

3612



**FIRST AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION FOR
SCANLAN TRACE ENCLAVE**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This First Amended and Restated Supplemental Declaration for Scanlan Trace Enclave, (the "Supplemental Declaration") is made on the date hereinafter set forth by the Owners of at least a majority of the Lots in Scanlan Trace Enclave (as defined hereinbelow) with the approval of the Board of Directors of the Sienna Plantation Residential Association, Inc., and the joinder of Sienna/Johnson Development, L.P., a Texas limited partnership, and Sienna/Johnson Development GP, L.L.C., a Texas limited liability company f/ka/ AFG Johnson Development, L.L.C. (hereinafter referred to collectively as "Declarant").

W I T N E S S E T H:

WHEREAS, 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 Fort Bend County, Texas (the "Restated Declaration"); and

WHEREAS, Declarant caused to be recorded that certain Supplemental Declaration for Scanlan Trace Enclave which is filed of record under Fort Bend County Clerk's File Number 2014055904 in the Official Public Records of Fort Bend County, Texas (the "Original Supplemental Declaration"); and

WHEREAS, Declarant caused to be recorded that certain First Amendment to the Supplemental Declaration for Scanlan Trace Enclave which is filed of record under Fort Bend County Clerk's File Number 2015121076 in the Official Public Records of Fort Bend County, Texas (the "First Amendment"); and

WHEREAS, the Original Supplemental Declaration and the First Amendment are referred to hereinafter collectively as the "Original Supplemental 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, the real property encumbered by the Restated Declaration, the Original Supplemental Declaration, and this Supplemental Declaration is described in detail on the plat thereof recorded under Fort Bend County Clerk's File No. 20150146 in the Official Public Records of Fort Bend County, Texas; (hereinafter "Scanlan Trace Enclave").

WHEREAS, Declarant filed that certain Declaration of Annexation of Scanlan Trace Enclave which is filed of record under Clerk's File No. 2014055605 in the Official Public Records of Fort Bend County (the "SPPOA Declaration of Annexation"); and

WHEREAS, Declarant filed that certain Declaration of Annexation of Scanlan Trace Enclave which is filed of record under Clerk's File No. 2014055604 in the Official Public Records of Fort Bend County (the "SPRAI Declaration of Annexation"); and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Scanlan Trace Enclave, 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.

WHEREAS, the Owners desire to terminate all of the Association's maintenance obligations on the Lots within Scanlan Trace Enclave as same were established in the Original Supplemental Declaration; and

WHEREAS, upon the termination of the Association's maintenance obligations on the Lots within Scanlan Trace Enclave, the Owners shall no longer be obligated to pay a Neighborhood Assessment as same was established in the Original Supplemental Declaration; and

WHEREAS, this Supplemental Declaration replaces the Original Supplemental Declaration in its entirety; provided however, that the annexation accomplished by the Original Supplemental Declaration, and the covenant for Assessments created in Article III of the Restated Declaration are not disturbed by this Supplemental Declaration and shall continue to be in full force and effect from the date the Restated Declaration and the Original Supplemental Declaration were recorded.

NOW THEREFORE, the undersigned Owners hereby approve and adopt this Supplemental Declaration and Scanlan Trace Enclave 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 have been annexed. Scanlan Trace Enclave 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. Scanlan Trace Enclave shall additionally be subject to the jurisdiction of the Association.

For purposes of this Supplemental Declaration, "Dwelling Unit" means and refers to any improvements on a Lot which are designed and intended for occupancy and use as a residence by a single family including a duplex or townhome (but excluding mobile homes or other non-permanent structures); such Dwelling Unit will share a one-hour fire resistant wall (referred to herein generally as a "Party Wall"), with an adjoining Dwelling Unit. Unless otherwise indicated by context, "Dwelling Unit" shall include the Lot upon which the Dwelling Unit is located.

ARTICLE I. 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. Scanlan Trace Enclave is hereby designated as a Neighborhood having the name of "Scanlan Trace

Enclave”. Declarant reserves the right to hereafter designate additional portions of the Properties as a portion of such Neighborhood.

2. Assessments. The covenant for Assessments as established in Article III of the Restated Declaration commenced for each Lot upon the recording of the Plat for Scanlan Trace Enclave. All amounts due to the Association shall be due and payable as determined by the Association.

