

2022075321
ELECTRONICALLY RECORDED
Official Public Records
6/3/2022 9:25 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 30 Fee: \$ 132.00



**EIGHTH AMENDED AND RESTATED BYLAWS
OF THE
SIENNA RESIDENTIAL ASSOCIATION**

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

Copyright © 2022 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. These Bylaws may be used only in connection with Sienna and the operation of the Sienna Residential Association.

TABLE OF CONTENTS

ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	4
A. NAME.....	4
B. PRINCIPAL OFFICE.....	4
C. DEFINITIONS.....	4
D. PROPERTY.....	5
ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES.....	5
A. MEMBERSHIP.....	5
B. PLACE OF MEETINGS.....	5
C. ANNUAL MEETINGS.....	5
D. SPECIAL MEETINGS.....	5
E. NOTICE OF MEETINGS.....	5
F. WAIVER OF NOTICE.....	6
G. ADJOURNMENT OF MEETINGS.....	6
H. VOTING.....	7
I. MAJORITY.....	7
J. QUORUM.....	8
K. CONDUCT OF MEETINGS.....	8
L. PROXIES AND ABSENTEE BALLOTS.....	8
ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	9
A. COMPOSITION AND SELECTION.....	9
<i>Section 1. Governing Body: Composition.....</i>	<i>9</i>
<i>Section 2. Number of Directors.....</i>	<i>10</i>
<i>Section 3. Appointment and Election of Directors.....</i>	<i>10</i>
<i>Section 4. Nomination of Directors.....</i>	<i>11</i>
<i>Section 5. Removal of Directors and Vacancies.....</i>	<i>12</i>
<i>Section 6. Right To Disapprove Actions.....</i>	<i>12</i>
<i>Section 7. Election by Acclamation.....</i>	<i>13</i>
B. MEETINGS.....	13
<i>Section 1. Organizational Meetings.....</i>	<i>13</i>
<i>Section 2. Regular Meetings.....</i>	<i>13</i>
<i>Section 3. Notice of Meetings.....</i>	<i>14</i>
<i>Section 4. Special Meetings.....</i>	<i>16</i>
<i>Section 5. Waiver of Notice.....</i>	<i>16</i>
<i>Section 6. Quorum of Board of Directors.....</i>	<i>16</i>
<i>Section 7. Compensation.....</i>	<i>16</i>
<i>Section 8. Conduct of Meetings.....</i>	<i>17</i>
<i>Section 9. Open Meetings.....</i>	<i>17</i>
<i>Section 10. Executive Session.....</i>	<i>17</i>
C. POWERS.....	17
<i>Section 1. Powers.....</i>	<i>17</i>
<i>Section 2. Management.....</i>	<i>19</i>
<i>Section 3. Accounts and Reports.....</i>	<i>20</i>
<i>Section 4. Borrowing.....</i>	<i>21</i>
<i>Section 5. Rights of the Association.....</i>	<i>21</i>
<i>Section 6. Enforcement.....</i>	<i>21</i>
ARTICLE IV. OFFICERS	23
A. OFFICERS.....	23
B. ELECTION, TERM OF OFFICE AND VACANCIES.....	23
C. REMOVAL.....	23
D. POWERS AND DUTIES.....	23
E. RESIGNATION.....	23
F. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC.....	24

ARTICLE V. COMMITTEES24

A. COMMITTEES IN GENERAL.24

B. RESIDENTIAL REVIEW COMMITTEE.....24

Section 1. RRC Turnover24

Section 2. Board Hearing after RRC Turnover.....24

ARTICLE VI. MISCELLANEOUS.....25

A. FISCAL YEAR.25

B. PARLIAMENTARY RULES.....25

C. CONFLICTS.....25

D. BOOKS AND RECORDS.....25

E. NOTICES.....26

F. AMENDMENT.26

G. INDEMNITY.26

H. BUSINESS JUDGMENT RULE.27

I. OWNER CONFLICT.....28

J. APPLICATION OF PAYMENTS.28

K. DISSOLUTION/WINDING UP TERMINATION.28

L. JURISDICTION AND VENUE29

EIGHTH AMENDED AND RESTATED BYLAWS OF
SIENNA RESIDENTIAL ASSOCIATION

Pursuant to the authority contained in the Articles of Incorporation of Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association (“Association”), the Board of Directors (the “Board”) of the Association has the authority to alter, amend or repeal the Bylaws of Association.

