLE II. DESIGNATION OF NEIGHBORHOOD**

1. Designation of Neighborhood. Section 5 of Article II of the Restated Declaration vests the Declarant with the right to designate a portion of the Properties as a Neighborhood. Avalon at Sienna Section 6 is hereby designated as a Neighborhood having the name of "Avalon at Sienna". Declarant reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2. Neighborhood Assessment. A Neighborhood Assessment may be levied against the Lots in Avalon at Sienna to cover the Association Expenses that benefit only the Lots in Avalon at Sienna, such as by way of illustration and not limitation, maintenance of private Streets, the controlled access devices, and the Shared Access Drives (as same are defined below). The Owners of Lots in Avalon at Sienna Section 6 are liable to pay a Neighborhood Assessment when levied by the Board of Directors of the Association (the "Board") from time to time in accordance with Section 2(b) of Article III of the Restated Declaration.

## **ARTICLE III. EASEMENTS**

1. Private Streets. All or a portion of the Streets in Avalon at Sienna have not been dedicated to the public, but will be operated as private Streets maintained by the Association. The costs incurred by the Association in maintaining, repairing and/or reconstructing the private Streets in Avalon at Sienna shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in Avalon at Sienna. The Board shall have the right to adopt Rules and Regulations concerning parking on the private Streets in Avalon at Sienna, as well as the right to designate no parking zones denoted with signage or paint on the private Streets. The private Streets in Avalon at Sienna are further subject to that certain Private Street Parking Policy filed of record under Clerk's File No. 20174010579 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Parking Policy"). The Parking Policy is incorporated herein by reference for all purposes. Declarant hereby reserves for itself, its successors and assigns, the right to grant additional ingress and egress easements over the private Streets within Avalon at Sienna without the joinder of any Owners or any other parties.

2. Owners' Easement for Access. Declarant hereby grants and reserves for itself, its successors and assigns, and for the benefit of the Owners of Lots within Avalon at Sienna, their respective successors and assigns, invitees, lessees, guests and agents, a non-exclusive and perpetual easement for the purpose of vehicular and pedestrian ingress and egress over the private Streets within Avalon at Sienna. This easement is for the benefit of and appurtenant to each Lot in Avalon at Sienna and shall run with the land. Each Owner of a Lot in Avalon at Sienna shall have the right to use such private Streets in a manner that does not unreasonably interfere with or prevent the use thereof by any other Owner or any other party which may have the right to use same pursuant to the terms hereof. The access easement hereby created is subject

to the right of the Association to operate and maintain an entry gate as a controlled access system which requires a condition of entry such as identification cards, passes, keys, or similar devices as may be established from time to time by the Board. The access easement hereby created is further subject to the right of the Board to promulgate Rules and Regulations regarding access to and use of the private Streets.

Notwithstanding anything contained herein to the contrary, the cost incurred by the Association in maintaining, repairing and/or reconstructing the controlled access system and the private street shall be a Neighborhood Expense payable with the Neighborhood Assessments levied on the Lots in the Avalon at Sienna Neighborhood.

3. Easements for Utilities and Public Services.

(a) Declarant hereby grants to the Association, to Fort Bend County, to the City of Missouri City and to any other public authority or agency, utility district, or utility company, a perpetual easement upon, over, under, and across the private Streets within Avalon at Sienna Section 6 for the purpose of installing, replacing, repairing, and maintaining all utilities, including, but not limited to, storm sewers, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs. To the extent possible, utility lines and facilities shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also 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 Avalon at Sienna Section 6 (or any portion thereof) with respect to law enforcement, fire protection and emergency medical services, the perpetual non-exclusive right and easement upon, over and across all of Avalon at Sienna Section 6 for the purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

4. Easement for the 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 the private Streets and any Lot in Avalon at Sienna Section 6 in the performance of their respective duties pursuant to the Restated Declaration and this Supplemental Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon notice to the Owner or Occupant of the residence directly affected thereby.

