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APPLICABILITY OF CERTAIN SPRAI POLICIES AND GUIDELINES

SIENNA PLANTATION COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, the Sienna Plantation Master Covenant (Sienna Plantation Community Association, Inc.), was recorded under Clerk’s File No. 2015009259 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended and/or supplemented from time to time (“Covenant”);

WHEREAS, the capitalized words used in this Policy shall have the same meaning as set forth in the Covenant, unless otherwise defined herein;

WHEREAS, the Board desires for certain policies and guidelines previously adopted by Sienna Plantation Residential Association, Inc. (“SPRAI”) to apply to Owners and Occupants of Residential Lots;

NOW THEREFORE, pursuant to the authority granted in the Covenant and the Bylaws of Sienna Plantation Community Association, Inc., recorded under Clerk’s File No. 2015009777 in the Official Public Records of Fort Bend County, Texas, the Board hereby adopts this Policy, which shall run with the land and be binding on all Owners and Occupants of Residential Lots.

I. APPLICABILITY OF CERTAIN SPRAI POLICIES

The following SPRAI policies and guidelines, as same may be amended from time to time (collectively referred to herein as the “SPRAI Policies”) are hereby adopted by the Board and shall be binding on all Owners and Occupants of Residential Lots:

1. Sienna Plantation Facility Rental Policy, recorded under Clerk’s File No. 2018045883 in the Official Public Records of Fort Bend County, Texas;
2. Sienna Plantation Facilities Rental Application & Agreement, internal form – not recorded;
3. Sienna Plantation Fitness Center Facility Policies and Rules, recorded under Clerk’s File No. 2018045882 in the Official Public Records of Fort Bend County, Texas;

Community Association
9600 Scanlan Trace
Missouri City, TX 77459
281.778.0778
Fax 281.778.0779

4. Sienna Plantation Club Sienna Tennis Complex Policies & Rules, recorded under Clerk's File No. 2015097257 in the Official Public Records of Fort Bend County, Texas
5. Sienna Plantation Sienna ID and Guest Card Policy, recorded under Clerk's File No. 2018045881 in the Official Public Records of Fort Bend County, Texas; and
6. Sienna Plantation Swimming Pool Policies & Rules, recorded under Clerk's File No. 2018009033 in the Official Public Records of Fort Bend County, Texas.
7. Sienna Plantation Pool Rental Policy, recorded under Clerk's File No. 2017010530 in the Official Public Records of Fort Bend County, Texas.
8. Recreation Facility Rental Fee Schedule, recorded under Clerk's File No. 2017068344 in the Official Public Records of Fort Bend County, Texas

Notwithstanding anything contained in the SPRAI Policies to the contrary, the SPRAI Policies will apply to both the members of SPRAI as well as the Owners and Occupants of Residential Lots.

II. ENFORCEMENT

By virtue of this Policy, the foregoing SPRAI Policies shall be binding on all Owners and Occupants of Residential Lots. Any violation of the SPRAI Policies by Owners and/or Occupants of Residential Lots shall be enforceable pursuant to that certain Shared Amenities and Cost Allocation Agreement, recorded under Clerk's File No. 2015009905 in the Official Public Records of Fort Bend County, Texas, as same may have been or may be amended from time to time.

Policy Name	Approved/Finalized	Revised
Applicability of Certain SPRAI Policies and Guidelines		April 18, 2018
Applicability of Certain SPRAI Policies and Guidelines		July 19, 2017
Policy Regarding Applicability of Certain SPRAI Policies and Guidelines		October 23, 2015
Policy Regarding Applicability of Certain SPRAI Policies and Guidelines	April 20, 2015	

CERTIFICATION

I hereby certify that, as President of the Sienna Plantation Community Association, Inc., the foregoing Policy was approved on the 18th day of April, 2018, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18th day of April, 2018.

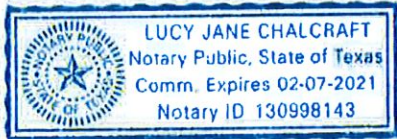


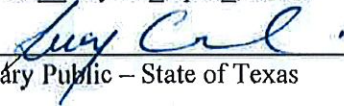
Print Name: Jimmie F. Jenkins
Title: President

STATE OF TEXAS §
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COUNTY OF FORT BEND §

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 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 this the 18th day of April, 2018.






Notary Public – State of Texas

ACKNOWLEDGEMENT BY SPRAI

WHEREAS, Board of Directors of SPRAI hereby acknowledges the applicability of the SPRAI Policies to the Owners and Occupants of Residential Lots.

DATED, this the 23rd day of April, 2018.

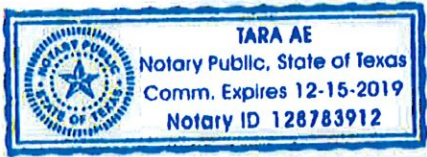


Print Name: Derek Goff
Title: Secretary

STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Derek Goff, the Secretary 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 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 this the 23rd day of April, 2018.



Tara Ae
Notary Public – State of Texas

After Recording, Return To:
Dana Ippoliti
9600 Scanlan Trace
Missouri City, TX 77459



FACILITY RENTAL POLICY
SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.
Revised April 23, 2018

WHEREAS, the property encumbered by this Facility Rental Policy (the "Policy") is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same may have been or 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

WHEREAS, this Policy replaces in its entirety that previously recorded Facility Rental Policy, recorded under Clerk's File No. 2017068346 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, pursuant to the authority granted in Article III, Section C1(f) of the Sixth Amended and Restated Bylaws of SPRAI, as same may be amended from time to time, the Board is vested with the authority to promulgate Policies, Rules and Regulations for SPRAI; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations and/or Policies, this Policy shall control; and

WHEREAS, the Board desires to establish a uniform and systematic procedure regarding facility rental.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

I. POLICY STATEMENT

Sienna Plantation is proud of its environment and facilities and is pleased to offer use and enjoyment to members and guests through community group reservations and rentals for private events. Sienna Plantation is also a residential community and is committed to maintaining an environment respectful of the residents' right to the quality of life our community fosters. With this in mind, Sienna has established this Policy governing reservations and rental events in order to extend the enjoyment of its facilities, while preserving the residential nature of the community.

In consideration of the rights and privileges of reservation and rental use of Sienna Plantation facilities, applicants agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants and/or guests, to be bound by the following Policy.

Sienna Plantation Residential Association, Inc. and Sienna facilities shall hereinafter be referred to as 'Sienna'.

II. PROCEDURES FOR RESERVING SIENNA FACILITIES (NON-POOL)

Sienna facilities shall be available on a first-come, first-serve basis. Reservation applications for use of Sienna facilities (non-pool) shall be filed at the Sawmill Lake Recreation Center (10201 Mount Logan) between the hours of 9:00 a.m. – 5:00 p.m., Monday - Friday. Refer to Sienna's Pool Rental Policy for procedures on reserving pool facilities.

Reservations requests are accepted a minimum of ten (10) business days in advance of a function. Sienna facilities may be reserved a maximum of one year in advance from the current date. (i.e. on Sept. 1, 2016, reservations will be accepted through Sept. 1, 2017). Re-occurring weekly rentals (ex. same day and time each week) will be permitted for a maximum period of 12 months.

All applications are administered by the Sienna Hospitality Coordinator and reviewed/approved by the Sienna Recreation Director. Association Management shall notify an applicant within ten (10) business days of receipt of an application to confirm the availability of Sienna facilities for the date and times requested, and will review the rental security and associated costs. Submittal of application prior to notification of approval from Sienna does not reserve a facility. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request.

Reference Exhibits A-D for facility-specific rules, policies and guidelines.

III. ELIGIBILITY

Facility reservations and rentals are limited to individuals residing in Sienna.

Applicants must be a legal owner or lessee of a residential property in Sienna Plantation and must show acceptable proof of residence in Sienna. All applicants are required to be current with their Sienna annual assessment payment or applicants must be current in a payment plan with Sienna covering said annual assessment payments (for applicants who are leasing a Sienna property, the property owner must be current).

The person signing the application must handle all transactions, inquiries and changes.

Applicant must provide the name and contact information for at least one (1) additional alternate individual as a contact for the reservation or rental.

Applicant is required to be present at the rental event and available to Association Management during the entire course of the event for which the applicant made a reservation.

The right of rental or use of Sienna facilities is exclusive to applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. Nor shall the use of Sienna facilities be for any other purpose other than what is stated on the application.

Sienna reserves the right to disapprove the application to reserve or rent the facilities based on the applicant's and/or applicant's guests' previous rental history.

Sienna facilities may not be reserved or rented for commercial purposes except for the purpose of employee meetings and special events.

Sienna reserves the right to disapprove applications for events that are deemed political, social, policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

Any reservation or rental agreement is revocable by Sienna at any time upon good cause. This rental agreement may be terminated by Sienna by giving thirty (30) days advance notice, or otherwise terminated via notice to the renter as identified on the submitted application (via written and telephone notification).

Policy Name	Approved/Finalized	Revised
Facility Rental Policy		April 23, 2018
Facility Rental Policy		May 24, 2017
Facility Rental Policy		August 17, 2015
Facility Rental Policy		January 28, 2013
Facility Rental Rules & Regulations		September 27, 2006
Facility Rental Rules & Regulations	December 1, 2005	

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporations;

That the foregoing Facility Rental Policy was duly adopted at a meeting of the Board of Directors held on the ____ day of _____, 2018, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this ____ day of _____, 2018.

DEREK GOFF, Secretary & Treasurer

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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 ____ day of _____, 2018.

Notary Public – State of Texas

After Recording Return To:
Dana Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, Texas 77459

EXHIBIT A

**BRUSHY LAKE PAVILION RENTAL GUIDELINES
10515 Shipman's Landing**

Rental Dates & Times

Event Starting and Ending Times for Sienna Facilities (available hours for reservations)

Sunday – Thursday

Set-up: 8:00 a.m. – end at 8:00 p.m.,
cleaned and vacated by 9:00 p.m.

Friday & Saturday

Set-up: 8:00 a.m. – end at 9:00 p.m.
cleaned and vacated by 10:00 p.m..

All facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Sienna facilities at the designated time shall result in forfeiture of the security deposit.

Non-Profit Group Use – Non-Fee Rental Dates & Times

Sienna facilities are available for non-profit group use (i.e. clubs and organizations) for meetings and group functions during the following days and times at no charge:

Monday – Thursday	9:00 AM – 9:00 PM	Saturday	10:00 AM – 2:00 PM
Friday	9:00 AM – 7:00 PM		

Requests for non-profit group use during hours not specified above are subject to the standard fees on the Fee Schedule. Verification for Non-Profit Group status is required upon application for consideration of use of Sienna facilities during the above hours.

Unavailable Rental Dates

Sienna facilities are not available for rental reservations on the following dates:

New Year's Eve	New Year's Day	Easter
July 4 th	Memorial Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day

Sienna facilities are also not available for rental reservations on any dates identified as holidays by the Association Office.

Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests using Sienna facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Sienna Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Sienna's premises.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with Association Management and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

Sienna reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

Occupancy Limits

A maximum number of persons permitted to occupy a particular Sienna facility shall be as set forth in Section VII. Sienna Fees for facility room capacities.

Parking

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. Parking for approximately 96 vehicles is available for Club Sienna and adjacent facilities are located in three lots in front of and to the west of Club Sienna, and by the tennis courts. **Please note: parking at facilities may be significantly reduced during pool operating season, April - September.** Sienna Plantation is not able to guarantee a specific number of parking spaces or guarantee the accommodation of specific parking requirements.

If the number of attendees at an event exceeds the total number of available spots for the site being utilized a parking plan prepared by the group reserving the facility will be required. If street parking is necessary, it must be in accordance with the posted street signs. No parking is permitted in the circle drive adjacent to the Club Sienna building.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, and special lighting shall be permitted within Sienna facilities and premises without advance written consent of Association Management. Sienna reserves the right to prohibit outside equipment or rental services to be brought into the facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or staffing services. Sienna reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

Additionally, any tent use or the use of inflatable units on Sienna sites first requires approval by the Recreation Director. These types of renter-provided amenities must be expressly included in the submitted application and without approval from the Recreation Director, may not be used on Association property.

The sound level of musical or sound equipment will be closely monitored by Association Management and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by Association Management can result in immediate termination of the event and deposit may be forfeited. No music is permitted outdoors (including on patios) after 10 p.m.

