



WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Avalon at Sienna Section 3, 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 3 to this Supplemental Declaration, and Avalon at Sienna Section 3 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 3 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 3 shall additionally be subject to the jurisdiction of the Association.

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

Owners of Lots within Avalon at Sienna Section 3 are advised that there exist the following Restricted Reserves as shown on the Plat, hereinafter collectively referred to as the "Restricted Reserves":

- Reserves "A" restricted in its use to Drainage;
- Reserves "B" restricted in its use to Landscape/Drainage
- Reserve "C" restricted in its use to Fence Wall
- Reserve "D" restricted in its use to Landscape/Utilities

Owners of Lots within Avalon at Sienna Section 3 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. 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 3 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.

3. 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 and the controlled access device. The Owners of Lots in Avalon at Sienna may be assessed and 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. 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 entry gates 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, entry

gates, and the private streets in Avalon at Sienna 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 3 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 Avalon at Sienna Section 3 (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 3 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 3 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. 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 3.

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 Avalon at Sienna Section 3 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.

## V. MASONRY WALL

Owners within Avalon at Sienna Section 3 are advised that, adjacent to the northern perimeter of Avalon at Sienna Section 3, there is or will be a ten foot (10') tall masonry wall (the "Wall") located within Reserve C (the "Wall Reserve") located between Reserve "B" and the Wall Lots (as same are defined below).

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 Ten (10) through Twenty-One (21) all in Block One (1), Avalon at Sienna Section 3, referred to collectively herein as the "Wall Lots".

The Wall will be located on the Wall Reserve north of and adjacent to the Wall Lots. The Wall, which shall be located within the Wall Reserve is, or will be owned by Sienna Plantation Management District, 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 portion of the Wall Reserve adjacent to their Lot.

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 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 TM, 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 Reserve 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. 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 shall be 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 Sienna Plantation Management District, over and across each Wall Lot to the extent necessary for the construction, maintenance, reconstruction, inspection of the Wall and inspection of the Wall, 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, 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.

## VI. 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 3, 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 3. 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 3 (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 3 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 3 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 3 in connection with the construction of residences and the marketing of homes.

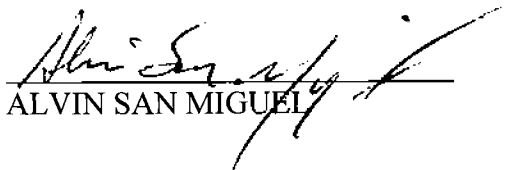
Invalidation of any one or more of the covenants, restrictions conditions or provisions contained in this Supplemental Declaration shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Declaration for Avalon at Sienna Section 3 (Sienna Plantation Residential Association, Inc.) is executed as of the 20<sup>th</sup> day of November, 2018.

**DECLARANT:**

SIENNA 325 L.P.,  
a Texas limited partnership

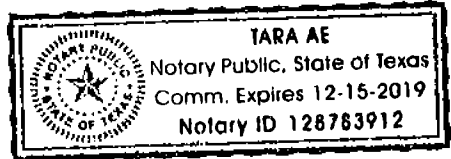
By: Sienna 325 GP, LLC  
a Texas limited liability company,  
its general partner

By:   
ALVIN SAN MIGUEL

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 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.

  
Notary Public – State of Texas

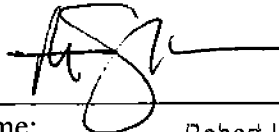


IN WITNESS WHEREOF, the undersigned, being the owner of the lots located within Avalon at Sienna Section 3, hereby agrees to encumber and subject all of said lots with this Supplemental Declaration for Avalon at Sienna Section 3 (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 27<sup>TH</sup> day of Nov, 2018.

**OWNER:**

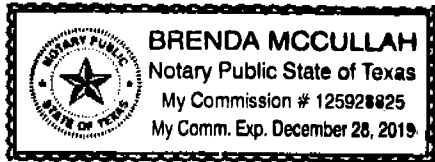
TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

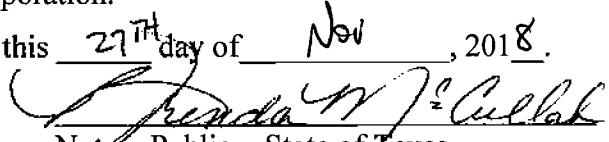
By:   
Print Name: Robert L. Skinner  
Print Title: Authorized Agent

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 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 27<sup>TH</sup> day of Nov, 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