**ARTICLE IV. ZERO LOT LINE CONCEPT**

Avalon at Sienna Section 6 shall consist mainly of Zero Lot Line Lots based upon a zero side building setback concept, and the Zero Lot Line pattern specific to each Zero Lot Line Lot as set forth on the Plat. The Dwellings within Avalon at Sienna Section 6 shall consist mainly of Zero Lot Line Homes, with some Lots not having a Zero Lot Line, as shown on the Plat.

Each Zero Lot Line Home shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the Zero Lot Line Home shall be constructed either adjacent to and abutting or within one foot (1') or less of a side Lot line. Such side Lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Each Zero Lot Line is identified on the Plat with an arrow. Provided however, an open court or patio may be built adjacent and abutting, or within one foot (1') or less of the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of seven feet (7') above the foundation. This wall must, as is the case with the residence wall, be constructed adjacent to, or within one foot (1') or less of the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the Zero Lot Line Home. The Zero Lot Line walls shall have no exterior objects or appurtenances, for example, there shall be no electrical panels (unless required by the electric company), vents, plumbing clean outs or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. Provided, however, the Residential Review Committee has discretion to approve windows in this particular location. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenances may be constructed on the Zero Lot Line Home abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line Home may extend and encroach over the Zero Lot Line for a distance not to exceed eighteen (18) inches. The minimum distance between the Zero Lot Line and the closest wall of the Zero Lot Line Home situated upon the Adjoining Lot (as defined below) is set forth on the Plat. No Dwelling shall be located on any Lot within any Utility Easement along the rear Lot line.

Notwithstanding anything contained herein to the contrary, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code shall control.

Each Zero Lot Line Lot shall have a five (5) foot access easement extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the Adjoining Lot (herein the "Adjoining Lot"), for the construction, repair, upkeep, and maintenance of improvements located on the Zero Lot Line as is reasonably necessary for said Lot Owner's Zero Lot Line Home, and for ingress and egress in the event of an emergency. Said five (5') foot strip may also be used for eaves overhang, eaves drip, and land drain for any and all rain water flowing naturally from the eaves of said Lot Owner's Zero Lot Line Home onto the adjacent strip of land. Conditions and use of the Zero Lot Line easement, hereinafter the "Easement", are hereby declared and established by and between the Owner of the Zero Lot Line Lot and the Owner of the Adjoining Lot, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors, and assigns forever, to-wit:

- (i) The Zero Lot Line Lot Owner must replace or return to existing condition, any fencing, landscaping or other items on the Adjoining Lot that s/he may disturb during construction, repair or maintenance.
- (ii) This Easement, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the Easement is actively being utilized and any items removed must be replaced.

(iii) The Zero Lot Line Owner must notify the Owner of the Adjoining Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least forty-eight (48) hours prior to starting any work. The hours that such Easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the Zero Lot Line Home or Occupants, a Zero Lot Line Owner may enter at whatever time necessary and without prior notice to the Owner of the Adjoining Lot to do necessary repairs or escape any injury to the Occupants.

(i) Both the Zero Lot Line Owner and the Adjoining Lot Owner shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Easement area in such a manner as will interfere with such drainage.

(v) Neither Owner shall attach any object to the Zero Lot Line wall, facing onto the Easement area and the Owner of the Adjoining Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the Easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the Adjoining Lot, which allows proper surface drainage; however, access to the Easement must be preserved for the Owner of the Zero Lot Line Lot.

Owners of each Zero Lot Line Home shall have and are hereby granted, a five foot (5') underground easement, extending five feet (5') into the side building setback line of the Adjoining Lot with said easement being contiguous to the Zero Lot Line of the Lot benefiting from said easement, hereinafter the "Bell Bottom Easement". Said underground Bell Bottom Easement shall be used solely for the installation, construction and maintenance of underground bell bottoms in conjunction with the installation or repair of residential foundations.