Storage of any equipment or supplies prior to function or following function is not available.

No Smoking or Glass Containers

There is a NO SMOKING POLICY (including e-cigarettes) in Sienna buildings and inside the perimeters at all Sienna pools. Glass containers are not allowed in any Sienna facility, on exterior grounds, or inside the perimeters at Sienna pools.

Decorations

No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within Sienna facilities and premises. NO GLITTER, CONFETTI, RICE OR BIRDSEED SHALL BE PERMITTED inside Sienna facilities or anywhere on the premises or grounds. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the User's facility use deposit.

Table Coverings

Table coverings must be used on any table where food, beverage, paints or other liquids will be used. Plastic, paper or cloth varieties are permitted and must be provided by applicant.

Clean Up

Applicant shall return Sienna facilities and its furnishings and property in the same condition as received. Applicants agree to remove all bagged garbage from function to the appropriate facility dumpster following the function.

Emergencies

If additional Association Management, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of Association Management, applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered.

Understanding & Responsibility for Laws and Dedicatory Instruments

It is the applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of this Policy, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

Non-Conforming Events

Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

Event Security

Sienna has the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by Sienna, shall be paid for by the applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Association Management, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Sienna, shall be in attendance at the full duration of the event at Sienna facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Association Management. All costs and payments for law enforcement officers shall be the responsibility of the applicant, and shall be controlled by Association Management.

Standard Security Guidelines:

- **Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty**
- **Any additional requirements in respect to security officers are at the sole discretion of Association Management.**

Sienna has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

Personal Property

Sienna is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, Sienna is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Sienna facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by Sienna or applicant, Sienna reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the applicant. Sienna shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

Cancellations, Damages, and Security Deposits

Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to 'SPRAI' at the time of acceptance of the application. Payment of rental fees is also available using a credit card (Visa, MasterCard, or Discover). Payments for all fees (rental, deposit and security fees) are due a minimum of ten (10) business days prior to event. Rentals not paid in full are subject to cancellation. **Unused hours for rental fees and security are non-refundable.**

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of Association Management, create additional risk to the facility or furnishings, or necessitate additional custodial services, Association Management is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of Sienna which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies or other Dedicatory Instruments. An additional charge will be billed to the applicant if damages or staff emergency response exceed the security deposit.

Applicant is required to leave Sienna facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Sienna property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Sienna for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of Sienna which is damaged, destroyed, misplaced or stolen, by applicant, participants or guests.

Return of Security Deposit

If applicant gives written notice of cancellation of a reservation no later than ten (10) business days prior to the scheduled event, there will be no cancellation fee. If applicant cancels the reserved rental less than ten (10) business days prior to the scheduled event, applicant shall forfeit either the security deposit or rental fees (lesser of the two).

Return of security deposit may take up to but not exceed thirty (30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to applicant by mail in the form in which they were paid. Deposits made in the form of a check will be issued by SPRAI to the renter within approximately four-to-six weeks after the function. Deposits made in the form of a credit card payment will be issued by SPRAI to the renter within approximately 7-10 days after the function.

LIABILITY INSURANCE AND INDEMNIFICATION

Sienna reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the property of Sienna.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE,

INDEMNIFY AND HOLD HARMLESS THE SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., THE SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., THE SIENNA PLANTATION COMMUNITY ASSOCIATION, INC., SIENNA/JOHNSON DEVELOPMENT, L.P., TOLL-GTIS PROPERTY OWNER, LLC., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF SIENNA PLANTATION COMMUNITY FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST.

CONTACT INFORMATION

For further information or clarification of the Facility Rental Policy, please contact the Sienna Plantation Residential Association, Inc., Telephone 281-778- 2582, Fax 281-778-2585.

FACILITY RENTAL FEES – see Recreation Fee Schedule.

EXHIBIT B

CLUB SIENNA RENTAL GUIDELINES
9600 Scanlan Trace

Rental Dates & Times

Event Starting and Ending Times for Sienna Facilities (available hours for reservations)

Sunday – Thursday

Set-up: 8:00 a.m. – end at 9:00 pm,
cleaned and vacated by 10:00 p.m.

Friday & Saturday:

Set-up: 8:00 a.m. – end at 11:00 p.m.,
cleaned and vacated by 12:00 a.m.

All facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Sienna facilities at the designated time shall result in forfeiture of the security deposit.

Non-Profit Group Use – Non-Fee Rental Dates & Times

Sienna facilities are available for non-profit group use (i.e. clubs and organizations) for meetings and group functions during the following days and times at no charge:

Monday – Thursday	9:00 AM – 9:00 PM	Saturday	10:00 AM – 2:00 PM
Friday	9:00 AM – 7:00 PM		

Requests for non-profit group use during hours not specified above are subject to the standard fees on the Fee Schedule. Verification for Non-Profit Group status is required upon application for consideration of use of Sienna facilities during the above hours.

Unavailable Rental Dates

Sienna facilities are not available for rental reservations on the following dates:

New Year's Eve	New Year's Day	Easter
July 4 th	Memorial Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day

Sienna facilities are also not available for rental reservations on any dates identified as holidays by the Association Office.

Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests using Sienna facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Sienna Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Sienna's premises.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with Association Management and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

Sienna reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

Occupancy Limits

A maximum number of persons permitted to occupy a particular Sienna facility shall be as set forth in Section VII. Sienna Fees for facility room capacities.

Parking

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. Parking for approximately 96 vehicles is available for Club Sienna and adjacent facilities are located in three lots in front of and to the west of Club Sienna, and by the tennis courts. **Please note: parking at facilities may be significantly reduced during pool operating season, April - September.** Sienna Plantation is not able to guarantee a specific number of parking spaces or guarantee the accommodation of specific parking requirements.

If the number of attendees at an event exceeds the total number of available spots for the site being utilized a parking plan prepared by the group reserving the facility will be required. If street parking is necessary, it must be in accordance with the posted street signs. No parking is permitted in the circle drive adjacent to the Club Sienna.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, , and special lighting shall be permitted within Sienna facilities and premises without advance written consent of Sienna management. Sienna reserves the right to prohibit outside equipment or rental services to be brought into the facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or staffing services. Sienna reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

Additionally, any tent use or the use of inflatable units on Sienna sites first requires approval by the Recreation Director. These types of renter-provided amenities must be expressly included in the submitted application and without approval from the Recreation Director, may not be used on Association property.

The sound level of musical or sound equipment will be closely monitored by Association Management and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by Association Management can result in immediate termination of the event and deposit may be forfeited. No music is permitted outdoors (including on patios) after 10 p.m.

Equipment located in the Club Sienna kitchens including the refrigerators, ovens/stoves, convection ovens, and coffee makers are available for use by the applicant during the function. Sienna cannot guarantee that ice will be available for every function and recommends applicants plan on alternative means of providing ice for functions. Supplies for making coffee (filters, coffee, cups, etc.) are the responsibility of the applicant. Any type of cooking or serving utensils is the responsibility of the applicant. Applicants must provide their own audio/visual equipment for use in all facilities. Association equipment present is not available for rental.

Storage of any equipment or supplies prior to function or following function is not available.

No Smoking or Glass Containers

There is a NO SMOKING POLICY (including e-cigarettes) in Sienna buildings and inside the perimeters at all Sienna pools. Glass containers are not allowed in any Sienna facility, on exterior grounds, or inside the perimeters at Sienna pools.

Thermostats

Thermostats are automatically programmed and controlled by Sienna personnel only.

Decorations

No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within Sienna facilities and premises. NO GLITTER, CONFETTI, RICE OR BIRDSEED SHALL BE PERMITTED inside Sienna facilities or anywhere on the premises or grounds. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the User's facility use deposit.

Table Coverings

Table coverings must be used on any table where food, beverage, paints or other liquids will be used. Plastic, paper or cloth varieties are permitted and must be provided by applicant.

Clean Up

Applicant shall return Sienna facilities and its furnishings and property in the same condition as received. Before leaving the premises, applicant must clear all tables and remove all decorations and personal belongings, and clean the kitchen facility used during the event. Chairs and tables must be returned to proper storage locations. Applicants agree to remove all bagged garbage from function to the appropriate facility dumpster following the function. Garbage bags are provided, however, it is the applicant's responsibility to remove and replace trash bags for trash cans as necessary during and following the function.

Emergencies

If additional Association Management, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of Association Management, applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered. (example – pulled fire alarm with no threat of fire/emergency, setting off alarm from candle use, damage requiring immediate attention, etc.)

Understanding & Responsibility for Laws and Dedicatory Instruments

It is the applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of this Policy, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

Non-Conforming Events

Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

Event Security

Sienna has the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by Sienna, shall be paid for by the applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Association Management, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Sienna, shall be in attendance at the full duration of the event at Sienna facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Association Management. All costs and payments for law enforcement officers shall be the responsibility of the applicant, and shall be controlled by Association Management.

Standard Security Guidelines:

- **Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty**
- **Any event at which an entire building has been rented (Club Sienna, Sawmill Lake), a minimum of two (2) uniformed law officers on duty.**
- **Any additional requirements in respect to security officers are at the sole discretion of Association Management.**

Sienna has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

Personal Property

Sienna is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, Sienna is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Sienna facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by Sienna or applicant, Sienna reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the applicant. Sienna shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

Cancellations, Damages, and Security Deposits

Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to 'SPRAI' at the time of acceptance of the application. Payment of rental fees is also available using a credit card (Visa, MasterCard, or Discover). Payments for all fees (rental, deposit and security fees) are due a minimum of ten (10) business days prior to event. Rentals not paid in full are subject to cancellation. **Unused hours for rental fees and security are non-refundable.**

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of Association Management, create additional risk to the facility or furnishings, or necessitate additional custodial services, Sienna management is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of Sienna which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies or other Dedicatory Instruments. An additional charge will be billed to the applicant if damages or staff emergency response exceed the security deposit.

Applicant is required to leave Sienna facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Sienna property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Sienna for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of Sienna which is damaged, destroyed, misplaced or stolen, by applicant, participants or guests.

Return of Security Deposit

If applicant gives written notice of cancellation of a reservation no later than ten (10) business days prior to the scheduled event, there will be no cancellation fee. If applicant cancels the reserved rental less than ten (10) business days prior to the scheduled event, applicant shall forfeit either the security deposit or rental fees (lesser of the two).

Return of security deposit may take up to but not exceed thirty (30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to applicant by mail in the form in which they were paid. Deposits made in the form of a check will be issued by Sienna to the renter within approximately four-to-six weeks after the function. Deposits made in the form of a credit card payment will be issued by Sienna to the renter within approximately 7-10 days after the function.

LIABILITY INSURANCE AND INDEMNIFICATION

Sienna reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the property of Sienna.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., THE SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., THE SIENNA PLANTATION COMMUNITY ASSOICATION, INC., SIENNA/JOHNSON DEVELOPMENT, L.P., TOLL-GTIS PROPERTY OWNER, LLC., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF SIENNA PLANTATION COMMUNITY FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST.

CONTACT INFORMATION

For further information or clarification of the Facility Rental Policy, please contact the Sienna Plantation Residential Association, Inc., Telephone 281-778- 2582, Fax 281-778-2585.

FACILITY RENTAL FEES – see Recreation Fee Schedule.

EXHIBIT C

**CLUB SIENNA AMPHITHEATER / TRAIN DEPOT RENTAL GUIDELINES
9600 Scanlan Trace**

Rental Dates & Times

Event Starting and Ending Times for Sienna Facilities (available hours for reservations)

Sunday – Thursday

Set-up: 8:00 a.m. – end at 9:00 p.m.,
cleaned and vacated by 10:00 p.m.

Friday & Saturday

Set-up: 8:00 a.m. – end at 10:00 p.m.,
cleaned and vacated by 11:00 p.m.

All facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Sienna facilities at the designated time shall result in forfeiture of the security deposit.

Non-Profit Group Use – Non-Fee Rental Dates & Times

Sienna facilities are available for non-profit group use (i.e. clubs and organizations) for meetings and group functions during the following days and times at no charge:

Monday – Thursday	9:00 AM – 9:00 PM	Saturday	10:00 AM – 2:00 PM
Friday	9:00 AM – 7:00 PM		

Requests for non-profit group use during hours not specified above are subject to the standard fees on the Fee Schedule. Verification for Non-Profit Group status is required upon application for consideration of use of Sienna facilities during the above hours.

