



**COLLECTION, BOARD HEARING AND PAYMENT PLAN POLICY
SIENNA COMMUNITY ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Collection, Board Hearing and Payment Plan Policy (“**Policy**”) replaces in its entirety that Collection Policy and Payment Plan Guidelines for Sienna Plantation Community Association, Inc. recorded under Clerk’s File Number 2021144210 in the Official Public Records of Fort Bend County, Texas.

ARTICLE I. PURPOSE

The Purpose of this Policy is to establish a systematic procedure for (a) the collection of Assessments and other charges of the Association, (b) Board hearings related to same, and (c) identifying the guidelines under which Owners may request an alternative payment schedule for certain Assessments.

ARTICLE II. APPLICABILITY AND AUTHORITY

This Policy pertains to the following entity and encumbers that property restricted by the Covenant (defined below):

1. Sienna Plantation Community Association, Inc., sometimes doing business as Sienna Community Association (“**SCA**”) as referenced in the Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), filed under Clerk’s File No. 2019035843 in the Official Public Records of Fort Bend County, Texas (“**Covenant**”), as same has been or may be amended from time to time and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the SCA.

Reference is hereby made to the Covenant for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Covenant, unless otherwise specified herein.

SCA is authorized by the Documents to adopt policies, rules and guidelines pertaining to the Development. In the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing collection, board hearings related thereto and payment plan guidelines, this Policy will control.

ARTICLE III. COLLECTION POLICY AND BOARD HEARINGS

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget in advance for each calendar year of SCA covering the estimated costs of operation of SCA during each calendar year.

2. NOTICE

SCA shall in good faith attempt to cause SCA's budget and notice of all Assessments (defined hereinafter) to be levied against each Lot for the following year to be delivered to each Owner at least thirty days prior to the end of each calendar year. An Owner shall not escape liability or be entitled to a deferral of interest, late fees, fines or collection costs with regard to delinquent Assessments on the basis of such Owner's failure to receive notice, if such notice was sent via regular mail and/or via certified mail return receipt requested to the most recent address of the Owner according to the records of SCA. Each Owner shall have the obligation to notify SCA in writing of any change in address which shall become effective five (5) days after written notice has been received.

3. DUE DATE

All Assessments are due in advance and all Assessments and other charges are due and payable to SCA on January 1st of each year or as otherwise determined by the Board. All Assessments and other charges due to SCA and not paid in full by 5:00 p.m. on January 31st (or as otherwise determined by the Board) shall be delinquent. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due. Payments are considered received by SCA on the actual date that the payment is received by SCA, rather than the date listed on any check, money order or other payment type or postmarked date on the envelope transmitting payment.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Article IV herein.

4. INTEREST

All delinquent Assessments shall incur a charge of interest at the rate of ten percent (10%) interest per annum from the delinquency date of January 31st (or as otherwise determined by the Board) until the delinquent Assessments are paid in full.

5. LATE FEES

All accounts with a balance of at least fifty dollars (\$50.00) shall incur a late fee of thirty dollars (\$30.00) per month beginning on the last day of February and continuing in any month that there is a balance on the account until the delinquent balance is paid in full.

6. DELINQUENCY NOTIFICATION

SCA may cause to be sent the following notification(s) to delinquent Owners:

- (a) PAST DUE NOTICE: In the event that any Assessment account balance remains unpaid thirty (30) days from the due date, a "**Past Due Notice**" may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the Owner is automatically entered into a Payment Plan as set forth in Article IV of this Policy. In addition to the late fee provided for in Article III, Section 5 of this Policy, a charge of twenty-five dollars (\$25.00) per month may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.