#### **ARTICLE V. ALLEYWAYS**

Owners of Lots within Avalon at Sienna Section 6 are advised that there exists along the rear or side Lot lines of Lots 1 - 13, Block 1 Restricted Reserve "C" restricted in its use to Alleyway. Owners of Lots within Avalon at Sienna Section 6 are advised that there exists along the rear portion of Lots 37 - 49, Block 1 Restricted Reserve "K" restricted in its use to Alleyway. The Lots enumerated in the preceding two sentences are referred to herein collectively as the "Affected Lots". Restricted Reserve "C" and Restricted Reserve "K" are referred to herein collectively as variable width private access easements ("Shared Access Drives"). These Shared Access Drives are separate and apart from the private streets that serve Avalon at Sienna. Every Owner of a Lot, including but not limited to Owners of Affected Lots, is responsible for the maintenance, repair and replacement, as needed, of the driveway on their respective Lot.

The Shared Access Drive shall be maintained, repaired and replaced, as needed, by the Association, the cost of which shall be covered by the Neighborhood Assessments, as the case may be, to be levied equally against each Lot within Avalon at Sienna. The Association shall have sole discretion to determine if/when maintenance, repairs or replacement of the Shared

Access Drive is to be performed. The Owner of each Affected Lot in Avalon at Sienna Section 6 irrevocably grants to each other Owner in Avalon at Sienna, to Declarant and to the Association, reciprocal, perpetual, and non-exclusive rights-of-way and roadway easements for purposes of ingress, egress, passage, and travel by vehicles and pedestrians over and across the Shared Access Drive, and in connection therewith each Owner of an Affected Lot agrees that no other easements or rights of usage of any kind may be granted by any Owner of an Affected Lot in, upon, under, over or across the Shared Access Drive which would in any manner impede or impair the aforesaid purposes thereof. Each Owner of an Affected Lot hereby grants to Declarant and to the Association, and the designees of each, a perpetual, non-exclusive easement across the Shared Access Drive, along with an additional ten (10) feet on either side of the Shared Access Drive, for the maintenance, repair, or replacement of the Shared Access Drive and related improvements, provided that such easement shall not in any event extend into or beyond the foundation or exterior walls of any Dwelling or garage. After maintenance, repair or replacement of the Shared Access Drive and related improvements, the entity exercising this easement shall return the Affected Lot to its condition prior to the maintenance, repair or replacement, at the entity's expense.

Except as hereafter provided, no vehicle of any type may be parked or stored at any time upon the Shared Access Drive located within Avalon at Sienna Section 6. No object, thing or device shall be placed, stored or maintained within or upon the Shared Access Drive and no activities are permitted thereon which would impede or impair the intended use of the Shared Access Drive for pedestrian and vehicular ingress and egress. Without limitation of the foregoing, no personal property, barbeque or other cooking equipment, or any recreational equipment may be placed, maintained or stored within or upon the Shared Access Drive nor are loitering, playing or gatherings permitted therein or thereon.

Temporary parking upon the Shared Access Drive is permitted by Owner and Occupant vehicles and for passenger pick-up, delivery services and trash services, but solely for purposes of loading and unloading of passengers and cargo and rendering of delivery/trash services, and subject to applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from Affected Lots within Avalon at Sienna Section 6).

## **ARTICLE VI. RESTRICTIONS**

1. Minimum Square Footage. The Declarant hereby reserves the unilateral right to develop the Subdivision and/or any additional property which may be subjected to the Restated Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain less square footage in other portions of the Subdivision than the minimum square footage required in Avalon at Sienna Section 6.

2. Building Setbacks. No Dwelling or other structure shall be erected nearer to any street or property line than as established herein, in the Guidelines or on the Plat. In the event there is a conflict between the Guidelines, any other documents imposed upon Avalon at Sienna Section 6 that contains a setback requirement, and the Plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall a rear setback on any Lot be less than the width of any easement existing along the rear Lot line of such Lot. Any setback established by the Plat shall control, if said setback is more restrictive than the setback

established in this Supplemental Declaration. All Dwellings shall be oriented to the front of the Lot.