Unavailable Rental Dates

Sienna facilities are not available for rental reservations on the following dates:

New Year's Eve	New Year's Day	Easter
July 4 th	Memorial Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day

Sienna facilities are also not available for rental reservations on any dates identified as holidays by the Association Office.

Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests using Sienna facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Sienna Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Sienna's premises.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with Association Management and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

Sienna reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

Occupancy Limits

A maximum number of persons permitted to occupy a particular Sienna facility shall be as set forth in Section VII. Sienna Fees for facility room capacities.

Parking

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. Parking for approximately 96 vehicles is available for Club Sienna and adjacent facilities are located in three lots in front of and to the west of Club Sienna, and by the tennis courts. **Please note: parking at facilities may be significantly reduced during pool operating season, April - September.** Sienna Plantation is not able to guarantee a specific number of parking spaces or guarantee the accommodation of specific parking requirements.

If the number of attendees at an event exceeds the total number of available spots for the site being utilized a parking plan prepared by the group reserving the facility will be required. If street parking is necessary, it must be in accordance with the posted street signs. No parking is permitted in the circle drive adjacent to the Club Sienna building.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, and special lighting shall be permitted within Sienna facilities and premises without advance written consent of Sienna management. Sienna reserves the right to prohibit outside equipment or rental services to be brought into the facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or staffing services. Sienna reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

Additionally, any tent use or the use of inflatable units on Sienna sites first requires approval by the Recreation Director. These types of renter-provided amenities must be expressly included in the submitted application and without approval from the Recreation Director, may not be used on Association property.

The sound level of musical or sound equipment will be closely monitored by Association Management and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by Sienna personnel can result in immediate termination of the event and deposit may be forfeited. No music is permitted outdoors (including on patios) after 10 p.m.

Storage of any equipment or supplies prior to function or following function is not available.

No Smoking or Glass Containers

There is a NO SMOKING POLICY (including e-cigarettes) in Sienna buildings and inside the perimeters at all Sienna pools. Glass containers are not allowed in any Sienna facility, on exterior grounds, or inside the perimeters at Sienna pools.

Decorations

No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within Sienna facilities and premises. NO GLITTER, CONFETTI, RICE OR BIRDSEED SHALL BE PERMITTED inside Sienna facilities or anywhere on the premises or grounds. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the User's facility use deposit.

Table Coverings

Table coverings must be used on any table where food, beverage, paints or other liquids will be used. Plastic, paper or cloth varieties are permitted and must be provided by applicant.

Clean Up

Applicant shall return Sienna facilities and its furnishings and property in the same condition as received. Applicants agree to remove all bagged garbage from function to the appropriate facility dumpster following the function.

Emergencies

If additional Association Management, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of Association Management, applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered.

Understanding & Responsibility for Laws and Dedicatory Instruments

It is the applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of this Policy, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

Non-Conforming Events

Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

Event Security

Sienna has the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by Sienna, shall be paid for by the applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Association Management, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Sienna, shall be in attendance at the full duration of the event at Sienna facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Association Management. All costs and payments for law enforcement officers shall be the responsibility of the applicant, and shall be controlled by Association Management.

Standard Security Guidelines:

- **Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty**
- **Any additional requirements in respect to security officers are at the sole discretion of Association Management.**

Sienna has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

Personal Property

Sienna is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, Sienna is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Sienna facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by Sienna or applicant, Sienna reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the applicant. Sienna shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

Cancellations, Damages, and Security Deposits

Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to 'SPRAI' at the time of acceptance of the application. Payment of rental fees is also available using a credit card (Visa, MasterCard, or Discover). Payments for all fees (rental, deposit and security fees) are due a minimum of ten (10) business days prior to event. Rentals not paid in full are subject to cancellation. **Unused hours for rental fees and security are non-refundable.**

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of Sienna management, create additional risk to the facility or furnishings, or necessitate additional custodial services, Association Management is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of Sienna which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies or other Dedicatory Instruments. An additional charge will be billed to the applicant if damages or staff emergency response exceed the security deposit.

Applicant is required to leave Sienna facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Sienna property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Sienna for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of Sienna which is damaged, destroyed, misplaced or stolen, by applicant, participants or guests.

Return of Security Deposit

If applicant gives written notice of cancellation of a reservation no later than ten (10) business days prior to the scheduled event, there will be no cancellation fee. If applicant cancels the reserved rental less than ten (10) business days prior to the scheduled event, applicant shall forfeit either the security deposit or rental fees (lesser of the two).

Return of security deposit may take up to but not exceed thirty (30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to applicant by mail in the form in which they were paid. Deposits made in the form of a check will be issued by SPRAI to the renter within approximately four-to-six weeks after the function. Deposits made in the form of a credit card payment will be issued by SPRAI to the renter within approximately 7-10 days after the function.

LIABILITY INSURANCE AND INDEMNIFICATION

Sienna reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the property of Sienna.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE,

INDEMNIFY AND HOLD HARMLESS THE SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., THE SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., THE SIENNA PLANTATION COMMUNITY ASSOICATION, INC., SIENNA/JOHNSON DEVELOPMENT, L.P., TOLL-GTIS PROPERTY OWNER, LLC., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF SIENNA PLANTATION COMMUNITY FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST.

CONTACT INFORMATION

For further information or clarification of the Facility Rental Policy, please contact the Sienna Plantation Residential Association, Inc., Telephone 281-778- 2582, Fax 281-778-2585.

FACILITY RENTAL FEES – see Recreation Fee Schedule.

EXHIBIT D

**SAWMILL LAKE CLUB RENTAL GUIDELINES
10323 Mount Logan**

Rental Dates & Times

Event Starting and Ending Times for Sienna Facilities (available hours for reservations)

Sunday – Thursday:

Set-up: 8:00 a.m. – end at 9:00 pm,
cleaned and vacated by 10:00 p.m.

Friday & Saturday:

Set-up: 8:00 a.m. – end at 11:00 p.m.,
cleaned and vacated by 12:00 a.m.

All facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Sienna facilities at the designated time shall result in forfeiture of the security deposit.

Non-Profit Group Use – Non-Fee Rental Dates & Times

Sienna facilities are available for non-profit group use (i.e. clubs and organizations) for meetings and group functions during the following days and times at no charge:

Monday – Thursday	9:00 AM – 9:00 PM	Saturday	10:00 AM – 2:00 PM
Friday	9:00 AM – 7:00 PM		

Requests for non-profit group use during hours not specified above are subject to the standard fees on the Fee Schedule. Verification for Non-Profit Group status is required upon application for consideration of use of Sienna facilities during the above hours.

Unavailable Rental Dates

Sienna facilities are not available for rental reservations on the following dates:

New Year's Eve	New Year's Day	Easter
July 4 th	Memorial Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day

Sienna facilities are also not available for rental reservations on any dates identified as holidays by the Association Office.

Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests using Sienna facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Sienna Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Sienna's premises.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with Association Management and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

Sienna reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

Occupancy Limits

A maximum number of persons permitted to occupy a particular Sienna facility shall be as set forth in Section VII. Sienna Fees for facility room capacities.

Parking

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. The Sawmill Lake facility can accommodate parking for approximately 50 vehicles with potential for additional parking at adjacent facilities on site. **Please note: parking at facilities may be significantly reduced during pool operating season, April - September.** Sienna Plantation is not able to guarantee a specific number of parking spaces or guarantee the accommodation of specific parking requirements.

If the number of attendees at an event exceeds the total number of available spots for the site being utilized a parking plan prepared by the group reserving the facility will be required. If street parking is necessary, it must be in accordance with the posted street signs. No parking is permitted in the circle drive adjacent to the Sawmill Lake building.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, , and special lighting shall be permitted within Sienna facilities and premises without advance written consent of Association Management. Sienna reserves the right to prohibit outside equipment or rental services to be brought into the facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or staffing services. Sienna reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

Additionally, any tent use or the use of inflatable units on Sienna sites first requires approval by the Recreation Director. These types of renter-provided amenities must be expressly included in the submitted application and without approval from the Recreation Director, may not be used on Association property.

The sound level of musical or sound equipment will be closely monitored by Association Management and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by Association Management can result in immediate termination of the event and deposit may be forfeited. No music is permitted outdoors (including on patios) after 10 p.m.

Equipment located in the Sawmill Lake kitchen including the refrigerators, and coffee makers are available for use by the applicant during the function. Sienna cannot guarantee that ice will be available for every function and recommends applicants plan on alternative means of providing ice for functions. Supplies for making coffee (filters, coffee, cups, etc.) are the responsibility of the applicant. Any type of cooking or serving utensils is the responsibility of the applicant. Applicants must provide their own audio/visual equipment for use in all facilities. Association equipment present is not available for rental.

Storage of any equipment or supplies prior to function or following function is not available.

No Smoking or Glass Containers

There is a NO SMOKING POLICY (including e-cigarettes) in Sienna buildings and inside the perimeters at all Sienna pools. Glass containers are not allowed in any Sienna facility, on exterior grounds, or inside the perimeters at Sienna pools.

Thermostats

Thermostats are automatically programmed and controlled by Sienna personnel only.

Decorations

No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within Sienna facilities and premises. NO GLITTER, CONFETTI, RICE OR BIRDSEED SHALL BE PERMITTED inside Sienna facilities or anywhere on the premises or grounds. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the User's facility use deposit.

Table Coverings

Table coverings must be used on any table where food, beverage, paints or other liquids will be used. Plastic, paper or cloth varieties are permitted and must be provided by applicant.

Furniture, Televisions, Fixtures and Décor

Furniture, fixtures and décor within facility may not be removed, moved or otherwise relocated. Televisions may not be set to a specific channel and are not able to be used as monitors or projection devices.

Clean Up

Applicant shall return Sienna facilities and its furnishings and property in the same condition as received. Before leaving the premises, applicant must clear all tables and remove all decorations and personal belongings, and clean the kitchen facility used during the event. Chairs and tables must be returned to proper storage locations. Applicants agree to remove all bagged garbage from function to the appropriate facility dumpster following the function. Garbage bags are provided, however, it is the applicant's responsibility to remove and replace trash bags for trash cans as necessary during and following the function.

Emergencies

If additional Association Management, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of Association Management, applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered. (example – pulled fire alarm with no threat of fire/emergency, setting off alarm from candle use, damage requiring immediate attention, etc.)

Understanding & Responsibility for Laws and Dedicatory Instruments

It is the applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of this Policy, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

Non-Conforming Events

Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

Event Security

Sienna has the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by Sienna, shall be paid for by the applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Association Management, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Sienna, shall be in attendance at the full duration of the event at Sienna facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Association Management. All costs and payments for law enforcement officers shall be the responsibility of the applicant, and shall be controlled by Association Management.

Standard Security Guidelines:

- Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty
- Any event at which an entire building has been rented (Club Sienna, Sawmill Lake), a minimum of two (2) uniformed law officers on duty.
- Any additional requirements in respect to security officers are at the sole discretion of Association Management.

Sienna has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

Personal Property

Sienna is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, Sienna is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Sienna facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by Sienna or applicant, Sienna reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the applicant. Sienna shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

Cancellations, Damages, and Security Deposits

Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to 'SPCAI' at the time of acceptance of the application. Payment of rental fees is also available using a credit card (Visa, MasterCard, or Discover). Payments for all fees (rental, deposit and security fees) are due a minimum of ten (10) business days prior to event. Rentals not paid in full are subject to cancellation. **Unused hours for rental fees and security are non-refundable.**

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of Association Management, create additional risk to the facility or furnishings, or necessitate additional custodial services, Association Management is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

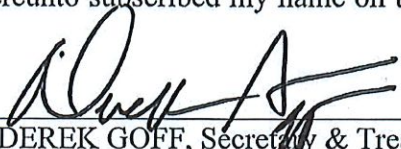
The security deposit shall be used to repair, replace or compensate for any property of Sienna which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules,

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporations;

That the foregoing Facility Rental Policy was duly adopted at a meeting of the Board of Directors held on the 23rd day of April, 2018, at which a quorum was present.

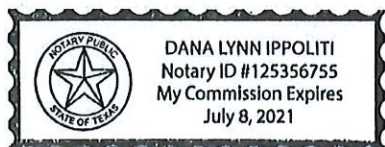
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 23rd day of April, 2018.


