



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

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

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

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

WHEREAS, the Declarant Control Period has not terminated; and

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

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

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

VIII. MAINTENANCE OBLIGATIONS

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

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

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

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

1. Association Maintenance Services.

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

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

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

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

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

2. Owner Maintenance Obligations.

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

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

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

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

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

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

DECLARANT:

SIENNA 325 L.P.,
a Texas limited partnership

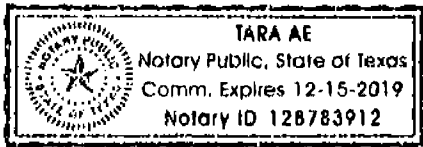
By: Sienna 325 GP, LLC
a Texas limited liability company,
its general partner

By: *Alvin San Miguel*
ALVIN SAN MIGUEL

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

Tara Ae
Notary Public – State of Texas



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

EXECUTED this the 30TH day of October, 2018.

OWNER:

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

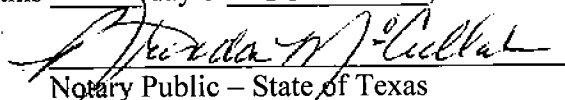


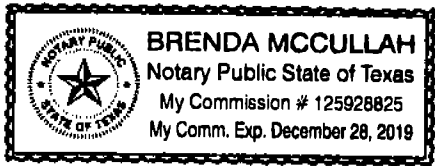
By: _____
Print Name: Robert L. Skinner
Print Title: Authorized Agent

STATE OF TEXAS §
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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 s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

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


Notary Public – State of Texas



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