## VII. COMMUNITY FENCE

Owners are hereby put on notice that there will be a Community Fence installed by the Declarant in certain portions of Avalon at Sienna Section 6. The Community Fence will be located along the lot line adjacent to a Restricted Reserve as same are depicted on the Plat. For purposes of this Supplemental Declaration, Community Fence shall mean a "Community Fence" as same is described in detail in that certain Community Fences and Walls Guidelines Sienna Plantation Residential Association, Inc., Revised August 19, 2013, which is filed of record under Clerk's File No. 2013120041 (the "Community Fence Guidelines") in the Official Public Records of Real Property of Fort Bend County, as same has been or may be amended and supplemented from time to time. The Community Fence Guidelines are incorporated herein by reference for all purposes, including but not limited to the Association's right to entry upon a Community Fence Lot to cause to be performed the Association's maintenance and repair obligations. The following Lots are hereby designated Community Fence Lots as same are described in the Community Fence Guidelines:

Block 1, Lots: 1, 2, 3, 13, 14, 32, 33, 34, 35, 36, 47, 48, 49

Community Fences, including the fence posts, pillars, and all integral parts of the Community Fences, will be repaired, maintained and replaced by the Association. Notwithstanding anything contained herein, or in the Community Fence Guidelines to the contrary, the Owners are responsible for the repair, maintenance, and replacement of all moving parts of the Community Fence located on their respective Community Fence Lot. By way of illustration and not limitation, moving parts will include the gate and its related hardware. The Association has the sole discretion to determine if a portion of a Community Fence is a moving part, and such determination is final.

## VIII. MAINTENANCE OBLIGATIONS

The Association Maintenance Services set forth in this Section VIII shall be provided only to the following Lots within Avalon at Sienna Section 6 (collectively referred to as the "Maintenance Service Lots"):

Block 1, Lots: 1-12 and 32 – 49

### 1. Association Maintenance Services.

As used herein, the term "unfenced portions of Lots" includes, by way of illustration and not limitation, the landscaped area, if any, between the driveways on adjacent Maintenance Service Lots, front yards, and any portion of the rear yard that is not fenced. In the event there is a question as to whether or not a portion of the Maintenance Service Lot is within the unfenced portion of an Maintenance Service Lot the Board is hereby vested with the authority to determine whether or not the questioned portion is within the unfenced portion of the Maintenance Service Lot as that term is used herein; which determination by the Board shall be final.



- (a) Landscaping. The Association shall maintain all landscaping (including trees) and grass within the unfenced portions of Maintenance Service Lots, and such maintenance may include mowing, trimming, fertilizing, limited insect and disease control of the grass and landscaping in such areas, and any other maintenance related to the grass and landscaping within this area that the Board, in its sole discretion, may determine necessary. Disease and insect control related to the grass and landscaping may be administered in the sole discretion of the Board. Insect control shall be limited to insects causing damage to the grass and/or landscaping, and by way of illustration and not limitation, does not include termites, bees, wasps and spiders.

The cost of such maintenance of the grass and landscaping within the unfenced portions of the Maintenance Service Lots shall be charged equally to all of the Maintenance Service Lots and will be factored into the Neighborhood Assessment for the Maintenance Service Lots. By way of illustration and not limitation: each Maintenance Service Lot is obligated to pay all charges set forth in the Restated Declaration, a Neighborhood Assessment as set forth hereinabove, and a yard maintenance fee. Owners and Occupants may not modify the grass and landscaping located within the unfenced portions of the Maintenance Service Lots without prior written approval of the Association. Provided however, in the event that damage is caused to the grass or landscaping within the unfenced portion of an Maintenance Service Lot as a result of the act or omission of an Owner or Occupant, any expense incurred by the Association in effectuating repairs shall be billed against the respective Maintenance Service Lot for which work is performed, such bill to be due upon receipt and if not timely paid, such bill shall be assessed as an Assessment against the Maintenance Service Lot, which Assessment is secured by the lien against such Maintenance Service Lot as provided for in the Restated Declaration.

- (b) Liability, Cost and Approval. Neither the Association nor its agents, contractors, designees or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort or damages in connection with the performance of maintenance and/or other work authorized in this Supplemental Declaration and the Dedicatory Instruments nor in any way shall the Association or its agents be liable for any accounting or other claim for such action. Each Owner of an Maintenance Service Lot hereby agrees to release the Association, and its respective successors and assigns, from any liability arising out of or related to the rendering of the services set forth herein.