DEREK GOFF, Secretary & Treasurer

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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 23rd day of April, 2018.




Notary Public – State of Texas

After Recording Return To:


Dana Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, Texas 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

May 01, 2018 09:00:10 AM



FEE: \$119.00 YA

2018045883



FACILITIES RENTAL APPLICATION & AGREEMENT

***APPLICATION WILL ONLY BE ACCEPTED MONDAY- FRIDAY BETWEEN THE HOURS OF 9:00am-5:00pm.**

Date Application Received: _____ Rental Confirmed: _____

Applicant Name: _____

**Applicant must be a legal owner or lessee of residential property in Sienna, and attach acceptable proof of residence and age*

Address: _____

Home Telephone: _____ Work Telephone: _____

Mobile: _____ Fax: _____ E-Mail: _____

1st Alternate Contact Person: _____ Tel: _____

2nd Alternate Contact Person: _____ Tel: _____

Requested Date of Event: _____

**if more than one date is requested, please use reverse side for additional dates.*

Beginning Event Time: _____ Ending Event Time: _____

**All events must end by 9 PM Sunday – Thursday; 11 PM Friday and Saturday.*

Beginning Setup Time: _____ Clean Up End Time: _____ Total Event Duration: _____

**Hours listed above are included in your rental fees.*

Type of Event/Purpose: _____

Number of Guests Expected: _____ Range/Average Age of Guests: _____

FACILITIES REQUESTED: (See attached Sienna Facilities Rental Fee Schedule)

- | | |
|--|---|
| <input type="checkbox"/> Club Sienna - Sienna Room | <input type="checkbox"/> Sawmill Lake – Varney Room - A |
| <input type="checkbox"/> Club Sienna - Oak Room | <input type="checkbox"/> Sawmill Lake – Varney Room - B |
| <input type="checkbox"/> Club Sienna – Scanlan Room | <input type="checkbox"/> Sawmill Lake – Varney Room - A+B |
| <input type="checkbox"/> Club Sienna - Waters Room | <input type="checkbox"/> Sawmill Lake – Varney Room Kitchen |
| <input type="checkbox"/> Club Sienna – Club Sienna Patio | <input type="checkbox"/> Sawmill Lake – Fairchilds Room |
| <input type="checkbox"/> Club Sienna – Kitchen | <input type="checkbox"/> Sawmill Lake – Fairchilds Room Kitchen |
| <input type="checkbox"/> Club Sienna – ENTIRE BUILDING | <input type="checkbox"/> Sawmill Lake – Broad Oak Patio |
| | <input type="checkbox"/> Sawmill Lake – ENTIRE BUILDING |
| <input type="checkbox"/> Train Depot | <input type="checkbox"/> Brushy Lake Pavilion |
| <input type="checkbox"/> Amphitheater | <input type="checkbox"/> Camp Sienna Pavilion |

Please Note: The Train Depot/Park Area & Amphitheater require extra Sienna staff to check the condition of the premises at the end of an event.

WARNING: Events conducted near the lake require extra precaution by adults to closely supervise small children. Please be aware that there is no swimming allowed in the lake. Fires of any type are not permitted.

WILL FOOD AND REFRESHMENTS BE SERVED? _____ Yes _____ No

WILL ALCOHOL BE SERVED OR PRESENT? _____ Yes _____ No

WILL THERE BE ENTERTAINMENT? _____ Yes _____ No

If yes, please describe the type of entertainment:

Please list and describe any **EQUIPMENT** you plan to bring into the facility:

**Please note that equipment can not be delivered to the facility prior the rental time and must be removed at the end of the rental period. Equipment may not be brought into the facilities without advance notice to SPRAI Management. The sound level of any musical entertainment will be monitored by Sienna Management and staff person on duty during event reserves the right to regulate sound levels if deemed necessary.*

Please list and describe any **SPECIAL REQUESTS** for the event:

Security

Depending upon the time of the event, there are requirements for uniformed law enforcement officers to be on duty during the entire event, including 30 minutes prior to the beginning time and 30 minutes following the ending time. There are additional requirements for uniformed law enforcement officers depending upon the size of the group and for a group of guests primarily under 18 years of age. Applicant will be responsible for cost of security.

Number of Security Officers: _____ SECURITY HOURS: Start: _____ End: _____

CONTRACT INFORMATION

If you have any questions about the application or the Sienna Plantation Facility Rental Policies, please contact the SPRAI Recreation Rental Staff at, Sawmill Lake Recreation Center (10323 Mount Logan) between the hours of 9:00 a.m. – 5:00 p.m., Monday – Friday, , e-mail: rentals@clubsienna.com.

Events that do not conform to the requirements and standards stated in the adopted Facility Rental Policy and/or any violations by applicant and guest, will result in immediate cancellation and/or termination of the event and forfeitures of the rental amount and security deposit.

It is agreed by and between the Parties hereto that (a) the Sienna Facility Rental Policies, and (b) the Recreation Fee Schedule shall be made a part of this Agreement, and are specifically incorporated herein. Further, Applicant hereby acknowledges receipt of same, agrees, and covenants to be bound by the terms thereof, and this Agreement, with above-described attachments, represents the complete and integrated Agreement between Sienna Plantation Residential Association, Inc. and Applicant.

Applicants Signature: _____ Date: _____

*To be signed at the time Application is submitted

SPRAI Recreation Director: _____ Date: _____

Policy Name	Approved/Finalized	Revised
Facilities Rental Application & Agreement		January 23, 2017
Facilities Rental Application	January 1, 2011	



**FITNESS CENTER FACILITY POLICIES AND RULES
SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.
Revised April 23, 2018**

WHEREAS, the property encumbered by these Fitness Center Facility Policies and Rules (the "Policy") is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same may have been or 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. ("Association"); and

WHEREAS, this Policy replaces in its entirety those previously recorded Fitness Center Facility Policies and Rules, recorded under Clerk's File No. 2017010529 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, pursuant to the authority granted in Article III, Section C 1(f) of the Sixth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., as same may be amended from time to time, the Board is vested with the authority to promulgate Policies, Rules and Regulations for the Association; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations, Guidelines and/or Policies, this Policy shall control; and

WHEREAS, the Board desires to establish Policies and Rules regarding the Sienna Plantation's Fitness Center Facilities.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

POLICY STATEMENT

The Fitness Centers were developed to meet the challenging needs of today's health and fitness-conscious Sienna Plantation resident. We are pleased to offer a variety of equipment for cardiovascular, strength and flexibility training, in addition to an organized group fitness program offering a wide variety of classes. Association Management looks forward to continually enhancing the type of equipment and wellness programs offered at the Fitness Center. It is our goal to provide a clean and pleasant environment while providing exceptional customer service to our residents.

For the comfort of center patrons, the following Policies and Rules have been established and approved by the Board of Directors. The Board of Directors reserves the right to add or amend these Policies and Rules as needed.

Reference Exhibits A-D for facility-specific rules, policies and guidelines.

Policy Name	Approved/Finalized	Revised
Fitness Center Facility Policies and Rules		April 23, 2018
Fitness Center Facility Policies and Rules		January 23, 2017
Brushy Lake Fitness Center Facility Policies and Rules		January 25, 2016
Brushy Lake Fitness Center Facility Policies and Rules		August 17, 2015
Brushy Lake Fitness Center Facility Policies and Guidelines	December 2, 2008	

EXHIBIT A

BRUSHY LAKE FITNESS CENTER POLICIES AND RULES

Brushy Lake Fitness Center Hours

Monday – Friday, 5:00 a.m. – 11:00 p.m.

Saturday, 7:00 a.m. – 7:00 p.m.

Sunday, 7:00 a.m. – 7:00 p.m.

Check In/Check Out

Each resident entering the Fitness Center must check in at the front desk with a current Sienna ID Card during all regular/staffed hours. Sienna ID Cards are issued at the Association Club Sienna Office located at, 9600 Scanlan Trace. Sienna ID Cards are not transferable and may not be loaned. If a Sienna ID Card is lost, they may be replaced for a fee.

Guests

The Association issues one complimentary Guest Card to each residence annually which can be used at Sienna Plantation's community pools and the Fitness Centers. A total of 50 guest visits are included on the annual Guest Card. Additional Guest Cards may be purchased at the Association Office for a fee of \$50.

Occupants of a residence may collectively bring up to 5 guests per visit. Guests may only access facilities with a resident present.

Attire

At the Fitness Centers, we strive to create an environment that is visually pleasing, yet comfortable for all. We ask that residents use their best judgment in choices for attire at the Centers. Attire should not be overly revealing, and fabrics or accessories should not cause damage to the upholstery on fitness equipment.

Appropriate fitness attire including shirts and shoes are required at all times in the Center. During the summer, swimwear is permitted in the shared restrooms; however, they are not permitted in Fitness Centers.

Only non-marking, soft soled shoes are permitted in the group fitness classrooms. Removal of shoes for certain classes in the classrooms is acceptable.

Food & Beverages

Vending machines are provided in the lobby of the Fitness Centers for the enjoyment of residents. All food and beverage items, except water, are permitted in the lobby area only. Glass containers are not permitted.

Weight Training Room

Please adhere to a 20-minute time limit on cardio equipment when others are waiting.

Return all cardio equipment to zero speed and elevation (where applicable) after use. Never exit a treadmill with the belt still moving or step onto one with a moving belt.

Perform weightlifting exercises properly, and under control at all times. Please do not drop or slam weights.

When performing more than one set on weight equipment, please allow others to “work in” between your sets.

As a courtesy, please towel off each piece of equipment or weight bench after use and return all dumbbells, weight plates, and handles to racks after use.

Fitness Center Attendants are there to help residents if they are unfamiliar with any piece of cardio or weight equipment and will be happy to show you how to use it properly. Attendants are not, however, certified trainers and can only provide basic instructions on use.

Youth ages 14-15 are permitted to use the weight room without a parent/ guardian after they have completed an equipment training session administered by a Fitness Center staff member. Youth ages 14-15 that have not completed an equipment training session are permitted in the weight room only when under the direct supervision of parent/guardian over 21. Youth under age 14 are not permitted in the weight room.

Group Exercise Classroom

The Fitness Centers are pleased to provide a highly experienced and talented team of group exercise instructors. The group exercise schedule offers a wide variety of classes, offering something for all fitness levels and interests.

All group fitness classes require pre-registration. Registration for Jazzercise classes is done through the Jazzercise coordinators and registration for all other group fitness classes is handled through the Association’s fitness management contractor. All group fitness participants need to check in with the Fitness Center staff.

All classroom equipment must stay in the designated classroom area.

Please wait for a class in progress to officially end before entering the classroom for the next class.

If you are just beginning an exercise program or have any medical concerns, please inform your instructor prior to class.

Please follow the instructor’s direction and class format, with allowances for modifications due to physical limitations or fitness levels.

Group fitness class scheduled may be adjusted as necessary; classes may be canceled or rescheduled due to low participation.

General Club Policies

The Association has a contractual agreement with a specific company that provides a team of highly trained experts to provide healthy fitness training if a resident is interested in setting up one-on-one or in small group training sessions. Residents can obtain information regarding the scheduling of this level of training and payment for these services will be handled through the company providing the trainer services. **Instruction or training by unauthorized individuals is strictly prohibited.**

Only approved promotional materials may be displayed in any interior or exterior areas of the Centers. Private business solicitation or displaying information regarding business services or products is not permitted unless specifically approved by Association management.

All Fitness Center patrons, staff, instructors and trainers are entitled to a respectful and courteous environment – loud, offensive, abusive, profane, or bothersome behavior will result in suspension from Fitness Center use.

Residents are reminded to only bring necessary belongings into the Center and to keep these belongings in their own safekeeping. The center staff and instructors are not responsible for the loss or damage to personal property brought into the center or on the Fitness Center complex property.

The Center will maintain a Lost & Found system. Please inquire at the Front Desk if you have lost something and please provide the staff with any lost items you have found. All found items will be held for a minimum of 14 days and beyond that period, items are subject to disposal at the discretion of staff.

Any resident failing to abide by these Fitness Center Policies and Rules may be subject to suspension or termination of rights to use the center facility or programs. This decision will be at the discretion of the Board of Directors.

Smoking and alcoholic beverages are not permitted in the Fitness Center or on the grounds surrounding the Fitness Center.

