



**SUPPLEMENTAL DECLARATION FOR
AVALON AT SIENNA SECTION 5
(SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.)**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Supplemental Declaration for Avalon at Sienna Section 5 (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”).

WITNESSETH:

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 5, which plat is recorded under Fort Bend County Clerk’s File No. 20180277, (the “Plat”) filed of record in the Plat Records of Fort Bend County, Texas (hereinafter “Avalon at Sienna Section 5”) 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 5; 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. 2013158652 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 5; and

WHEREAS, pursuant to the SPRAI Declaration of Annexation and the SPPOA Declaration of Annexation, Avalon at Sienna Section 5, 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 5 to this Supplemental Declaration, and Avalon at Sienna Section 5 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 5 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 5 shall additionally be subject to the jurisdiction of the Association.

ARTICLE 1. RESTRICTED RESERVES

Owners of Lots within Avalon at Sienna Section 5 are advised that there exist the following Restricted Reserves as shown on the Plat, hereinafter collectively referred to as the "Restricted Reserves":

- Reserve A, restricted in its use to drainage
- Reserve B restricted in its use to drainage
- Reserve C restricted in its use to drainage
- Reserve D restricted in its use to landscape/utilities

Owners of Lots within Avalon at Sienna Section 5 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 5 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 Section 5 to cover the Association Expenses that benefit only the Lots in Avalon at Sienna Section 5, 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 Section 5 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 Section 5 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 Section 5 shall be Neighborhood Expenses payable with Neighborhood Assessments levied on the Lots in Avalon at Sienna Section 5. The Board shall have the right to adopt Rules and Regulations concerning parking on the private Streets in Avalon at Sienna Section 5, 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 Section 5 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 Section 5, 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 Section 5. This easement is for the benefit of and appurtenant to each Lot in Avalon at Sienna Section 5 and shall run with the land. Each Owner of a Lot in Avalon at Sienna Section 5 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 platted as Avalon Plantation Drive 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 5 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 5 (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 5 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 5 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 5.

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 5 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. 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 5, 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 5. 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 5 (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 5 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 5 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 5 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 5 (Sienna Plantation Residential Association, Inc.) is executed as of the 4th day of December, 2018.

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

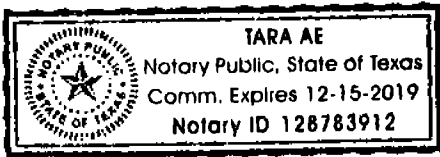
By: Sienna 325 GP, LLC
a Texas limited liability company,
its general partner

By: *Alvin San Miguel*
ALVIN SAN MIGUEL

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on December 4, 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 5, hereby agrees to encumber and subject all of said lots with this Supplemental Declaration for Avalon at Sienna Section 5 (Sienna Plantation Residential Association, Inc.).

EXECUTED this the 5TH day of Dec, 2018.

OWNER:

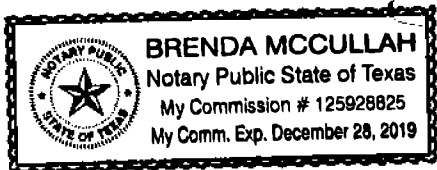
TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

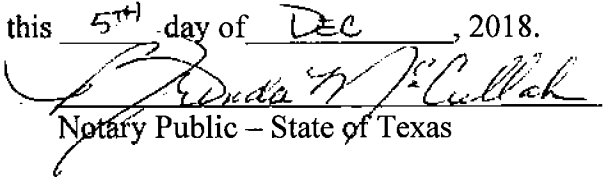
By: 
Print Name: Robert L. Skinner
Print Title: Authorized Agent

STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT 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 5TH day of Dec, 2018.




Notary Public – State of Texas

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