## 2. Owner Maintenance Obligations.

All maintenance, repair and/or replacement related to each Dwelling Unit and Maintenance Service Lot, other than that provided by the Association in the preceding section, shall be the sole responsibility of the respective Owner(s) of such Dwelling Unit and Maintenance Service Lot, including replacement of the landscaping, grass, irrigation system, and vegetation that is within the fenced and unfenced areas of their respective Maintenance Service Lot(s).

Owners of Maintenance Service Lots must maintain in proper working order at all times the irrigation system and all components of the irrigation system servicing the unfenced portions of Maintenance Service Lots, including but not limited to the timers and related water costs (the "Irrigation System"). Such maintenance may include repairs and/or replacement of any and all components of such Irrigation System, as may be determined necessary in the sole discretion of the Board. Owner's maintenance of the Irrigation Systems shall be performed in conformity with the standards and watering schedule set by the Board. Owners and Occupants may not modify any component of the Irrigation System servicing the unfenced portions of Maintenance Service Lots without the prior written approval of the Board. The cost associated with such maintenance, repair and/or replacement of Irrigation Systems shall be the obligation of the Owners.

In the event that the Board determines that any Owner has failed or refused to discharge properly the Owner's obligations with regard to the maintenance, repair, or replacement of the Irrigation System; then, in addition to the enforcement and self-help remedies set forth in the Restated Declaration, the Board may turn said matter over to its attorney for further handling. In such event, the Association has the right, without the obligation, to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after receipt of the Association's notice, within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within said ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement and shall bill the Owner 110% of such cost and expenses, plus an administrative fee, such bill is due upon receipt and if not timely paid, such bill shall be added to and become a part of the Assessment to which such Owner is subject and is secured by the lien created against each such Affected Lot as provided for in the Restated Declaration.

## **IX. GENERAL PROVISIONS**

1. Term. The provisions of this Supplemental Declaration shall run with the land, shall be binding upon all Persons owning any portion of Avalon at Sienna Section 6, and shall be perpetual.

2. Amendment. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to Avalon at Sienna Section 6. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of the Declarant that the specific restrictions that are imposed on Avalon at Sienna Section 6 (other than those in the Restated Declaration that are, in whole or in part, repeated herein) may be unilaterally amended by the Declarant for any reason during the Declarant Control Period by an instrument recorded in the Official Public Records of Real Property of Fort Bend County, Texas. This Supplemental Declaration may also be amended at any time by an instrument executed by the President of the Association (after approval by the Board) and the Owners of a majority of the Lots within Avalon at Sienna Section 6 and recorded in the Fort Bend County

Official Public Records; provided, however, any amendment hereto must also have the approval of and be executed by the Declarant during the Class B Control Period.

3. 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.

4. 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.

5. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Restated Declaration, the provisions of this Supplemental Declaration shall control. All other definitions and restrictions shall remain as stated in the Restated Declaration.

6. Declarant Control Period. During the period of time that any Lots or single family Residences located within Avalon at Sienna Section 6 are being developed and marketed ("Declarant Control Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the private Streets within Avalon at Sienna Section 6 in connection with the construction of residences and the marketing of homes.

Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Supplemental Declaration shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Supplemental Declaration for Avalon at Sienna Section 6 (Sienna Plantation Residential Association, Inc.) is executed as of the 27<sup>th</sup> day of February, 2018.

**DECLARANT:**

SIENNA 325 L.P.,  
a Texas limited partnership

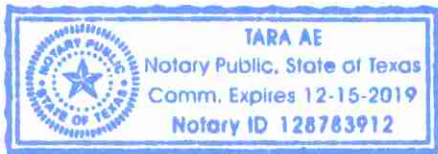
By: Sienna 325 GP, LLC  
a Texas limited liability company,  
its general partner

By: *Alvin San Miguel*  
ALVIN SAN MIGUEL

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on February 27<sup>th</sup>, 2018, by ALVIN SAN MIGUEL, the Vice President of Sienna 325 GP, LLC, a Texas limited liability company which is the sole general partner of Sienna 325 LP, a Texas limited partnership, on behalf of said limited partnership.