Any person using the Fitness Center and its facilities must sign and have on file a release waiver. This waiver is presented for signature upon issuance of a Sienna ID Card.

EXHIBIT B

SAWMILL LAKE CLUB FITNESS CENTER POLICIES AND RULES

Sawmill Lake Club Fitness Center Hours

5:00 a.m. – 7:00 a.m. (requires ID card access)

7:00 a.m. – 9:00 p.m.

9:00 p.m. – 11:00 p.m. (requires ID card access)

Check In/Check Out

Each resident entering the Fitness Center must check in at the facility desk with a current Sienna ID Card during all regular/staffed hours. Sienna ID Cards are issued at the Association Club Sienna Office located at, 9600 Scanlan Trace. Sienna ID Cards are not transferable and may not be loaned. If a Sienna ID Card is lost, they may be replaced for a fee.

Guests

The Association issues one complimentary Guest Card to each residence annually which can be used at Sienna Plantation's community pools and the Fitness Centers. A total of 50 guest visits are included on the annual Guest Card. Additional Guest Cards may be purchased at the Association Office.

Occupants of a residence may collectively bring up to 5 guests per visit. Guests may only access facilities with a resident present.

Attire

At the Fitness Centers, we strive to create an environment that is visually pleasing, yet comfortable for all. We ask that residents use their best judgment in choices for attire at the Centers. Attire should not be overly revealing, and fabrics or accessories should not cause damage to the upholstery on fitness equipment.

Appropriate fitness attire including shirts and shoes are required at all times in the Center. Swimwear is not permitted in Fitness Center weight room or classroom.

Only non-marking, soft soled shoes are permitted in the group fitness classrooms. Removal of shoes for certain classes in the classrooms is acceptable.

Food & Beverages

Vending machines are provided in the Fitness Centers for the enjoyment of residents. Only water is permitted in the Fitness Center. Glass containers are not permitted.

Weight Training Room

Please adhere to a 20-minute time limit on cardio equipment when others are waiting.

Return all cardio equipment to zero speed and elevation (where applicable) after use. Never exit a treadmill with the belt still moving or step onto one with a moving belt.

Perform weightlifting exercises properly, and under control at all times. Please do not drop or slam weights.

When performing more than one set on weight equipment, please allow others to "work in" between your sets.

As a courtesy, please towel off each piece of equipment or weight bench after use and return all dumbbells, weight plates, and handles to racks after use.

Fitness Center Attendants are there to help residents if they are unfamiliar with any piece of cardio or weight equipment and will be happy to show you how to use it properly. Attendants are not; however, certified trainers and can only provide basic instructions on use.

Youth ages 14-15 are permitted to use the weight room without a parent/ guardian after they have completed an equipment training session administered by a Fitness Center staff member. Youth ages 14-15 that have not completed an equipment training session are permitted in the weight room only when under the direct supervision of parent/guardian over 21. Youth under age 14 are not permitted in the weight room.

Group Exercise Classroom

The Fitness Centers are pleased to provide a highly experienced and talented team of group exercise instructors. The group exercise schedule offers a wide variety of classes, offering something for all fitness levels and interests.

All group fitness classes require pre-registration. All group fitness participants need to check in with the Fitness Center staff.

All classroom equipment must stay in the designated classroom area.

Please wait for a class in progress to officially end before entering the classroom for the next class.

If you are just beginning an exercise program or have any medical concerns, please inform your instructor prior to class.

Please follow the instructor's direction and class format, with allowances for modifications due to physical limitations or fitness levels.

Group fitness class scheduled may be adjusted as necessary; classes may be canceled or rescheduled due to low participation.

General Club Policies

The Association has a contractual agreement with a specific company that provides a team of highly trained experts to provide healthy fitness training if a resident is interested in setting up one-on-one or in small group training sessions. Residents can obtain information regarding the scheduling of this level of training and payment for these services will be handled through the company providing the trainer services. **Instruction or training by unauthorized individuals is strictly prohibited.**

Only approved promotional materials may be displayed in any interior or exterior areas of the Centers. Private business solicitation or displaying information regarding business services or products is not permitted unless specifically approved by Association management.

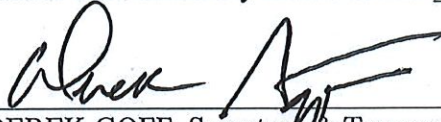
All Fitness Center patrons, staff, instructors and trainers are entitled to a respectful and courteous environment – loud, offensive, abusive, profane, or bothersome behavior will result in suspension from Fitness Center use.

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporation;

That the foregoing Fitness Center Facility Policies and Rules were duly adopted at a meeting of the Board of Directors held on the 23rd day of April, 2018, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 23rd day of April, 2018.



DEREK GOFF, Secretary & Treasurer

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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 23rd day of April, 2018.




Notary Public – State of Texas

RAC
After Recording Return To:
Dana Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, Texas 77459

9
DLI

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

May 01, 2018 09:00:10 AM



FEE: \$43.00 YA

2018045882

32



CLUB SIENNA TENNIS COMPLEX POLICIES & RULES
Sienna Plantation Residential Association, Inc.
Revised August 17, 2015

WHEREAS, the property encumbered by these Club Sienna Tennis Complex Policies and Rules (the "Policy") is 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. ("Association"); and

WHEREAS, this Policy replaces in its entirety those previously recorded Club Sienna Tennis Complex Policies and Guidelines, recorded under Clerk's File No. 2011041635 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, pursuant to the authority granted in Article III, Section C 1(f) of the Fifth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., as same may be amended from time to time, the Board is vested with the authority to promulgate Policies, Rules and Regulations for the Association; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Guidelines, Rules, Regulations and/or Policy, this Policy shall control; and

WHEREAS, the Board desires to establish Policies and Rules regarding the Club Sienna Tennis Complex.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

1. **General Use**
 - a. Play on the Club Sienna tennis courts shall be governed by the United States Tennis Association.
 - b. All Association residents who are current with annual assessments are permitted access to the Club Sienna tennis courts through a gate key system. Residents may obtain a gate/restroom key at the Association office and are required to pay a \$15 key fee (no cash is accepted). Replacement key fee is \$15.
 - c. Use of Club Sienna tennis courts is limited to Association residents and their guests. Residents must be able to provide their Sienna ID Card when using the tennis courts.
 - d. All guests must be accompanied by a resident on the court that the guest is playing and resident must be present at all times with guest.

- e. Online reservations for use of the Club Sienna tennis courts are available by going to www.siennanet.com – Recreation – Tennis. While the Association is not able to guarantee court availability through the court reservation system, using this system will help in securing a court for a preferred date and time. Court schedules from the online reservation site will be posted at the tennis courts.
- f. If all courts are in use and a resident is waiting to play, residents using the court are asked to please limit play time for single play to 1 hour and 1 & ½ hours for doubles play.
- g. No player may use consecutive court periods unless a court is open and there are no other players waiting to play.
- h. In order to protect the soft surface of the tennis courts, courts shall only be used for playing tennis. No individual chairs, tables, glass containers, bicycles, motor bikes, roller skates, skate boards, pets, etc. are permitted on the courts.
- i. Only tennis shoes and suitable tennis attire is permitted on the courts.
- j. No person other than the players and/or instructors shall be permitted within the court enclosure.
- k. The Association has the right to close court access for special events, which shall include, but not be limited to, tournaments, league play, lessons, clinics, maintenance, etc.
- l. Sienna Plantation League Programs have priority use for up to 5 courts during scheduled league play times. The remaining courts shall be used for the Association’s instructional programs and resident play. League play must be coordinated and approved through the Association. Please refer to the Association’s Tennis League & Team Policies and Guidelines for details on league play.
- m. The Association has a contractual agreement with a specific company that provides instruction and training for residents. Residents can obtain information regarding the scheduling of this instruction or training by contacting the Association and payment for these services is handled through the Association. Instruction or training involving any compensation to unauthorized individuals is prohibited.

2. Court Playing Times

- a. Club Sienna’s tennis courts are available for play daily from 6:30 a.m. – 11:00 p.m.
- b. Manual on/off light switches are located by the gates to the courts. In the event no one is waiting to play, departing players should turn off the lights and lock the courts. If restrooms have been used, the restroom doors should also be locked with the court key after each use.

3. Enforcement of Policies and Rules

All concerns related to these tennis Policies and Rules, violations thereof, or court use should be submitted to the Association Recreation Director. Communications regarding concerns or violations should include specific information regarding concern.

Policy Name	Approved/Finalized	Revised
Club Sienna Tennis Complex Policies and Rules		August 17, 2015
Club Sienna Tennis Complex Policies and Guidelines		January 24, 2011
Club Sienna Tennis Complex Policies and Guidelines		October 25, 2010
Club Sienna Tennis Complex Policies and Guidelines		August 26, 2009
Club Sienna Tennis Complex Policies and Guidelines	May 23, 2007	

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporation;

That the foregoing Club Sienna Tennis Complex Policies and Rules were duly adopted at a meeting of the Board of Directors held on the 17th day of August, 2015, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 17th day of August, 2015.


CAROLYN WILLIAMS, Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN WILLIAMS the Secretary 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 she 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 17th day of August, 2015.





Notary Public – State of Texas

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

net:
Sienna Plantation Residential
Association Inc.
9600 Scarsden Trace
Missouri City TX 77459-6143

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


Laura Richard, County Clerk
Fort Bend County, Texas
August 26, 2015 03:51:48 PM
FEE: \$19.00 SR1
MISC





SIENNA ID AND GUEST CARD POLICY
SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.
Revised April 23, 2018

WHEREAS, the property encumbered by this Sienna ID and Guest Card Policy (the "Policy") is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same may have been or 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. ("Association"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, pursuant to the authority granted in Article III, Section C 1(f) of the Sixth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., as same may be amended from time to time, the Board is vested with the authority to promulgate Policies, Rules and Regulations for the Association; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations and/or Policies regulating Sienna ID Cards and Guest Cards as set forth herein, this Policy shall control; and

WHEREAS, this Policy replaces in its entirety that previously recorded Sienna ID and Guest Card Policy recorded under Clerk's File No. 2015097233 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, the Board desires to establish a uniform and systematic procedure for the issuance and use enforcement of Sienna ID Cards and Guest Cards for use of Association facilities.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

I. PURPOSE

The Association's pools and fitness center are available for residents' use during established hours approved by the Board. Only residents and their guests may use the Association's pools and fitness center. Sienna ID Cards and Guest Cards are used to confirm residency at these facilities.

II. POLICY

A Sienna ID Card must be presented by each resident age 10 and older for entry to the pools and fitness center. A Child ID Card must be presented by each resident child age 5-9 years old. Children under age 5 are not required to have a Child ID Card and are admitted with a parent/guardian. A resident's Guest Card must be presented for guest entry with a resident – refer to Guest and Guest Card guidelines (Section III.2).

An owner's use of common properties and facilities may be suspended if the owner has delinquent account status. Refer to the *Collection Policy and Payment Plan Guidelines for Sienna Plantation Residential Association, Inc.*, recorded in the Official Public Records of Fort Bend County, Texas and available on www.siennanet.com.

