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**SUPPLEMENTAL DECLARATION FOR
AVALON AT SIENNA PLANTATION SECTION 7
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)
ALSO REFERRED TO AS LAUREL GROVE AT SIENNA PLANTATION**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Supplemental Declaration for Avalon at Sienna Plantation Section 7 (Sienna Plantation Residential Association, Inc.), also referred to as Laurel Grove at Sienna Plantation, (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 Section 7, which plat is recorded under Fort Bend County Clerk's File No. 20170091, (the "Plat") filed of record in the Plat Records of Fort Bend County, Texas (hereinafter "Laurel Grove at Sienna Plantation") 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. 2013158651 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 7; 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. 2016076056 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 7; and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Laurel Grove at Sienna Plantation, 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 Laurel Grove at Sienna Plantation to this Supplemental Declaration, and Laurel Grove at Sienna Plantation 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. Laurel Grove at Sienna Plantation 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. Laurel Grove at Sienna Plantation shall additionally be subject to the jurisdiction of the Association.

ARTICLE 1. RESTRICTED RESERVES

Owners of Lots within Laurel Grove at Sienna Plantation 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 "F" restricted in their use to Landscape/Open Space;
- Reserves "B" and "D" restricted in their use to Open Space
- Reserve "C" restricted in its use to Drainage/Open Space
- Reserve "E" restricted in its use to Open Space/Levee

Owners of Lots within Laurel Grove at Sienna Plantation 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 II. EASEMENTS

1. 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 streets within Laurel Grove at Sienna Plantation 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, (ii) 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 Laurel Grove at Sienna Plantation (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 Laurel Grove at Sienna Plantation for the purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

2. 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 any Lot in Laurel Grove at Sienna Plantation 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 III. 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 Laurel Grove at Sienna Plantation.

2. Building Setbacks. No Dwelling or other structure shall be erected nearer to any street or property line than as established in the Guidelines or the Plat. In the event there is a conflict between the Guidelines, any other documents imposed upon Laurel Grove at Sienna Plantation 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. As provided on the Plat, no Dwelling shall be built within five (5) feet of a side Lot line, and a minimum distance of ten (10) feet shall be maintained between Dwellings.

3. Private Drainage Swales. The private drainage swales located on Lots One (1) through Five (5) and Twenty-eight (28) through Thirty-Three (33) all in Block One (1), shall be installed during home construction, shall be maintained by the Lot Owner, and are not the responsibility of the Association, the City of Missouri City or Fort Bend County.

4. Private Storm Sewer Easements located on Lots 8-11, Block 2, have been installed prior to home construction and shall be maintained by the Lot Owner, and are not the responsibility of the Association, the City of Missouri City or Fort Bend County.

ARTICLE IV. MASONRY WALL

Owners within Laurel Grove at Sienna Plantation are advised that, adjacent to the northern perimeter of Laurel Grove at Sienna Plantation, there is or will be a ten foot (10') tall masonry wall (the "Wall") on Reserve "D" (the "Wall Reserve").

The portion of the Wall located in the Wall Reserve is north of and parallel to all or a portion of the rear Lot lines of Lots Sixteen (16) through Twenty-Six (26) all in Block One (1), Laurel Grove at Sienna Plantation, referred to collectively herein as the "Wall Lots".

The Wall, which shall be located within the Wall Reserve is, or will be owned by Sienna Plantation Management District ("SPMD"), but shall be maintained by SPPOA.

The Wall Lot Owners may underbrush the vegetation in the Wall Reserve and maintain a finish mow level on the turf. The Wall Lot Owners may not remove any trees greater than two (2) caliper inches measured at a point six (6) inches above grade, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons. It is the Wall Lot Owner's responsibility to maintain and preserve the drainage pattern within the Wall Reserve to sheet flow underneath the Wall (or to a designated catch basin located at the Wall).

The side Lot fences on the adjacent Wall Lots shall be constructed by the builder, and shall extend through the Wall Reserve, with the portion of the side Lot line fence located within the Wall Reserve to be perpendicular to the rear Wall Lot line. Provided however, that such side Lot line fences may only abut the masonry Wall. The Wall shall serve as the adjacent Wall Lot Owner's rear fence. The Wall shall be constructed by the Developer, dedicated to the Sienna Plantation Management District and be structurally maintained by the SPPOA. The Wall Lot Owners shall be responsible for the aesthetic maintenance on the interior face of the Wall. The Wall Lot Owners shall be responsible for the maintenance, repair, and/or replacement of all side Lot line fences.