*Tara Ae*  
Notary Public – State of Texas




IN WITNESS WHEREOF, the undersigned, being the owner of the Lots located within Avalon at Sienna Section 6, hereby agrees to encumber and subject all of said lots with this Supplemental Declaration for Avalon at Sienna Section 6 (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 28<sup>TH</sup> day of FEBRUARY, 2018.

**OWNER:**

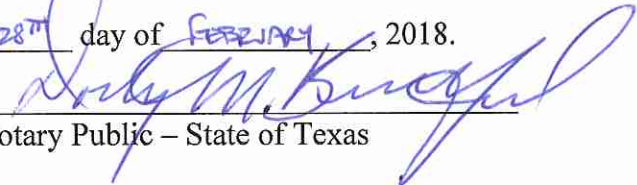
TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

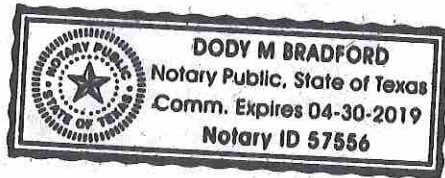
By:   
Print Name: Robert L. Skinner  
Print Title: Authorized Agent

STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L SKINNER the AUTHORIZED AGENT of TAYLOR MORRISON OF TEXAS, INC., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 28<sup>TH</sup> day of FEBRUARY, 2018.


  
Notary Public – State of Texas



After Recording, Return To:  
Stephanie Quade  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056

RETURNED AT COUNTER TO:  
Tara ae  
5777 Sienna Pkwy  
Missouri City TX 77459

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

  
Laura Richard, County Clerk  
Fort Bend County Texas  
March 05, 2018 01:09:07 PM





**FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION FOR  
AVALON AT SIENNA PLANTATION SECTION 6  
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND §

This First Amendment to the Supplemental Declaration for Avalon at Sienna Plantation Section 6 (Sienna Plantation Residential Association, Inc.) (the "Amendment") is made by Sienna 325 LP, a Texas limited partnership (the "Declarant") with the joinder of Taylor Morrison of Texas, Inc., a Texas corporation (hereinafter referred to as "TM").

WHEREAS, the Declarant caused to be recorded that certain Supplemental Declaration for Avalon at Sienna Plantation Section 6 (Sienna Plantation Residential Association, Inc.) which was filed of record under Fort Bend County Clerk's File No. 2018023014 in the Official Public Records of Real Property of Fort Bend County, Texas (the "Supplemental Declaration"); and

WHEREAS, pursuant to the authority vested in the Declarant in the Supplemental Declaration, Declarant has the unilateral right to amend the Supplemental Declaration for any reason during the Declarant Control Period (as same is defined in the Supplemental Declaration); and

WHEREAS, the Declarant Control Period has not terminated; and

WHEREAS, the Declarant desires to amend the Supplemental Declaration as hereinafter set forth.

NOW THEREFORE, in consideration of these premises, and pursuant to the authority contained in the Supplemental Declaration, the Supplemental Declaration is amended as follows:

Article VIII. "Maintenance Obligations" is hereby deleted in its entirety and replaced with the following:

**VIII. MAINTENANCE OBLIGATIONS**

The Association Maintenance Services set forth in this Section VIII may be provided only to the following Lots within Avalon at Sienna Section 6 (collectively referred to as the "Maintenance Service Lots") and only if the Owners of sixty-seven (67) percent of the Maintenance Service Lots submit a written request and approval to the Association to begin providing the services set forth in Section 1 below. Any such written request and approval must state with particularity which of the Association Maintenance Services described in Section 1 below are being requested and the date upon which the Association Maintenance Services are to begin. Unless or until the Association receives written requests and approvals from the Owners of sixty-seven (67) percent of the Maintenance Service Lots, none of the Association Maintenance Services described in Section 1 below shall be performed by the Association and shall remain the sole responsible of the Owners of the Maintenance Service Lots. If the Association receives the written requests and approval from the Owners of sixty-seven (67) percent of the Maintenance Service Lots, it may record a notice in the Official Public Records of Real Property of Fort Bend

County (the “Notice”) stating the extent of Association Maintenance Services that are to be provided. No further amendment of the Supplemental Declaration will be required to commence the Association Maintenance Services. The recording of the Notice shall be sufficient to perfect the lien supporting the yard maintenance fee described in Section 1 below.

