



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 6 Fee: \$ 36.00



AMENDED AND RESTATED MONITORING CAMERA POLICY

**SIENNA RESIDENTIAL ASSOCIATION
SIENNA COMMUNITY ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Monitoring Camera Policy for Sienna Plantation Community Association, Inc., sometimes doing business as Sienna Community Association, and Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association (“Policy”) is hereby adopted by the Board of Directors of Sienna Community Association and the Board of Directors for Sienna Residential Association (collectively referred to herein as the “Boards”), with the approval of TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company (“Declarant”), and replaces in its entirety that Monitoring Camera Policy recorded under Clerk’s File Number 2012122755 in the Official Public Records of Fort Bend County, Texas.

WHEREAS, the property encumbered by this Policy is (i) that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Clerk’s File No. 2012104699 in the Official Public Records of Fort Bend County, Texas (the “Declaration”), as same may be amended from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the Sienna Plantation Residential Association, Inc. (“SPRAI”), and (ii) that property restricted by the Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), filed under Clerk’s File No. 2019035843 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended from time to time (“Covenant”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Sienna Plantation Community Association, Inc. (“SPCAI”); and

WHEREAS, the Covenant and the Declaration are collectively referred to herein as the “Declarations”; and

WHEREAS, the monitoring cameras that are the subject of this Policy are owned either by SPRAI or SPCAI (collectively referred to herein as “Associations”); and

WHEREAS, the Boards, with the approval of Declarant, hereby adopt this Policy pursuant to the authority set forth in the Declarations.

NOW, THEREFORE, BE IT RESOLVED THAT the Boards do hereby adopt this Policy which will become effective upon recording of same.

In an effort to monitor (i) ingress and egress of vehicular traffic through gated entries, (ii) “Exclusive Common Area” and “Special Common Area” (as those terms are defined in the applicable Declarations, and collectively referred to herein as “Common Area”), and (iii) any other activity that may impact Common Area assets, the Associations have installed, or may install in the future, monitoring cameras at various locations within Sienna. Provided, however, the Associations are under no obligation to install any such cameras within and throughout Sienna.

1. Any cameras installed pursuant to this Policy shall be maintained by an independent licensed entity selected by the Boards. At the Boards’ discretion, some cameras within Sienna may not be actively live-monitored, while certain cameras may be live-monitored by such independent licensed entity.
2. The placement of cameras shall be in visible locations with signage indicating the presence of the cameras. These cameras may be installed at controlled access sites such as a neighborhood entrances and recreation facilities.
3. Camera footage may only be released (i) to the Associations (including management) for the purpose of dedicatory instrument enforcement or assessing damage to Common Area, or (ii) upon written request from law enforcement accompanied by a case number. No individual owner or resident shall have access to or be provided with any of the images captured by the monitoring cameras.
4. No audio shall be recorded.
5. The following Common Areas in Sienna will not be monitored by cameras:
 - a. Bathrooms (interior)
 - b. Dressing rooms (interior)
6. Footage will not be archived by the independent licensed entity and will only be available for a limited time before the camera re-records on a loop system (generally one week).
7. If an incident has been reported or is suspected to have occurred, Association personnel may request that an authorized designee review the images from the camera. A record log will be kept of all instances of access to, and use of recorded material.
8. **DISCLAIMER:** There is no guarantee that the monitoring cameras will always be operational and provide twenty-four hour footage. There may be instances where a particular camera malfunctions or needs maintenance or replacement. THE ASSOCIATIONS, SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., SIENNA/JOHNSON DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP, TOLL-GTIS PROPERTY OWNER, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE “SIENNA ENTITIES”), SHALL IN NO WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE

PROPERTY. THE SIENNA ENTITIES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE SIENNA ENTITIES DO NOT REPRESENT OR WARRANT THAT THE MONITORING CAMERAS WILL PREVENT LOSS OR PROPERTY DAMAGE, NOR THAT THE CAMERAS WILL PROVIDE DETECTION OR PROTECTION FROM ANY SUCH LOSS OR PROPERTY DAMAGE. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE SIENNA ENTITIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE SIENNA ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY CAMERAS INSTALLED WITHIN THE PROPERTY.

The Boards reserve the right to amend this Policy as needed.

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

[SIGNATURE PAGES FOLLOW]

CERTIFICATION

I hereby certify that, as President of the Sienna Plantation Community Association, Inc., the foregoing Policy was approved on the 29th day of July, 2020, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 29th day of July, 2020.

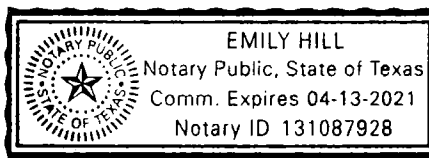
Jimmie F. Jenkins
Jimmie F. Jenkins, President

STATE OF TEXAS §
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COUNTY OF Harris §

BEFORE ME, on this day personally appeared Jimmie F. Jenkins, the President of the Sienna Plantation Community 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 corporation.

Given under my hand and seal this the 29th day of July, 2020.

Emily Hill
Notary Public – State of Texas



CERTIFICATION

I hereby certify that, as President of the Sienna Plantation Residential Association, Inc., the foregoing Policy was approved on the 27th day of July, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 27th day of July, 2020.

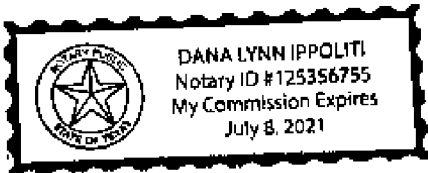
By: *Alvin San Miguel*
Printed Name: Alvin San Miguel
Print Title: President

STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Alvin San Miguel, the President of the 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 corporation.

Given under my hand and seal this the 27th day of July, 2020.

Dana Ippoliti
Notary Public – State of Texas



APPROVED, this the 29th day of July, 2020.

TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company

By: J. Jenkins
Printed Name: JIMMIE F JENKINS
Title: AUTHORIZED REPRESENTATIVE

THE STATE OF TEXAS §
§
COUNTY OF HURNS §

This instrument was acknowledged before me this 29th day of JULY, 2020, by JIMMIE F JENKINS, the AUTHORIZED REPRESENTATIVE of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public – State of Texas