3. Reserve Funds. To the extent that reserve funds exist for the benefit of Scanlan Trace Enclave (the “Enclave Reserve Funds”), the Association is hereby authorized to pay out of the Enclave Reserve Funds any outstanding costs associated with the discontinuance of the Association’s maintenance obligations as same were created in the Original Supplemental Declaration. Once all such costs have been paid, the balance (if any) remaining in the Enclave Reserve Funds may be distributed to the Owners of Lots within Scanlan Trace Enclave on a pro-rata basis.

ARTICLE II. RESTRICTED RESERVES

For purposes of this provision, Perry Homes, LLC shall not be included in the definition of Owner. Owners of Lots within Scanlan Trace Enclave are advised that there exist Restricted Reserves as will be shown on the Plat, hereinafter collectively referred to as the “Restricted Reserves”. Owners of Lots within Scanlan Trace Enclave 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.

ARTICLE III. RESTRICTIONS

1. Minimum Square Footage. All Dwelling Units within the Scanlan Trace Enclave must contain a minimum of 1700 square feet of living area which shall not include porches, garages or non-air conditioned areas. The Declarant has reserved 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 Dwelling Units which

may contain less square footage in other portions of the Subdivision than the minimum square footage required in Scanlan Trace Enclave.

2. Building Setbacks. No Dwelling Unit or other structure shall be erected nearer to any street or property line than as established herein, in the Guidelines or the Plat. In the event there is a conflict between the Guidelines and any other documents imposed upon Scanlan Trace Enclave that contains a setback requirement, the more restrictive setback will control. Notwithstanding anything to the contrary herein, a rear setback on any Lot shall be the lesser of: (a) fourteen feet (14'), or (b) the width of any easement existing along the rear Lot line of such Lot. Unless otherwise provided on the Plat, no Dwelling Unit shall be built within five (5) feet of a side Lot line, which shall be measured from the exterior wall of the Dwelling Unit. Any setback established by the Plat shall control, if said setback is more restrictive than the setback established in this Supplemental Declaration. All Dwelling Units shall be oriented to the front of the Lot.

ARTICLE IV. ASSOCIATION AUTHORITY

1. Easement Granted to Association. The Association and its designees have a perpetual non-exclusive easement to the extent necessary for the right to enter upon a Lot for the performance of maintenance, repair, or replacement, or other work authorized in the Dedicatory Instruments, including but not limited to the maintenance, repair, or replacement of the Perimeter Fence. Said easement shall be over, across, under, and upon the Lots.

2. 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, repair, or replacement, or other work authorized in 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 a Lot within Scanlan Trace Enclave 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.

ARTICLE V. OWNERS' MAINTENANCE OBLIGATIONS

1. All maintenance, repair and/or replacement related to each Dwelling Unit and Lot within Scanlan Trace Enclave shall be the sole responsibility of the respective Owner(s) of such Dwelling Unit and Lot. Maintenance, repair and replacement obligations between Owners of adjoining Dwelling Units regarding improvements shared by the adjoining Dwelling Units and Lots ("Shared Improvement") are set forth hereinafter. By way of illustration and not limitation, the following items are Shared Improvements: party walls, entry ways serving more than one Dwelling Unit, exterior security lighting, roofs, decking beneath the roofs, common foundations, common concrete footings which run along and underneath party walls, common underground water lines (if any), exterior facia and brick on common walls of Dwelling Units, walkways and other paved areas serving more than one Lot.

Except as otherwise stated below, the Lot Owner shall be responsible for the maintenance, repair and/or replacement of all fences on Lots within Scanlan Trace Enclave in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design

as originally constructed. Owners and Occupants shall not modify any fences located upon a Lot. By way of illustration and not limitation, modification shall include painting and/or staining of the wood fences.

Owners within Scanlan Trace Enclave are advised that, adjacent to the southern perimeter of Scanlan Trace Enclave, Declarant has erected, or may erect a fence parallel to Scanlan Trace (the "Perimeter Fence"). The Perimeter Fence shall be owned and maintained by the Association. Owners of Lots within Scanlan Trace Enclave 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 construction, design, maintenance and replacement of the Perimeter Fence. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, parking and/or traffic, which may occur in the maintenance, repair, and/or replacement of the Perimeter Fence.

2. Party Walls: General Rules of Law to Apply. Each wall built as a part of the original construction of a Dwelling Unit which shall serve and separate any two (2) adjoining Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of Shared Improvements shall be shared by the Owners served by the Shared Improvements in equal proportions.