Block 1, Lots: 1-12 and 32 – 49 (collectively, the “Maintenance Service Lots”)

To terminate the Association Maintenance Services after the Association Maintenance Services have been approved as required hereinabove and are being provided, the Owners of sixty-seven (67) percent of the Maintenance Service Lots may submit a written request and approval to the Association to terminate the Association Maintenance Services stating the desired termination date. If the Association receives the written requests and approval from the Owners of sixty-seven (67) percent of the Maintenance Service Lots, it will discontinue providing the Association Maintenance Services, and may record a notice in the Official Public Records of Real Property of Fort Bend County (the “Termination of Services Notice”) stating that the Association Maintenance Services have been discontinued. No further amendment of the Supplemental Declaration will be required to terminate the Association Maintenance Services. Notwithstanding anything contained herein to the contrary, termination of the Association Maintenance Services shall in no way illuminate or forgive the payment of all charges incurred by, and owed to, the Association in providing the Association Maintenance Services that were incurred prior to the date of termination.

1. Association Maintenance Services.

As used herein, the term “unfenced portions of Lots” includes, by way of illustration and not limitation, the landscaped area, if any, between the driveways on adjacent Maintenance Service Lots, front yards, and any portion of the rear yard that is not fenced. In the event there is a question as to whether or not a portion of the Maintenance Service Lot is within the unfenced portion of an Maintenance Service Lot the Board is hereby vested with the authority to determine whether or not the questioned portion is within the unfenced portion of the Maintenance Service Lot as that term is used herein; which determination by the Board shall be final.

- (a) Landscaping. The Association may maintain all landscaping (including trees) and grass within the unfenced portions of Maintenance Service Lots, and such maintenance may include mowing, trimming, fertilizing, limited insect and disease control of the grass and landscaping in such areas, and any other maintenance related to the grass and landscaping within this area that the Board, in its sole discretion, may determine necessary. Disease and insect control related to the grass and landscaping may be administered in the sole discretion of the Board. Insect control shall be limited to insects causing damage to the grass and/or landscaping, and by way of illustration and not limitation, does not include termites, bees, wasps and spiders.

The cost of such maintenance of the grass and landscaping within the unfenced portions of the Maintenance Service Lots shall be charged equally to all of the Maintenance Service Lots and will be factored into the Neighborhood Assessment for the Maintenance Service Lots. By way of illustration and not limitation: each Maintenance Service Lot is obligated to pay all charges set forth in the Restated

Declaration, a Neighborhood Assessment as set forth hereinabove, and a yard maintenance fee. Owners and Occupants may not modify the grass, any component of the irrigation system servicing the unfenced portion of the Maintenance Service Lot, and landscaping located within the unfenced portions of the Maintenance Service Lots without prior written approval of the Association. Provided however, in the event that damage is caused to the grass or landscaping within the unfenced portion of an Maintenance Service Lot as a result of the act or omission of an Owner or Occupant, any expense incurred by the Association in effectuating repairs shall be billed against the respective Maintenance Service Lot for which work is performed, such bill to be due upon receipt and if not timely paid, such bill shall be assessed as an Assessment against the Maintenance Service Lot, which Assessment is secured by the lien against such Maintenance Service Lot as provided for in the Restated Declaration.

- (b) Liability, Cost and Approval. Neither the Association nor its agents, contractors, designees or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort or damages in connection with the performance of maintenance and/or other work authorized herein and the Dedicatory Instruments nor in any way shall the Association or its agents be liable for any accounting or other claim for such action. Each Owner of an Maintenance Service Lot hereby agrees to release the Association, and its respective successors and assigns, from any liability arising out of or related to the rendering of the services set forth herein.