(b) FINAL 209 NOTICE: In the event the entire Assessment account balance, including any late fees, interest, self-help charges, and/or deed restriction violation fines, is not paid in full by the date specified in the Past Due Notice, or there is a default on the Payment Plan, a “**Final 209 Notice**” may be sent via certified mail. The Final 209 Notice may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner’s last known address as shown on SCA’s records, as well as by any other method that the Board determines that the Final 209 Notice may be received by the Owner. A charge of eighty dollars (\$80.00) will be added to each Owner’s delinquent Assessment account for the administrative and postage costs related to the Final 209 Notice. The Final 209 Notice will set forth the following information and results of failure to pay, including an explanation of:

- (1) AMOUNTS DUE: All delinquent Assessments, interest and other amounts due and the total amount of the payment required to make the account current.
- (2) OPTIONS: If the Owner has a right to a Payment Plan, as set forth below, the options the Owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a payment plan through SCA.
- (3) PERIOD TO CURE: A period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken.
- (4) HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by SCA not more than thirty (30) days from the date the Final 209 Notice is mailed to the Owner.

If a hearing is requested within thirty (30) days from the date the Final 209 Notice is mailed to the Owner, further collection procedures are suspended until the hearing process is completed and the period to cure has expired.

(5) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within 30 days from the date the Final 209 Notice is mailed to the Owner, the Owner’s use of common properties and facilities may be suspended once the owner’s period to cure has expired.

- (6) MILITARY NOTICE: If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

(c) TURNOVER TO COLLECTION AGENT/ATTORNEY: If a hearing is not requested within thirty (30) days from the date the Final 209 Notice is mailed to the Owner, member privileges will be suspended, the account may be sent to a collection agent and/or SCA’s attorney for collection and any fees and expenses will be charged once the Owner’s period to cure has expired.

7. BOARD HEARING

In the event an Owner requests a Board hearing pursuant to this Policy, the following rules will apply:

- (a) Timing of Board Hearing: The Board hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board hearing may be scheduled outside of these parameters by agreement of the parties.
- (b) Notice of Board Hearing: The Board shall provide the date, time, and place of the Board hearing to the Owner not later than ten (10) days before the date of the Board hearing (the "Notice"). The Board hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board hearing shall be the "place" of the Board hearing for purposes of the Notice.
- 1) The Board shall include with the Notice a packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board hearing (the "Hearing Packet").
 - 2) If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board hearing.
- (c) Owner's Evidence: Owners are expected to provide a list of anticipated participants (including but not limited to witnesses and Owner representatives) and copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than five (5) days before the Board hearing.
- (d) Hearing Procedure:
- 1) During the Board hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner, the Owner's designated representative or any witnesses.
 - 2) Either party may make an audio recording of the hearing.
 - 3) All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.
- (e) Ruling: The Board is not required to deliberate or reach a determination during the Board hearing. Rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.
- (f) Time Limit: Unless otherwise determined by the Board at the Board's sole discretion, Board hearings will be limited to no more than fifteen (15) minutes.

(g) Number of Hearings: Upon receipt of a Final 209 Notice as set forth in this Policy, Owners are entitled to request only one (1) Board hearing as it relates to the violations set forth in the Final 209 Notice, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

(h) Alternative Dispute Resolution: In accordance with Section 209.007(e) of the Texas Property Code, an Owner or the Board may use alternative dispute resolution services.

8. REFERRAL OF ACCOUNT TO SCA'S ATTORNEY

Upon referral of the account to SCA's attorney, the attorney is authorized to take whatever action is necessary, in consultation with SCA, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting a judicial or an expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect SCA's interests.

As a prerequisite to foreclosure of SCA's lien, either SCA's attorney or SCA will send notification via certified mail to any other holder of a lien of record on the Owner's property whose lien is inferior or subordinate to SCA's lien as evidenced by a deed of trust. The notification may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the sixty-first (61st) day after the day the notice is mailed.

In the event SCA has determined to foreclose its lien provided in the Covenant, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

9. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to SCA's attorney so that SCA's interests may be protected.

10. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Covenant or Texas law shall require SCA to take any of the specific actions contained herein. SCA shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

11. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

ARTICLE IV. PAYMENT PLAN

1. PAYMENT PLAN SCHEDULE

SCA hereby establishes a Payment Plan schedule by which an Owner may make partial payments to SCA for delinquent Assessments and any other amount owed to SCA without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Schedule is as follows:

- (a) For those Assessments that become delinquent on the 1st day of February, the entire Assessment balance along with interest and administrative costs shall then be due and payable in three (3) payments;
- (b) The due dates for the Payment Plan will be February 28th, March 31st, and April 30th;
- (c) An Owner, upon written request, may request a longer period of time for a Payment Plan;
- (d) Failure to pay any installment under the Payment Plan shall be considered a default of the Payment Plan;
- (e) SCA is not required to enter into a Payment Plan with an Owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the Owner's default under a previous Payment Plan;
- (f) SCA is not required to offer a Payment Plan to an Owner after the 30 day period to cure the delinquency has expired;
- (g) SCA is not required to allow an Owner to enter into a payment plan more than once in any 12-month period.

2. APPLICATION OF PAYMENTS

- (a) Except as provided in subsection (b) immediately below, a payment received by SCA shall be applied in the following order of priority:
 - (1) Any delinquent Assessment;
 - (2) Any current Assessment;
 - (3) Reasonable attorney's fees or reasonable third party collection costs incurred by SCA associated solely with Assessments or other charge that can be the basis of foreclosure;
 - (4) Reasonable attorney's fees not subject to "3" above;
 - (5) Reasonable fines;
 - (6) Any other reasonable amount owed to SCA.
- (b) If/when an Owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and SCA may begin further collection action as set out above in Article III or any other action SCA considers reasonable. Any payment(s) received by SCA after such default shall be applied in the following order of priority:
 - (1) Reasonable costs (including but not limited to Final 209 Notice charges, self-help charges, and/or any out-of-pocket expenses of SCA);
 - (2) Reasonable attorney fees;
 - (3) Interest;
 - (4) Late Fees;
 - (5) Delinquent Assessments
 - (6) Current Assessments;
 - (7) Any other amounts owed SCA;
 - (8) Reasonable fines.

As to each category identified in this subsection (b), payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an Owner's account does not constitute a waiver of SCA's right to collect the full outstanding balance due on said Owner's account.

Policy Name	Approved/Finalized	Revised
Collection, Board Hearing and Payment Plan Policy		October 18, 2022
Collection, Board Hearing and Payment Plan Policy		July 28, 2021
Collection Policy and Payment Plan Guidelines (separate from Community Manual)		October 21, 2020
Collection Policy and Payment Plan Guidelines (separate from Community Manual)		May 26, 2020
Collection Policy and Payment Plan Guidelines (separate from Community Manual)		February 16, 2018
Collection Policy and Payment Plan Guidelines (separate from Community Manual)		October 18, 2017
Collection Policy and Payment Plan Guidelines (separate from Community Manual)		October 23, 2015
Collection Policy and Payment Plan Guidelines (as part of Community Manual)	January 28, 2015	

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

SIENNA COMMUNITY ASSOCIATION/TOLL-GTIS PROPERTY OWNER, LLC

I hereby certify that, as President of the Sienna Plantation Community Association, Inc., the foregoing Policy was approved on the 18th day of October, 2022, at a meeting of the Board of Directors at which a quorum was present.

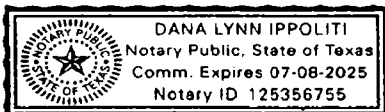
DATED, this the 18th day of October, 2022.

By: Jimmie F. Jenkins
Print Name: Jimmie F. Jenkins
Title: President

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Jimmie F. Jenkins the President of 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 October, 2022.



Dana Lppoliti
Notary Public – State of Texas

APPROVED, this the 18th day of October, 2022.

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

By: Jimmie F. Jenkins
Printed Name: Jimmie F. Jenkins
Title: Authorized Representative

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

This instrument was acknowledged before me this 18th day of October, 2022, by Jimmie F. Jenkins, Authorized Rep of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

Dana Lppoliti
Notary Public – State of Texas

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