III. PROCEDURES

1. Obtaining ID Cards

- a) Sienna ID Cards, Child ID Cards and Guest Cards are issued at the Association Office, 9600 Scanlan Trace, Missouri City, TX 77459.
- b) Sienna ID and Guest Cards are non-transferable and may not be loaned. Renewing ID Cards is not necessary unless a child is turning age 10. The ID Cards are proximity access cards and offer proximity technology and photo identification. Cards can be deactivated by the Association if necessary. Some facilities require presentation of the card to a staff member and some facilities require swiping the card in front of a reader.
- c) ID CARDS SHOULD BE STORED IN A SAFE PLACE, REPLACEMENT FEES APPLY (see III.h.)
- d) Residents must complete an ID Card Form to receive Sienna ID Card(s), Child ID Card(s) (for ages 5-9), and a Guest Card. In addition to the Form, residents must provide documentation of residency and a photo ID or Driver's License. Documentation of residency may be in the form of a current utility bill for the residence. If the resident has recently closed on his or her property within the last two months and is not able to provide a utility bill, a copy of the settlement statement and a photo ID or Driver's License is acceptable.
- e) The names and ages of all Occupants of a residence who will be receiving an ID Card are to be listed on the ID Card Form. Adult residents ages 21 and older residing at the property are not required to come together to be issued Sienna ID Cards, but they should all be listed on the form when initially completed and the form must be signed by an adult resident. Residents under age 21 must be with a parent or guardian to receive an ID Card, and must be listed on the form by the parent or guardian.. Only residents are eligible to receive an ID Card. Children under the age 5 who reside in the residence are not issued ID Cards and they are allowed entry to the pool with a responsible adult resident (the adult resident must have an ID Card).
- f) Each residence will receive 2 Sienna ID Cards at no charge. Each additional Sienna ID Card after the first 2 cards is \$15 per card for Occupants of the residence ages 10 and older (check or credit card only for payments/no cash). Each child residing at the residence ages 5-9 will receive a Child ID Card at no charge. Tenants leasing property must pay \$15 per Sienna ID Card and \$15 for a Guest Card (refer to item III.4. related to ID Cards and Tenants).
- g) Children turning age 10 should come to the office to have an updated photo taken and receive a new Sienna ID Card. If a residence has already received the 2 cards at no fee, 2 additional complimentary cards may be issued for the purpose of a child turning 10 and upgrading from a Child ID Card to a Sienna ID Card. Any additional Sienna ID Cards

will require a payment of \$15. Children ages 10 and older are permitted entry to the pool without a parent or guardian as long as they have a Sienna ID Card.

- h) Lost ID Cards can be replaced at the Association office. A fee of \$15 per card is charged for replacement Sienna ID Cards, \$7 for replacement Child ID Cards, and \$15 for replacement Guest Cards. The lost/replaced cards will be voided for future use.
- i) If an ID Card is not working at the proximity reader, the Association should be contacted. If a card has been lost or stolen, the Association should be contacted at 281-778-0778 to deactivate the card.

2. Guest Cards

- a) Residents may obtain a Guest Card at the Association office. One Guest Card is issued per property at no fee. Guest Cards for tenants are \$15. A Guest Card includes 50 guest visits per year and is automatically reloaded with 50 visits annually in January.
- b) One additional Guest Card may be purchased for \$50 (check or credit card only) during a 1 year period (expiring Dec. 31 of current year) and will include 50 visits. Guest Card fee is not pro-rated.
- c) A Guest Card must be presented with any guest(s) visiting a recreational facility with a resident. The resident must be in attendance during the guest's entire visit.
- d) A maximum of 5 guests will be permitted access to the facilities per each visit of a residence's Occupants. Occupants of a residence may not leave the facility to bring in 5 additional guests during the same visit nor can another Occupant use the Guest Card to bring in 5 additional guests. Children under age 2 are not counted in the guest count.
- e) Residents ages 10-21 without an adult present may only bring in 1 guest for each visit and must have a Guest Card in addition to their Sienna ID Card.
- f) **EXTENDED GUESTS** – Extended guests of a resident who resides at the same residence may purchase an Extended Guest Card for \$50. The Extended Guest Card will expire at the end of the current calendar year and will not be pro-rated. Extended full time guests residing at the property must provide documentation showing full time residency. Accepted documents can include bills, school transcripts, or other official statement type documents which show individual's name with the resident's Sienna Plantation property address. If a resident is not able to provide a document with name and address confirmation of the extended guest, a notarized letter stating that the individual is a full-time extended Occupant at the residence may be provided for documentation. A maximum of two (2) Extended Guest Cards are permitted per calendar year per residence. Refunds for Extended Guest Cards are not available. A Guest Card must be presented with any guest(s) visiting a recreational facility with a resident. The resident must be present with the guest(s).

3. Brushy Lake and Sawmill Lake Fitness Centers Use After Hours

- a) Residents may access Brushy Lake Fitness Center during staffed hours using their Sienna ID. Brushy Lake Fitness Center does not offer after hour access.
- b) Residents may access Sawmill Lake Fitness Center during both staffed and non-staffed/afterhours using their Sienna ID. Refer to Fitness Center Hours for early morning/late evening access hours. Residents should not open the side door for others to access room.

4. Residential Leases

- a) Tenants leasing property in within Sienna Plantation may obtain Sienna, Child and Guest ID Cards for the lease period of the property as noted on the lease. A copy of the current lease must be provided to obtain ID cards and must state lease period and current property owner's name. For tenants on a month-to-month lease, the Association may periodically verify that the lease is still in effect.
- b) Sienna ID and Guest Cards will only be issued to Tenant if the Association has the current alternate mailing address of the Owner on file.
- c) Each Sienna ID Card is \$15 per Occupant of a residence for ages 10 and up. Guest Cards are \$15. Child ID Cards have no fee.

- d) ID Cards issued to Tenants will be deactivated upon the lease termination date. The Tenant must provide an updated lease if the lease period is extended in order for cards to be re-activated.
- e) Either the Owner or Tenant may have ID Cards, not both.

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

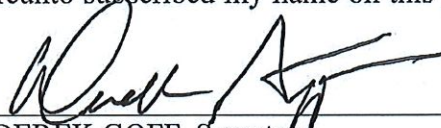
Policy Name	Approved/Finalized	Revised
Sienna ID and Guest Card Policy		April 23, 2018
Sienna ID and Guest Card Policy		August 17, 2015
Member ID Guest Card Policy		February 9, 2015
Member ID and Guest Card Policy		March 17, 2014
Member ID and Guest Card Policy		March 26, 2012
Guest Policy		May 28, 2008
Guest Policy	February 24, 2005	

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporation;

That the foregoing Sienna ID and Guest Card Policy was duly adopted at a meeting of the Board of Directors held on the 23rd day of April, 2018, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 23rd day of April, 2018.


DEREK GOFF, Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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 23rd day of April, 2018.




Notary Public – State of Texas

After Recording Return To: DAC
Dana L. Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, TX 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

May 01, 2018 09:00:10 AM




FEE: \$27.00 YA

2018045881

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 **SIENNA PLANTATION**
TM
SWIMMING POOL POLICIES & RULES
Sienna Plantation Residential Association, Inc.
Revised January 22, 2018

WHEREAS, the property encumbered by these Swimming Pool Policies and Rules (the "Policy") is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same may have been or 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. ("Association"); and

WHEREAS, this Policy replaces in its entirety those previously recorded Swimming Pool Policies and Guidelines, recorded under Clerk's File No. 2016009179 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, pursuant to the authority granted in Article III, Section C 1(f) of the Sixth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., as same may be amended from time to time, the Board is vested with the authority to promulgate Rules, Regulations, and Policies for the Association; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations, Guidelines and/or Policies, this Policy shall control; and

WHEREAS, the Board desires to establish Policies and Rules for use of the Association's Swimming Pools.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board as reflected in the attached exhibits:

Policy Name	Approved/Finalized	Revised
Swimming Pool Policies & Rules		January 22, 2018
Swimming Pool Policies & Rules		January 25, 2016
Swimming Pool Policies & Rules		August 17, 2015
Swimming Pool Policies & Guidelines		June 2, 2014
Swimming Pool Policies & Guidelines		January 20, 2014
Swimming Pool Policies & Guidelines		March 25, 2010
Swimming Pool Policies & Guidelines	April 8, 2009	

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporation;

That the foregoing Swimming Pool Policies and Rules were duly adopted at a meeting of the Board of Directors held on the 22nd day of January, 2018, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 22nd day of January, 2018.


DEREK GOFF, Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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.




Notary Public – State of Texas

After Recording Return To:
Dana L. Ippoliti
9600 Scanlan Trace
Missouri City, TX, 77459

EXHIBIT A

BRUSHY LAKE POOL RULES

- All persons using the pool and pool area do so at their own risk.
- Swimming is allowed only when a lifeguard is on duty.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Limit of 5 guests will be allowed per visit per family on a guest card. Members are responsible for the behavior of their guests and must remain at the pool with their guests at all times. Residents ages 10-21 without an adult present may only bring in 1 guest for each visit.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.
- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Patrons should immediately report to a lifeguard any incident in which a person has urinated or defecated in or around the pool, so that all necessary steps are taken to cleanse the water.
- Children under the age of 10 must be accompanied by someone 18 years of age or older.
- Alcohol, tobacco products and smoking are prohibited.
- Food and drinks are not permitted in areas designated for swimming and aquatic recreation. Food and drink are permitted in pool deck seating areas only. No glass containers.
- Lap lanes are for designated lap swimming only; swim on the right side in counter-clockwise direction. Lane ropes are not to be held or sat on.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- All pool users must vacate the pool during breaks.
- Pool may be closed or its use limited at the discretion of Pool Manager due to weather, operational difficulties, or overcrowding. Lightening or thunder will result in pool closing for 20 minutes after the last visual or audible evidence.
- Association and pool management are not responsible for loss or damage to personal property.

Playscape Rules:

- Enter at designated locations.
- No jumping or diving into the catch pool.
- Non-swimmers must be closely supervised at all times by a responsible adult.

Diving Rules:

- Divers must use the ladder to reach the diving board.
- No diving from the side of the pool

- One person at a time on the ladder and the diving board.
- Wait for the lifeguard's signal before diving.
- Each dive must be executed in one (1) bounce.
- Divers must not do inwards or back flips.
- Divers must control their dive by not diving towards the side of the pool.
- Divers must stay in a straight line from the end of the board.
- No swimming in diving areas unless the lifeguard closes the diving boards.

EXHIBIT B

CLUB SIENNA POOL RULES

- All persons using the pool and pool area do so at their own risk.
- Swimming is allowed only when a lifeguard is on duty.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Limit of 5 guests will be allowed per visit per family on a guest card. Members are responsible for the behavior of their guests and must remain at the pool with their guests at all times. Residents ages 10-21 without an adult present may only bring in 1 guest for each visit.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.
- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Patrons should immediately report to a lifeguard any incident in which a person has urinated or defecated in or around the pool, so that all necessary steps are taken to cleanse the water.
- Children under the age of 10 must be accompanied by someone 18 years of age or older.
- Alcohol, tobacco products and smoking are prohibited.
- Food and drinks are not permitted in areas designated for swimming and aquatic recreation. Food and drink are permitted in pool deck seating areas only. No glass containers.
- Lap lanes are for designated lap swimming only; swim on the right side in counter-clockwise direction. Lane ropes are not to be held or sat on.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- All pool users must vacate the pool during breaks.
- Pool may be closed or its use limited at the discretion of Pool Manager due to weather, operational difficulties, or overcrowding. Lightening or thunder will result in pool closing for 20 minutes after the last visual or audible evidence.
- Association and pool management are not responsible for loss or damage to personal property.

Slides, Playscape & Waterpark

- Metal objects, glasses, jewelry, metal snaps, watches, etc. are not allowed.
- Only one person is allowed on the slide at a time.
- Standing, stopping, and sliding head-first are not allowed.
- Do not cross in front of another slide when exiting.

Waterslide Rules (large water slides/non-playscape slides)

- Patrons must be at least 48 inches tall to use either water slide.

- To use the slide, patrons must be able to swim at least 25 yards unassisted and tread water for at least 1 minute.
- Flotation devices of any kind are not permitted on the slide.
- Goggles or swim masks are not permitted on slides unless necessary for prescriptive vision needs.
- Riders may enter the slide only when instructed by lifeguard.
- Enter, ride, and exit feet first.
- Keep hands inside the slide at all times.
- Move away from the bottom of the slide quickly and do not cross in front of the other slide's exit point.
- Exit at the nearest ladder.

Diving Rules:

- Divers must use the ladder to reach the diving board.
- No diving from the side of the pool
- One person at a time on the ladder and the diving board.
- Wait for the lifeguard's signal before diving.
- Each dive must be executed in one (1) bounce.
- Divers must not do inwards or back flips.
- Divers must control their dive by not diving towards the side of the pool.
- Divers must stay in a straight line from the end of the board.
- No swimming in diving areas unless the lifeguard closes the diving boards.