4. Damage and Destruction. If a Shared Improvement is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner served by the Shared Improvement may restore it, and the other Owner or Owners served by the Shared Improvement shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

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

6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Lot and shall pass to such Owner's successors, heirs or assigns.

ARTICLE VI. EASEMENTS

1. Shared Side Lot Line Easement

Owners of adjoining Dwelling Units sharing a common side Lot line shall have a reciprocal right of ingress to and egress from the adjoining Lot upon which the adjoining Dwelling Unit is located. The foregoing right of each Lot Owner (and his/her designees) shall be limited to only areas that are five (5') feet in width upon each adjoining Lot, running parallel to and contiguous with the entire shared side Lot line, and shall be further limited to the purposes of construction of the Dwelling Unit, maintenance, repair and upkeep as is reasonably necessary for said Owner's Dwelling Unit, and for emergency ingress and egress in the event of an emergency. Said five (5') foot strip shall also be used for eaves overhang, eaves drip, and land drain for any and all rain water flowing naturally from the eaves of said Owner's Dwelling Unit onto the adjacent strip of land.

Conditions and use of the shared side Lot line easement, hereinafter the "Easement", are hereby declared and established by and between the Owners of adjoining Dwelling Units having shared side Lot lines, 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 Lot Owner using the Easement must replace or return to its prior existing condition, any fencing, landscaping or other items on the adjoining Lot that he or she may disturb during construction, repair or maintenance, save and except as set out below in subsection (ii).

(ii) The Lot Owner using this Easement must leave the Easement clean and unobstructed, unless the Easement is actively being utilized and any items removed must be replaced.

(iii) The Lot Owner using the Easement must notify the adjoining Lot Owner of his intent to do any construction, repair or maintenance within the Easement at least twenty-four (24) 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 Dwelling Unit or Occupants, a Dwelling Unit Owner may enter the Easement 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 and/or the Occupants' invitees and licensees.

(iv) Owners of adjoining Dwelling Units that have a shared side Lot line 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) No structure shall be constructed or placed upon the Easement area by either Dwelling Unit Owner, except the Dwelling Units and the roof overhang and guttering as provided for above, and any fencing as set forth in Guidelines, which allows proper surface

drainage. Access to the Easement must be preserved by and for each Owner of the adjoining Dwelling Units with the shared side Lot line.

Owners of adjoining Dwelling Units that have a shared side Lot line shall have and are hereby granted, a five foot (5') underground easement, extending five feet (5') into each respective side building setback line of the adjoining Lot with said easement being contiguous to the shared side Lot Line, 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.

No Dwelling Unit 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.

2. Encroachment Easement. Each Lot within Scanlan Trace Enclave, and its Owner(s), is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering error, original construction, including any building steps, fences, fireplaces, chimneys, bay windows and similar architectural details, paving, decking, footings, piers, grade beams and similar improvements, overhang of walls or roofs, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of such encroachment, settling or shifting. In the event a structure on any Lot within Scanlan Trace Enclave is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of those encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recording of this Supplemental Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of such Lot.

3. Utility Easement. Whenever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property, which connections, lines or facilities or any portion thereof lie in or upon a Lot owned by any other party other than the Owner of the Lot served by the connections, lines or facilities, such Owner of the Lot served shall have the right and his hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

VII. 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 Scanlan Trace Enclave, and shall be perpetual.

2. Amendment.

The covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to Scanlan Trace Enclave. 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 Scanlan Trace Enclave 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.

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.

IN WITNESS WHEREOF, this First Amended and Restated Supplemental Declaration for Scanlan Trace Enclave is approved by the Association, the Declarant, and the Owners of a majority of the Lots within Scanlan Trace Enclave whose signatures are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

SIGNATURE PAGES FOLLOW

JOINDER BY ASSOCIATION

The undersigned President of the Sienna Plantation Residential Association, Inc. hereby certifies that this First Amended and Restated Supplemental Declaration for Scanlan Trace Enclave has been approved by Board of Directors of the Association in addition to the Owners of at least a majority of the Lots within Scanlan Trace Enclave.

SIGNED this the 23rd day of April, 2018.

SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.

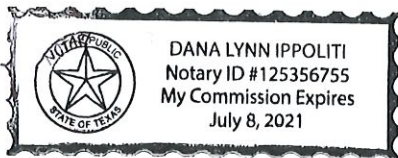
By: *Alvin San Miguel*
ALVIN SAN MIGUEL, President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared ALVIN SAN MIGUEL the President of Sienna Plantation Residential Association, Inc.. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said entity.