WHEREAS, the Seventh Amended and Restated Bylaws are recorded under Clerk’s File Number 2021144169 in the Official Public Records of Fort Bend County, Texas (the “Seventh Amended and Restated Bylaws”); and

WHEREAS, the Board has determined that it is necessary and beneficial to amend and restate the Seventh Amended and Restated Bylaws and these Eighth Amended and Restated Bylaws shall be referred to herein as the “Bylaws”.

NOW THEREFORE, these Eighth Amended and Restated Bylaws have been adopted by an affirmative vote of at least a majority of the Board and hereafter replace in their entirety the Seventh Amended and Restated Bylaws.

Article I. Name, Principal Office, and Definitions

A. Name.

The name of the Association is Sienna Plantation Residential Association, Inc. (hereinafter sometimes referred to as the "Association").

B. Principal Office.

The principal office of the Association shall be located in Harris or Fort Bend County, Texas.

C. Definitions.

The words used in these Bylaws which are not defined herein shall have the same meanings as set forth in 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 Number 2012104699 (the “Declaration”), as same may be amended and/or supplemented from time to time.

“Member in Good Standing” shall mean a Member (a) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice of a hearing to be held by the Association or its designated

committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (e) who has not failed to pay any fine levied against the Member and/or the Member's Property pursuant to the Dedicatory Instruments, and (f) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Residence does not qualify as a Member in Good Standing, then no Occupant of such Residence will be considered a Member in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.

D. Property

The property affected by these Bylaws is the Property made subject to the Declaration, and any other property which is subsequently annexed and made subject to the authority of the Association.

Article II. Association: Membership, Meetings, Quorum, Voting, Proxies

A. Membership.

The Association shall initially have two (2) classes of membership, Class A and Class B (hereinafter referred to as Class A Membership and Class B Membership, where applicable), as more fully set forth in the Declaration and specifically incorporated herein by reference.

B. Place of Meetings.

Meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place and time as may be designated by the Board.

C. Annual Meetings.

Regular annual meetings shall be set by the Board.

D. Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Members of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least twenty percent (20%) of the total Class A votes of the Association or the Declarant. The notice of any special meeting shall state the date, time, place and subject matter of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

E. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, fax or other electronic media, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a general description of the topics or issues to be discussed.

For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. Personal delivery is considered delivered when left with an Owner or someone who resides in their home or works in their place of business. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

Notwithstanding anything contained herein to the contrary, the Association may use an alternative method that may be used to provide notice to Owners provided that the Owner to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is first given.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Members at his or her address as it appears on the records of the Association, with postage thereon prepaid. One notice, addressed to multiple Members at the same address, shall suffice if more than one (1) Member resides at any address. Additionally, notice may be effected by publication in a newspaper of general circulation in the community, the community newsletter, by electronic means, such as but not limited to E-mail and/or notice in person.

F. Waiver of Notice.

Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Further, casting a vote by any means authorized in these Bylaws, by a Member on any issue to be voted upon at the meeting shall be deemed a waiver by such Member of notice of the meeting. Attendance at a meeting shall also be deemed waiver of notice of all business transacted thereat unless an objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

G. Adjournment of Meetings.

If any meeting of the Members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such

meeting, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) nor more than sixty (60) days from the time the original meeting was called. The required quorum at the reconvened meeting shall consist of those Members who attend the reconvened meeting. At the reconvened meeting any business that might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Members in the manner prescribed for regular meetings.

H. Voting.

The voting rights of the Members shall be as set forth in the Declaration and such voting rights provisions are specifically incorporated herein. Each Member may vote in person or by proxy appointed by instrument in writing and subscribed by the Member or by the duly authorized attorney of such Member. The Association is not required to provide an Owner with more than one voting method; provided however that an Owner must be permitted to vote by absentee ballot or proxy. Members may vote by any one, or more, of the following methods as may be established in a Policy adopted by the Board: (1) in person, (2) by mail ballot, (3) by proxy, (4) by any electronic means, or (5) other process approved by the Board of the Association. Facsimile proxies shall be valid. Electronic voting and/or voting by secret ballot shall be valid pursuant to Policies promulgated by the Board. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. At all meetings of Members, all questions, except those the manner of which is otherwise expressly governed by statute, the Articles of Incorporation of the Association or by the Bylaws, shall be decided by the vote of a plurality of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. Each ballot must be signed by the Member voting or by his proxy. At the option of the Board, any vote may be taken by absentee or electronic ballot, or any combination of absentee or electronic ballot, proxy or in person.