EXHIBIT C

RESORT AT SIENNA SPRINGS POOL RULES

- All persons using the pool and pool area do so at their own risk.
- Swimming is allowed only when a lifeguard is on duty.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Limit of 5 guests will be allowed per visit per family on a guest card. Members are responsible for the behavior of their guests and must remain at the pool with their guests at all times. Residents ages 10-21 without an adult present may only bring in 1 guest for each visit.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.
- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Patrons should immediately report to a lifeguard any incident in which a person has urinated or defecated in or around the pool, so that all necessary steps are taken to cleanse the water.
- Children under the age of 10 must be accompanied by someone 18 years of age or older.
- Alcohol, tobacco products and smoking are prohibited.
- Food and drinks are not permitted in areas designated for swimming and aquatic recreation. Food and drink are permitted in pool deck seating areas only. No glass containers.
- Lap lanes are for designated lap swimming only; swim on the right side in counter-clockwise direction. Lane ropes are not to be held or sat on.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- All pool users must vacate the pool during breaks.
- Pool may be closed or its use limited at the discretion of Pool Manager due to weather, operational difficulties, or overcrowding. Lightening or thunder will result in pool closing for 20 minutes after the last visual or audible evidence.
- Association and pool management are not responsible for loss or damage to personal property.

Waterslide Rules (large water slides/non-playscape slides)

- Patrons must be at least 48 inches tall to use either water slide.
- Metal objects, glasses, jewelry, metal snaps, watches, etc. are not allowed.
- Only one person is allowed on the slide at a time.
- Standing, stopping, and sliding head-first are not allowed.
- Do not cross in front of another slide when exiting.
- To use the slide, patrons must be able to swim at least 25 yards unassisted and tread water for at least 1 minute.
- Flotation devices of any kind are not permitted on the slide.
- Goggles or swim masks are not permitted on slides unless necessary for prescriptive vision needs.

- Riders may enter the slide only when instructed by lifeguard.
- Enter, ride, and exit feet first.
- Keep hands inside the slide at all times.
- Move away from the bottom of the slide quickly and do not cross in front of the other slide's exit point.
- Exit at the nearest ladder.

Lily Pad Crossing Rules:

- Only 1 person at a time may use the lily pad crossing.
- No swimming or walking in the lily pad fall zone or under the lily pads.
- Non-swimmers may be assisted across the lily pads by a responsible adult.
- No running across the lily pads.
- No diving from the lily pads.
- Swimmers must exit the lily pad area immediately after falling off and return to the line or entry pad if there is no line.
- Those waiting in line must wait behind the entry pad until the person before them has fully exited the lily pad fall zone. No pulling or tugging on the rope while waiting in line.
- Use caution – the surface of the lily pads are wet and can be slippery.

EXHIBIT D

SAWMILL LAKE CLUB POOL RULES

Lifeguard On Duty Rules

- All persons using the pool and pool area do so at their own risk.
- Swimming is allowed only when a lifeguard is on duty.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Limit of 5 guests will be allowed per visit per family on a guest card. Members are responsible for the behavior of their guests and must remain at the pool with their guests at all times. Residents ages 10-21 without an adult present may only bring in 1 guest for each visit.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.
- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Patrons should immediately report to a lifeguard any incident in which a person has urinated or defecated in or around the pool, so that all necessary steps are taken to cleanse the water.
- Children under the age of 10 must be accompanied by someone 18 years of age or older.
- All food and drinks must be kept in the designated areas. No glass containers.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- All pool users must vacate the pool during breaks.
- Pool may be closed or its use limited at the discretion of Pool Manager due to weather, operational difficulties, or overcrowding. Lightening or thunder will result in pool closing for 20 minutes after the last visual or audible evidence.
- Association and pool management are not responsible for loss or damage to personal property.

No Lifeguard On Duty Rules (seasonal):

- All persons using the pool and pool area do so at their own risk.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Residents ages 21 and up may bring up to 5 guests per each visit, must remain with their guest, and must be able to present their Member Guest Card if requested.
- Residents ages 16 - 20 may only bring 1 guest for each visit, must remain with their guest, and must be able to present their Member Guest Card if requested.
- Children under the age of 16 must be accompanied by a parent or guardian who must stay for the full duration of the child's visit.
- Pool visitors should not cause undue disturbance to other guests or adjacent homeowners.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.

- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Food and drinks are not permitted in areas designated for swimming and aquatic recreation. Food and drink are permitted in pool deck seating areas only. No glass containers.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- Association and pool management are not responsible for loss or damage to personal property.
- At the sound of thunder or the observance of lightening all users must vacate the pool and the pool deck for a period of at least 20 minutes from the last sound of thunder or observation of lightening.

EXHIBIT E

STEEP BANK POOL RULES

- All persons using the pool and pool area do so at their own risk.
- Swimming is allowed only when a lifeguard is on duty.
- Current Sienna ID Cards and Guest Cards are required for entry to the Association's pools.
- Limit of 5 guests will be allowed per visit per family on a guest card. Members are responsible for the behavior of their guests and must remain at the pool with their guests at all times. Residents ages 10-21 without an adult present may only bring in 1 guest for each visit.
- Organized groups of 12 or more (including groups of residents and guests) are required to schedule a pool/party reservation in advance (10 days in advance) with the contracted pool management company.
- Only Coast Guard approved flotation devices are allowed.
- Rafts, noodles, "Floaties/Swimmies" are not allowed unless posted.
- Only clothing manufactured with the intent of being worn for swimming may be worn in the pool.
- A non-swimmer who needs flotation devices should always be within arms' reach of a swimmer capable of keeping the non-swimmer afloat.
- Persons who are incontinent or not potty-trained must be in water-proof swim diapers while in the pool.
- Patrons should immediately report to a lifeguard any incident in which a person has urinated or defecated in or around the pool, so that all necessary steps are taken to cleanse the water.
- Children under the age of 10 must be accompanied by someone 18 years of age or older.
- Alcohol, tobacco products and smoking are prohibited.
- Food and drinks are not permitted in areas designated for swimming and aquatic recreation. Food and drink are permitted in pool deck seating areas only. No glass containers.
- Lap lanes are for designated lap swimming only; swim on the right side in counter-clockwise direction. Lane ropes are not to be held or sat on.
- Running, pushing, wrestling, dunking, excessive splashing or causing undue disturbance is prohibited.
- Association and/or pool management reserve the right to remove a resident or guest from the facility if deemed necessary.
- All pool users must vacate the pool during breaks.
- Pool may be closed or its use limited at the discretion of Pool Manager due to weather, operational difficulties, or overcrowding. Lightening or thunder will result in pool closing for 20 minutes after the last visual or audible evidence.
- Association and pool management are not responsible for loss or damage to personal property.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

January 26, 2018 01:33:55 PM

FEE: \$55.00 PG2

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POOL RENTAL POLICY
SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.
January 23, 2017

WHEREAS, the property encumbered by this Pool Rental Policy (the "Policy") is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same may have been or 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. ("Association"); and

WHEREAS, this Policy replaces in its entirety that previously recorded Pool Rental Policy, recorded under Clerk's File No. 2015097231 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein;

WHEREAS, pursuant to the authority granted in Article III, Section C 1(f) of the Sixth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., as same may be amended from time to time, the Board is vested with the authority to promulgate Policies, Rules and Regulations for the Association; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations and/or Policies, this Policy shall control; and

WHEREAS, the Board desires to establish a uniform and systematic procedure regarding pool rental.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

I. POLICY STATEMENT

Sienna Plantation is proud of its environment and facilities and is pleased to offer use and enjoyment to guests through community group reservations and rentals for private events. Sienna Plantation is also a residential community and is committed to maintaining an environment respectful of the residents' right to the quality of life our community fosters. With this in mind, Sienna has established this Policy governing reservations and rental events in order to extend the enjoyment of its facilities, while preserving the residential nature of the community.

In consideration of the rights and privileges of reservation and rental use of Sienna Plantation facilities, applicants agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants and/or guests, to be bound by the following Policy.

Sienna Plantation, Sienna Plantation Residential Association, Inc. and/or Sienna facilities shall hereinafter be referred to as 'Sienna'.

II. PROCEDURES FOR RESERVING SIENNA POOLS

Reservations and rental requests for use of Sienna pool facilities shall be coordinated through Sienna's contracted pool management company ("POOL MANAGEMENT"). For POOL MANAGEMENT contact information, residents may go to the Sienna website, www.siennanet.com or call 281-778-0778.

Reservation/rental requests are accepted a minimum of ten (10) business days/2 weeks in advance of a function. POOL MANAGEMENT will begin accepting requests in April of the current year for parties held during the period of April – September. Party reservations will only be accepted during the standard summer operating dates of each pool (reservations are not accepted for pool parties during "off season").

Applications are reviewed and approved by POOL MANAGEMENT after POOL MANAGEMENT has received confirmation from Sienna that the applicant is current with their Sienna annual assessment payment or that the applicant has entered into and is current in a payment plan with Sienna covering said annual assessment payments. POOL MANAGEMENT shall contact the applicant within ten (10) business days of receipt of an application to confirm the availability of Sienna facilities for the date and times requested, and will review the associated rental fees. Submittal of application without notification of approval from POOL MANAGEMENT does not reserve a pool party.

III. ELIGIBILITY

Facility reservations and rentals are limited to individuals residing in Sienna.

Each applicant must be a legal owner or lessee of a residential property in Sienna Plantation and must show acceptable proof of residence in Sienna.

The person signing the application must handle all transactions, inquiries and changes.

Applicant must provide the name and contact information for at least one (1) additional alternate individual as a contact for the reservation or rental.

Applicant is required to be present at the rental event and available to POOL MANAGEMENT personnel during the entire course of the event for which the applicant made a reservation.

The right of rental or use of Sienna facilities is exclusive to applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. Nor shall the use of Sienna pools be for any other purpose other than what is stated on the application.

POOL MANAGEMENT reserves the right to disapprove the application to reserve or rent the facilities based on the applicant's and/or applicant's guests' previous rental history.

Sienna pools may not be reserved or rented for commercial purposes except for the purpose of employee meetings and special events. Entry fees or tickets may not be sold for any reservation without prior approval by POOL MANAGEMENT and Sienna. Only non-profit group fundraiser type events will be permitted to charge an entry fee or tickets for entry to function.

POOL MANAGEMENT and Sienna reserve the right to disapprove applications for events that are deemed political, social, policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

Any reservation or rental agreement is revocable by POOL MANAGEMENT and Sienna at any time upon good cause.

IV. EVENT PROCEDURES & GUIDELINES

A. Hours of Use

“Open Hour” Parties: Applicants may reserve the Sienna pools for “Open Hour” Pool Parties during the standard Sienna approved operating hours (ex. during “public” pool hours). Applicants may reserve an “Open Hour” Pool Party for a maximum of 25 total guests (includes swimmer & non-swimmers) and parties can be scheduled for two (2) – four (4) hours in length for one designated pool party area only.

“After Hour” Parties: Applicants may reserve the 5 Sienna pools for “After Hour” Pool Parties after the standard Sienna approved operating hours (ex. after pools close to the public) and around the contractual use hours of Sienna’s swim teams. “After Hour” Pool Parties must be a minimum of two (2) hours in length and must end no later than 11:00 p.m. (including clean up/break down).

All facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Sienna pool facilities at the designated time shall result in forfeiture of the security deposit.

Club Sienna Pool, Brushy Lake Pool and Steepbank Pool are not available for “graduation” parties (ie kindergarten/5th grade/8th grade/12th grade pool parties, etc.).

B. Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests using Sienna pool facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Sienna Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Sienna’s premises.

Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with POOL MANAGEMENT staff or Sienna staff and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant’s agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

POOL MANAGEMENT and Sienna reserve the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

C. Occupancy Limits

A maximum number of persons permitted to occupy a particular Sienna facility is subject to the discretion of the Board.

D. Parking

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas.

Applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the pool facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

E. Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, inflatable units, and special lighting shall be permitted within Sienna pool facilities and premises without advance consent of POOL MANAGEMENT. POOL MANAGEMENT and Sienna reserves the right to prohibit outside equipment to be brought into the pool facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or staffing services. POOL MANAGEMENT and Sienna also reserve the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

The sound level of musical or sound equipment will be closely monitored by POOL MANAGEMENT personnel and personnel reserve the right to require the applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by POOL MANAGEMENT personnel can result in immediate termination of the event and deposit may be forfeited. POOL MANAGEMENT personnel and/or Sienna reserve the right to dictate (either before or during the event) what time music must be discontinued.

F. No Smoking or Glass Containers

There is a NO SMOKING POLICY (including e-cigarettes, vaping, etc.) in Sienna buildings and inside the perimeters at all Sienna pools. Glass containers are not allowed on any Sienna facility, exterior grounds, or inside the perimeters at Sienna pools.