2. Owner Maintenance Obligations.

Until such time as the Association Maintenance Services set forth in Section 1 above (i) have been requested and approved in writing by the Owners of sixty-seven (67) percent of the Maintenance Service Lots and (ii) are being provided by the Association, and (iii) the Association has recorded the Notice in the Official Public Records of Real Property of Fort Bend County, the Association Maintenance Services listed above shall be the sole responsibility of the Owners of the Maintenance Service Lots, and all maintenance, repair and/or replacement related to each Dwelling Unit and Maintenance Service Lot shall be the sole responsibility of the respective Owner(s) of such Dwelling Unit and Maintenance Service Lot, including replacement of the landscaping, grass, irrigation system, and vegetation that is within the fenced and unfenced areas of their respective Dwelling Unit and Maintenance Service Lot.

Owners of Lots must maintain in proper working order at all times the irrigation system and all components of the irrigation system servicing the unfenced portions of Lots, including but not limited to the timers and related water costs (the "Irrigation System"). Such maintenance may include repairs and/or replacement of any and all components of such Irrigation System, as may be determined necessary in the sole discretion of the Board. Owner's maintenance of the Irrigation Systems shall be performed in conformity with the standards and watering schedule set by the Board. The cost associated with such maintenance, repair and/or replacement of Irrigation Systems shall be the obligation of the Owners.

In the event that the Board determines that any Owner has failed or refused to discharge properly the Owner's obligations with regard to the maintenance, repair, or replacement of the



Irrigation System; then, in addition to the enforcement and self-help remedies set forth in the Restated Declaration, the Board may turn said matter over to its attorney for further handling. In such event, the Association has the right, without the obligation, to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after receipt of the Association's notice, within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within said ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement and shall bill the Owner 110% of such cost and expenses, plus an administrative fee, such bill is due upon receipt and if not timely paid, such bill shall be added to and become a part of the Assessment to which such Owner is subject and is secured by the lien created against each such Affected Lot as provided for in the Restated Declaration.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment to the Supplemental Declaration for Avalon at Sienna Section 6 (Sienna Plantation Residential Association, Inc.) is executed as of the 29th day of October, 2018.

**DECLARANT:**

SIENNA 325 L.P.,  
a Texas limited partnership

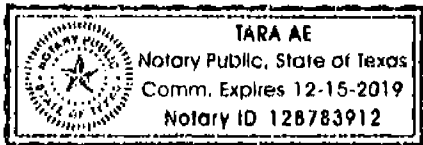
By: Sienna 325 GP, LLC  
a Texas limited liability company,  
its general partner

By: *Alvin San Miguel*  
ALVIN SAN MIGUEL

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on October 29th, 2018, by ALVIN SAN MIGUEL, the Vice President of Sienna 325 GP, LLC, a Texas limited liability company which is the sole general partner of Sienna 325 LP, a Texas limited partnership, on behalf of said limited partnership.

*Tara A.E.*  
Notary Public – State of Texas



IN WITNESS WHEREOF, the undersigned, being the owner of the Lots located within Avalon at Sienna Section 6, hereby agrees to encumber and subject all of said Lots with this Amendment to the Supplemental Declaration for Avalon at Sienna Section 6 (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 30<sup>TH</sup> day of October, 2018.

**OWNER:**

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

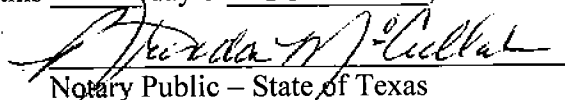


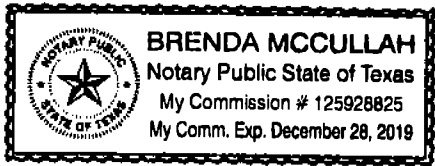
By: \_\_\_\_\_  
Print Name: Robert L. Skinner  
Print Title: Authorized Agent

STATE OF TEXAS        §  
                                     §  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L SKINNER the AUTHORIZED AGENT of TAYLOR MORRISON OF TEXAS, INC., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 30<sup>TH</sup> day of October, 2018.

  
Notary Public – State of Texas



After Recording, Return To:  
Stephanie Quade  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056