Given under my hand and seal of office, this 23rd day of April, 2018.

Dana Ippoliti
Notary Public – State of Texas



JOINDER BY DECLARANT

The undersigned Declarant joins herein to witness its approval of this First Amended and Restated Supplemental Declaration for Scanlan Trace Enclave.

SIGNED this the 23rd day of April, 2018.

DECLARANT:

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

By: Sienna/Johnson Development GP, LLC, a Texas limited liability company, its general partner

By: *Alvin San Miguel*
Print Name: Alvin San Miguel
Print Title: vice President/General Manager

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

Given under my hand and seal of office, this 23rd day of April, 2018.



Dana Lippoliti
Notary Public – State of Texas

EXHIBIT "A"

OWNERS SIGNATURE PAGES

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 2, Block 2 Enclave at Scanlan Trace

Street Address of Property 9411 Scanlan Heights Lane

OWNER:



Print Name: Lina M. Pereira

Address: 9411 Scanlan Heights Ln

City, State: Missouri City, TX

Date: 04.15.18

OWNER:



Print Name: Ivan M. Pinto

Address: 9411 Scanlan Heights Ln

City, State: Missouri City, TX

Date: 04.15.18

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 03 , Block 02 Enclave at Scanlan Trace

Street Address of Property 9415 SCANLAN HEIGHTS LN
MISSOURI CITY, TX 77459

OWNER:

B Modi

OWNER:

Vandhana

Print Name: BHAUMIK MODI

Print Name: VANDHANA SRIDHAR

Address: 9415 SCANLAN HEIGHTS LN

Address: 9415 SCANLAN HEIGHTS LN

City, State: MISSOURI CITY, TX 77459

City, State: MISSOURI CITY, TX 77459

Date: 04/01/2018

Date: 04/01/2018

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 6, Block 2 Enclave at Scanlan Trace

Street Address of Property 9427 SCANLAN HEIGHTS LN
MISSOURI CITY, TX 77459

OWNER: *Darrin V. Malpass*

OWNER: _____

Print Name DARRIN V. MALPASS

Print Name: _____

Address: 9427 SCANLAN HEIGHTS LN

Address: _____

City, State MISSOURI CITY, TX 77459

City, State: _____

Date: 04-09-18

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 9, Block 2 Enclave at Scanlan Trace

Street Address of Property 9439 SCANLAN HEIGHTS LN, MISSOURI CITY, 77459

OWNER:

Eva Morschl

Print Name: Eva Morschl

Address: 9439 SCANLAN HEIGHTS LN

City, State: MISSOURI CITY, TEXAS

Date: 04/02/2018

OWNER:

Scott Brown

Print Name: SCOTT BROWN

Address: 9439 Scanlan Heights LN

City, State: MISSOURI CITY, TX

Date: 4/2/2018

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 3, Block 1 Enclave at Scanlan Trace

Street Address of Property 9442 SCANLAN HEIGHTS LANE

OWNER:



OWNER:



Print Name: LUIS DE LA MATA

Print Name: VERONIKA DE LA MATA

Address: 9442 SCANLAN HEIGHTS LANE

Address: 9442 SCANLAN HEIGHTS LANE

City, State: MISSOURI CITY, TX 77459

City, State: MISSOURI CITY, TX 77459

Date: 03-29-2018

Date: 03-29-2018

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 10, Block 2 Enclave at Scanlan Trace

Street Address of Property 9443 Scanlan Heights Ln Missouri City, TX
77459

OWNER:



OWNER:

Print Name: Donna Brown

Print Name: _____

Address: 9443 Scanlan Heights Ln.

Address: _____

City, State: Missouri City TX

City, State: _____

Date: 4-11-18

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 5, Block 1 Enclave at Scanlan Trace

Street Address of Property 9450 SCANLAN HEIGHTS LANE.

OWNER:

CARLOS CARDONA

Print Name: CARLOS CARDONA

Address: 9450 SCANLAN HEIGHTS LN

City, State: MISSOURI CITY, TX
77459

Date: 4/10/2018.

OWNER:

Carlos Cardona

Print Name: _____

Address: _____

City, State: _____

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 12, Block 2 Enclave at Scanlan Trace

Street Address of Property 9451 Scanlan Heights Ln.