Portions of the Wall Reserves located within the fenced area of a particular Wall Lot (the "Wall Lot Reserve Area") shall be made available by the SPPOA for the benefit and use of the adjacent Wall Lot Owners. The portion of the Wall Reserves made available to each adjacent Wall Lot is described in detail by metes and bounds on Exhibit "A" attached hereto and

incorporated herein by reference for all purposes. Wall Lot Owners shall have an easement and right to use their respective Wall Lot Reserve Area subject to the following:

Wall Lot Owners are not permitted to attach anything to the Wall.

Wall Lot Owners are required to maintain any trees located in the Wall Lot Reserve Area, including trimming and spraying for insects.

Wall Lot Owners are not permitted to take any action to alter the drainage pattern that has been established, and are not permitted to block any drainage systems that are located in the Wall Lot Reserve Area.

Wall Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Wall Lot Reserve Area unless the Wall Lot Owners have first obtained approval in writing from the SPPOA.

Wall Lot Owners shall have the obligation to maintain the Wall Lot Reserve Area in a clean and neat condition and in compliance with the governing documents of the Sienna Plantation subdivision at all times.

The Wall Lot Owners and the Declarant hereby grant an easement to the SPPOA and the SPMD, over and across each Wall Lot to the extent necessary for the construction, maintenance, reconstruction, inspection of the Wall and inspection of the Wall Reserve and the Wall Lot Reserve Areas. The Declarant hereby reserves unto itself an easement over and across each Wall Lot to the extent necessary for the construction, maintenance, reconstruction, inspection of the Wall and inspection of the Wall Reserve and the Wall Lot Reserve Areas. The Declarant and/or the SPPOA, as applicable, shall give the Wall Lot Owners at least twenty-four (24) hours written notice prior to exercising their right of entry as set out herein. Notwithstanding anything contained herein to the contrary, written notice of the Declarant's and/or SPPOA's intent to enter upon the Wall Lot shall not be required in the event of an emergency

ARTICLE V. 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 Laurel Grove at Sienna Plantation, 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 Laurel Grove at Sienna Plantation. 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 Laurel Grove at Sienna Plantation (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 Laurel Grove at Sienna Plantation 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 Laurel Grove at Sienna Plantation 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 Streets within Laurel Grove at Sienna Plantation 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.

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IN WITNESS WHEREOF, this Supplemental Declaration for Avalon at Sienna Section 7 (Sienna Plantation Residential Association, Inc.) is executed as of the 22nd day of January, 2018.

DECLARANT:
SIENNA 325 L.P.,
a Texas limited partnership

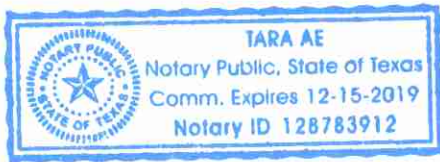
By: Sienna 325 GP, LLC
a Texas limited liability company,
its general partner

By: *Alvin San Miguel*
ALVIN SAN MIGUEL

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me on January 22nd, 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 M. Ae
Notary Public – State of Texas

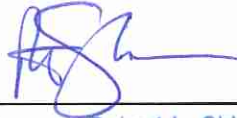


IN WITNESS WHEREOF, the undersigned, being the owner of the lots located within Laurel Grove at Sienna Plantation, hereby agrees to encumber and subject all of said lots with this Supplemental Declaration for Avalon at Sienna Section 7 (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 22ND day of JANUARY, 2018.

OWNER:

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

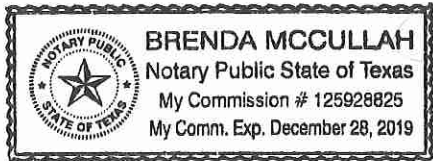


By: _____
Print Name: Robert L. Skinner
Print Title: Authorized Agent

STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Robert 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 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 22 day of January, 2018.



Brenda McCullah
Notary Public – State of Texas

RETURNED AT COUNTER TO:

Tara ae
5777 Sienna Pkwy
MO City, TX 77459

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



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

January 23, 2018 01:25:27 PM

FEE: \$39.00 RMM

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