G. Alcohol

No form of alcohol may be served, consumed, or brought into the pool area or surrounding grounds/parking lots by applicant or applicant's guests during "Open Hour" Pool Parties (parties scheduled during public hours of pool operations). Applicants reserving "After Hour" Pool Parties must disclose, at the time of application, any use of alcohol for their party. Refer to Security Guidelines on security requirements for "After Hour" Parties with alcohol present.

H. Clean Up

Applicant shall return Sienna pool facilities and its furnishings and property in the same condition as received. Before leaving the premises, applicant must clear all tables and remove all decorations and personal belongings. Chairs and tables must be returned to proper locations.

Storage of any equipment or supplies prior to function or following function is not available.

I. Understanding & Responsibility for Laws and Dedicatory Instruments

It is the applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of Sienna's Policy Statement, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

All applicants and applicant's guest are required to follow all posted pool rules.

J. Non-Conforming Events

Events that have been scheduled based on false or misleading information provided by the applicant or applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

K. Event Security (APPLICABLE TO "AFTER HOUR" POOL PARTIES ONLY)

POOL MANAGEMENT and Sienna have the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by POOL MANAGEMENT and Sienna, shall be paid for by the applicant.

Sienna has the right to require uniformed law enforcement officers for any and all events.

Cost for security, as determined by Sienna, shall be paid for by the applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of rental request. Security fees shall be included in total quote provided to applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Sienna management, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Sienna, shall be in attendance at the full duration of the event at Sienna facilities, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at

the discretion of Sienna management. All costs and payments for law enforcement officers shall be the responsibility of the applicant, and shall be controlled (including payment for) by Sienna management.

Standard Security Guidelines:

- Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty
- Any event at which the following entire pool has been rented (Brushy Lake, Steepbank), a minimum of one (1) uniformed law officer on duty.
- Any event at which the following entire pool has been rented (Club Sienna, Sawmill Lake, Sienna Springs Resort), a minimum of two (2) uniformed law officers on duty.
- Any additional requirements in respect to security officers are at the sole discretion of Sienna Plantation management.

Sienna has the right to require additional law enforcement officers, paid for by the applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

POOL MANAGEMENT and Sienna have the right to require additional law enforcement officers, paid for by the applicant, if it is determined there is an additional security need based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

L. Additional Requirements for Non-Swimmers

Groups composed of at least one (1) non-swimmer must have at least one (1) chaperon for every ten (10) guests. The Applicant shall ensure that such chaperons are proficient at swimming and lifesaving and are present throughout the duration of the event, including set up and clean up. Failure to comply shall result in termination of the event.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

M. Personal Property

POOL MANAGEMENT and Sienna is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, POOL MANAGEMENT and Sienna is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Sienna facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by POOL MANAGEMENT, Sienna or applicant, POOL MANAGEMENT or Sienna reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same

wherever and however it sees fit at the cost, expense and risk of the applicant. POOL MANAGEMENT and Sienna shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

N. Cancellations, Damages & Security Deposits

Payment for Rental Fees & Security Deposits

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to POOL MANAGEMENT at the time reservation is confirmed. Payments for all rental fees (rental, deposit and security fees) are due a minimum of ten (10) business days prior to event. Rentals not paid in full are subject to cancellation. Cash is not accepted as a form of payment.

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of POOL MANAGEMENT or Sienna management, create additional risk to the facility or furnishings, or necessitate additional custodial services, POOL MANAGEMENT or Sienna is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of Sienna which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies and other Dedicatory Instruments. An additional charge will be billed to the applicant if damages exceed the security deposit.

Applicant is required to leave Sienna facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Sienna property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Sienna for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of Sienna which is damaged, destroyed, misplaced or stolen, by applicant, participants or guests.

Return of Security Deposit

If applicant gives notice of cancellation of a reservation to POOL MANAGEMENT no later than 48 hours prior to the scheduled event, there will be no cancellation fees. In the event of inclement weather and a decision is made a minimum of 24 hours prior to the party beginning, POOL MANAGEMENT will work with applicant to reschedule the event for the next available date. If the party begins and must cancel early due to weather, POOL MANAGEMENT will refund the applicant's fees for unused party hours.

Return of the security deposit may take up to but not to exceed thirty (30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to applicant by mail in the form in which they were paid. Deposits issued in the form of a check will be distributed to the renter within approximately four-to-six weeks after the function. Deposits distributed in the form of a credit card reimbursement will be issued to the renter within approximately 7-10 days after the function.

O. Unavailable Rental Dates

Sienna pool facilities are not available for pool rental reservations on the following dates:
1st Operational Weekend of Swim Season, Memorial Day Weekend & Memorial Day, July 4th Weekend & July 4th, Labor Day Weekend

V. LIABILITY INSURANCE AND INDEMNIFICATION

POOL MANAGEMENT and Sienna reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the property of Sienna.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., THE SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, THE SIENNA PLANTATION COMMUNITY ASSOCIATION, INC., , SIENNA/JOHNSON DEVELOPMENT, L.P., TOLL-GTIS PROPERTY OWNER, LLC., POOL MANAGEMENT., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF

THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF SIENNA PLANTATION COMMUNITY FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST.

VI. CONTACT INFORMATION

For further information or clarification of the Pool Rental Policy, please contact the Sienna Director of Recreation at 10201 Mount Logan , Missouri City, TX 77459, Telephone 281-778-0778.

VII. POOL RENTAL FEES – refer to Recreation Fee Schedule.


Policy Name	Approved/Finalized	Revised
Pool Rental Policy		January 23, 2017
Pool Rental Policy		August 17, 2015
Pool Rental Policy		January 28, 2013
Pool Rental Rules & Regulations	April 10, 2007	

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Sienna Plantation Residential Association Inc., a Texas non-profit corporation;

That the foregoing Pool Rental Policy was duly adopted at a meeting of the Board of Directors held on the 23rd day of January, 2017, at which a quorum was present.

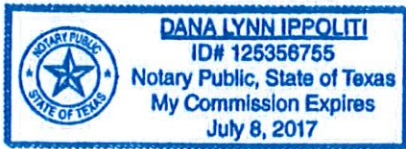
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 23rd day of January, 2017.


DEREK GOFF, Secretary & Treasurer

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared DEREK GOFF the Secretary 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 she 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 23rd day of January, 2017.




Notary Public – State of Texas

After Recording Return To:
Dana Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, Texas 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Laura Richard, County Clerk
Fort Bend County, Texas

January 30, 2017 01:18:38 PM

FEE: \$47.00 DP2
RESTRICT

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RECREATION FACILITY RENTAL FEE SCHEDULE

The following Recreation Facility Rental Fee schedule provides the fees associated with renting an Association facility at the Club Sienna, Brushy Lake and Sawmill Lake Club locations. The Association's Facility Rental policy references these rental fees and that policy details all the rules and regulations for facility rentals.

ROOM / BUILDING RENTALS:

OAK ROOM @ Club Sienna (Maximum 15 People)

Rental Fee (3 hour min)	\$80.00
Hourly Rate (over 3 hours)	\$32.00
Deposit	\$200.00

SIENNA ROOM @ Club Sienna (Maximum 60 people)

Rental Fee (3 hour min)	\$150.00
Hourly Fee (over 3 hours)	\$60.00
Deposit	\$200.00
Security Fee (if necessary)	\$40.00 Per Hour/ Per Officer (min. 4 hrs)

BACK PORCH/PATIO @ Club Sienna (Maximum 25 people)

Rental Fee (3 hour min)	\$ 75.00
Hourly Fee (over 3 hours)	\$ 30.00
Deposit	\$ 200.00
Security Fee (if necessary)	\$ 40.00 Per Hour/ Per Officer (min. 4 hrs)

SIENNA ROOM, OAK ROOM, BACK PORCH/PATIO @ Club Sienna
(Maximum 100 people)

Rental Fee (3 hour min)	\$ 250.00
Hourly Fee (over 3 hours)	\$ 100.00
Deposit	\$ 500.00
Security Fee (if necessary)	\$ 40.00 Per Hour/ Per Officer (min. 4 hrs)



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VARNEY ROOM – A @ Sawmill Lake Club (Max 60 people)

Rental Fee (3 hour min)	\$180.00
Hourly Fee (over 3 hours)	\$72.00
Deposit	\$200.00

VARNEY ROOM – B @ Sawmill Lake Club (Max 40 people)

Rental Fee (3 hour min)	\$120.00
Hourly Fee (over 3 hours)	\$48.00
Deposit	\$200.00
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

VARNEY ROOM A+B @ Sawmill Lake Club (Max 100 people)

Rental Fee (3 hour min)	\$240.00
Hourly Fee (over 3 hours)	\$96.00
Deposit	\$200.00
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

FAIRCHILDS ROOM @ Sawmill Lake Club (Max 50 people)

Rental Fee (3 hour min)	\$90.00
Hourly Fee (over 3 hours)	\$36.00
Deposit	\$100.00
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

BROAD OAK PATIO @ Sawmill Lake Club (Maximum 50 people)

Rental Fee (3 hour min)	\$120.00
Hourly Fee (over 3 hours)	\$48.00
Deposit	\$200.00
Security Fee (if necessary)	\$40.00 Per Hour/ Per Officer (min. 4 hrs)

VARNEY ROOM, BROAD OAK PATIO & FAIRCHILDS ROOM @ Sawmill Lake Club
(Maximum 200 people)

Rental Fee (3 hour min)	\$400.00
Hourly Fee (over 3 hours)	\$160.00
Deposit	\$500.00
Security Fee (if necessary)	\$40.00 Per Hour/ Per Officer (min. 4 hrs)

AMPHITHEATER / PAVLILION / POOL RENTALS:

AMPHITHEATER

Rental Fee (3 hour minimum)	\$500.00
Hourly Fee (over 3 hours)	\$200.00
Deposit	\$500.00
Staff Charge	\$25.00 Per Staff/ Per Hour
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

BRUSHY LAKE / CAMP SIENNA PAVILION / TRAIN DEPOT PAVILIONS
(Max 60 people each)

Rental Fee (3 hour min)	\$60.00
Hourly Fee (over 3 hours)	\$24.00
Deposit	\$100.00
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

CLUB SIENNA / SAWMILL LAKE CLUB / BRUSHY LAKE/ RESORT / STEEP BANK POOL

"Open Hour" Party Fee (for 2 hours)	\$80.00
"After Hour" Party Fee	\$25.00 per hour/per lifeguard*
"After Hour" Party Facility Fee	\$50.00 (made payable to SPRAI)
"After Hour" Party Admin Fee	\$25.00
"After Hour" Party Deposit	\$400.00
Security Fee (if necessary)	\$40.00 Per Officer/Per Hour (min. 4 hrs)

**required number of lifeguards varies by pool and attendance*

Policy Name	Approved/Finalized	Revised
Recreation Facility Rental Fee Schedule		May 24, 2017
Recreation Facility Rental Fee Schedule		March 27, 2017
Recreation Facility Rental Fee Schedule	January 23, 2017	

CERTIFICATION

I, the undersigned, do hereby certify:

I am the duly elected and acting Secretary of Sienna Plantation Residential Association, Inc., a Texas non-profit corporation. The Recreation Facility Rental Fee Schedule was duly adopted by resolution of the Board of Directors, on the 24th day of May, 2017.

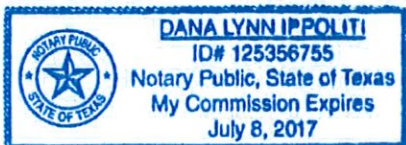
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 24th day of May, 2017.

By: [Signature]
Print Name: Derek Goff
Title: Secretary & Treasurer

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Derek Goff, the Secretary & Treasurer of Sienna Plantation Residential Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24th day of May, 2017.



[Signature: Dana Ippoliti]
Notary Public – State of Texas

After Recording Return To:
Dana Ippoliti
9600 Scanlan Trace
Missouri City, TX 77459

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

[Signature: Laura Richard]

Laura Richard, County Clerk
Fort Bend County, Texas

June 21, 2017 02:33:18 PM

FEE: \$23.00 PG1
MISC

2017068344



RETURNED AT COUNTER TO:

Dana Ippoliti

9600 Scanlan trace

Missouri City TX 77459

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

May 09, 2018 10:23:03 AM

FEE: \$327.00 YA

2018049713