OWNER:

Lisa G. Bates-Dubrau

OWNER:

Print Name:

Lisa G. Bates-Dubrau

Print Name:

Address:

9451 Scanlan Heights Ln

Address:

City, State:

Missouri City, TX 77459

City, State:

Date:

3/31/18

Date:

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

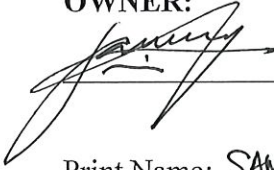
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PROPERTY DESCRIPTION:

Lot 1, Block 6 Enclave at Scanlan Trace

Street Address of Property 9502 SCANLAN HEIGHTS LANE

OWNER:



Print Name: SAMMY SU

Address: 9502 SCANLAN HEIGHTS LN

City, State: MISSOURI CITY, TX

Date: 4/2/18

OWNER:



Print Name: DAPHNE CHANG

Address: 9502 SCANLAN HEIGHTS LN

City, State: MISSOURI CITY, TX

Date: 4/2/18

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

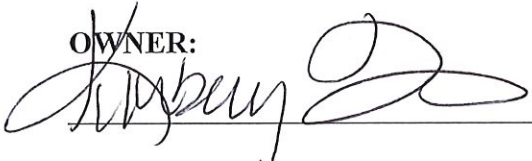
The owner(s) further hereby acknowledge(s) that a full and complete copy of the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace was received by the undersigned, and said First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace is incorporated herein by reference for all purposes.

PROPERTY DESCRIPTION:

Lot 13, Block 2 Enclave at Scanlan Trace

Street Address of Property 9503 Scanlan Heights

OWNER:



OWNER:

Print Name:

Kimberly Cohn

Print Name:

Address:

9503 Scanlan Heights

Address:

City, State:

Missouri City TX

City, State:

Date:

4/15/18

Date:

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 7, Block 1 Enclave at Scanlan Trace

Street Address of Property 9506 Scanlan Heights Lane

OWNER:



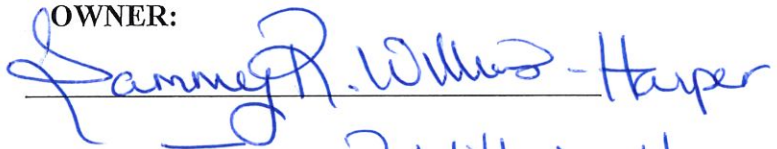
Print Name: Ronnie J. Harper, Jr.

Address: 9506 Scanlan Heights Lane

City, State: Missouri City, TX

Date: 4/15/18

OWNER:



Print Name: Tammy R. Williams-Harper

Address: 9506 Scanlan Heights Lane

City, State: Missouri City, TX

Date: 4/15/18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 14, Block 2 Enclave at Scanlan Trace

Street Address of Property 9507 Scanlan Heights Ln

OWNER:

Valerie Morales

OWNER:

Catherine Morales

Print Name: Valerie Morales

Print Name: Catherine Morales

Address: 9507 Scanlan Heights Ln

Address: 77 CR 219

City, State: Missouri City, TX

City, State: Bay City TX

Date: 4/15/18

Date: 4/15/18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 8, Block 1 Enclave at Scanlan Trace

Street Address of Property 9510 Scanlan Heights Lane

OWNER:

Sally Rodriguez

OWNER:

Print Name: Sally Rodriguez

Print Name: _____

Address: 9510 Scanlan Heights
Missouri city, Lane

Address: _____

City, State Texas

City, State: _____

Date: 4-10-18

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 9, Block 1 Enclave at Scanlan Trace

Street Address of Property 9514 Scanlan Heights Lane

OWNER:

[Signature]

Print Name: Lisa Baltagi

Address: 9514 Scanlan Heights Lane

City, State: Missouri City, TX

Date: 4/17/18

OWNER:

Print Name: _____

Address: _____

City, State: _____

Date: _____

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 10, Block 1 Enclave at Scanlan Trace

Street Address of Property 9518 Scanlan Heights LN

OWNER:

Tara Partee

OWNER:

Print Name: Tara Partee

Print Name: _____

Address: 9518 Scanlan Heights LN Address: _____

City, State: Missouri City, TX City, State: _____

Date: 4-12-18 Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 17, Block 2 Enclave at Scanlan Trace

Street Address of Property 9519 Scanlan Heights Lane

OWNER:

Charmaine Yarbrough

OWNER:

Print Name:

Charmaine YARBROUGH

Print Name:

Address:

9519 Scanlan Heights

Address:

City, State:

Missouri City, TX

City, State:

Date:

4/3/18

Date:

4/3/18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 11, Block 7 Enclave at Scanlan Trace

Street Address of Property 9522 Scanlan Heights Ln Missouri City, Tx
77459

OWNER:

M. Ballars

Print Name: MARCUS BALLARS

Address: 9522 Scanlan Heights Ln

City, State: Missouri City, TX

Date: 4/3/18

OWNER:

N. Ballars

Print Name: Nicola BALLARS

Address: 9522 Scanlan Heights Ln

City, State: Missouri City, TX

Date: 4/3/18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 18, Block 2 Enclave at Scanlan Trace

Street Address of Property 9523 Scanlan Heights Ln.

OWNER:



OWNER:

Print Name: Angela M. Davis

Print Name: _____

Address: 9523 Scanlan Heights Ln

Address: _____

City, State Missouri City, TX

City, State: _____

Date: 4/14/2018

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 12, Block 1 Enclave at Scanlan Trace

Street Address of Property 9526 Scanlan Heights Missouri City, TX
77459

OWNER:

Lori Adams

OWNER:

Print Name: Lori Adams

Print Name: _____

Address: 9526 Scanlan Heights Address: _____

City, State: Missouri City, TX City, State: _____

77459

Date: 4/2/2018

Date: _____

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.


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PROPERTY DESCRIPTION:

Lot 20, Block 2 Enclave at Scanlan Trace

Street Address of Property 9531 Scanlan Heights Ln.

OWNER:



Print Name: Lawrence A. Prabin

Address: 9531 Scanlan Heights Ln.

City, State: Missouri City, TX

Date: 4-1-18

OWNER:



Print Name: Denise E. Prabin

Address: 9531 Scanlan Heights Ln.

City, State: Missouri City, TX

Date: 4-1-18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 21, Block 2 Enclave at Scanlan Trace

Street Address of Property 9535 Scanlan Heights Ln.

OWNER:

[Signature]

Print Name: Lody Trevino

Address: 9535 Scanlan Heights Ln.

City, State: Missouri City, TX

Date: 4-17-18

OWNER:

[Signature]

Print Name: Sarah Trevino

Address: 9535 Scanlan Heights Ln.

City, State: Missouri City, TX

Date: 4/17/18

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 22, Block 2 Enclave at Scanlan Trace

Street Address of Property 9539 Scanlan Heights Lane

Elaine Whaley
OWNER: OWNER:

<i>Elaine</i>	<i>Whaley</i>
Print Name:	Print Name:
<i>9539 Scanlan Heights Lane</i>	
Address:	Address:
<i>Missouri City TX</i>	<i>77459</i>
City, State	City, State:
<i>4/15/18</i>	
Date:	Date:

OWNERS' APPROVAL

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PROPERTY DESCRIPTION:

Lot 23, Block 2 Enclave at Scanlan Trace

Street Address of Property 9543 Scanlan Heights Ln.

OWNER: Zah

Print Name: ZAHKEER AHMED

Address: 9543 Scanlan Heights Ln.

City, State: Missouri City, TX

Date: 3/30/18

OWNER: Nereyda A.

Print Name: NEREYDA AHMED

Address: 9543 Scanlan Heights Ln.

City, State: Missouri City, TX.

Date: 3/30/18

OWNERS' APPROVAL

The undersigned record owner(s) of the real property described below, hereby acknowledge(s) and approve(s) the First Amended and Restated Supplemental Declaration for Enclave at Scanlan Trace to which this Owners' Approval is attached.

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PROPERTY DESCRIPTION:

Lot 24, Block 2 Enclave at Scanlan Trace

Street Address of Property 9547 Scanlan Heights Ln

OWNER:



OWNER:

Print Name: Alex Albert

Print Name: _____

Address: 9547 Scanlan Heights Ln

Address: _____

City, State Missouri City TX

City, State: _____

Date: 4.4.18

Date: _____

RETURNED AT COUNTER TO:

Dana Ippoliti
9600 Scanlan Trace
Missouri City TX 77459

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Laura Richard, County Clerk

Fort Bend County Texas

May 09, 2018 10:23:03 AM

FEE: \$151.00 YA

2018049714