Votes cast by Members must be in writing signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of a Dedicatory Instrument, (iv) on a proposed increase in the amount of Assessment or proposed adoption of a Special Assessment, or (v) on the proposed removal of a Board member.

An absentee or electronic ballot may be counted toward a quorum of Members present (as if in attendance at a meeting) (1) for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that purpose; and (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

I. Majority.

As used in these Bylaws, the term "majority" shall mean those votes, Members, or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

J. Quorum.

Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by proxy, or by any electronic means approved by the Board, of Members representing ten percent (10%) of the votes of each Class of the Members shall constitute a quorum at all meetings of the Association. In the event that a quorum is not achieved at the originally noticed meeting, the meeting may be reconvened and the number of Members present, in person or by proxy, at the reconvened meeting shall constitute a quorum. At the reconvened meeting, any business that might have been transacted at the meeting originally called may be transacted at the reconvened meeting. The Members present at the first called meeting where a quorum is not present, may adjourn the meeting to a time not less than ten (10) nor more than sixty (60) days from the time the original meeting was called and no additional notice shall be required. All votes cast by Members prior to the first called meeting by proxy, or by any technological means authorized by the Board, on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting, provided that a Member who cast a vote on an issue by proxy or by any technological means authorized by the Board may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting. A Member may change his vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any technological means for voting authorized by the Board. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. If the time and date for the reconvened meeting is announced during the originally called meeting that failed to meet a quorum then no further notice is required for the reconvened meeting.

Notwithstanding anything contained herein to the contrary, the presence in person, by proxy, or by any electronic means approved by the Board, of Members representing twenty-five percent (25%) of the votes of each Class of the Members shall constitute a quorum for a meeting at which a vote is to be taken to amend the Articles of Incorporation. If any such meeting is adjourned and reconvened, the quorum requirement shall not be reduced below twenty-five percent (25%) of the votes of each Class of the Members at the subsequently reconvened meeting.

K. Conduct of Meetings.

The President, or his/her designee, shall preside over all meetings of the Association, and the Secretary, or his/her designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

L. Proxies and Absentee Ballots

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting or notice of election. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared

incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the latest date shall be valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time if specified in the notice of meeting, shall not be valid.

The Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by absentee ballot that is delivered or mailed to the Association or transmitted to the Association by facsimile or by electronic communication over the Internet or the Association network. To be valid, any vote cast by a Member by any of the alternative means must be received by the Association by the date and time specified in the notice of meeting or notice of election or, if no date and time is specified in the notice of meeting, by midnight of the day before the date of the scheduled meeting. The mechanism for voting by electronic communication must provide a sufficient method of identifying the Member and verifying the Member's vote, and for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. The Board shall have the authority to adopt an electronic voting policy. Any requirement imposed by the Articles of Incorporation, these Bylaws, a duly adopted Board policy, or by applicable law for a signature on any such absentee ballot may also be satisfied by a digital signature meeting the requirements of such documents or applicable law.

Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

Article III. Board of Directors: Number, Powers, Meetings

This Article may not be amended without the express, written consent of the Declarant as long as the Class B Membership exists.

A. Composition and Selection.

Section 1. Governing Body: Composition.

The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. Directors may be elected at or prior to a meeting of the Members, as determined by the Board. With the exception of the Declarant, not more than one (1) representative of a corporation or other entity may serve on the Board at any given time. Notwithstanding anything contained herein to the contrary, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime of moral turpitude not more than 20 years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board and is automatically considered removed from the Board, and prohibited from future service on the Board.

All directors elected by the Members must be Owners and in the case of a Member that is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

After Class B Membership ceases to exist, at least two-thirds of the directors must reside in the Subdivision.

Section 2. Number of Directors.

The number of directors in the Association shall be not less than three (3). The Board may increase the number of directors by a resolution of the Board. After Class "B" Membership ceases, the elected directors must be Members of the Association.

The number of directors may be increased or decreased within the parameters set forth above by consent of eighty percent (80%) of the directors, without the approval of the Members. A decrease in the number of directors elected by the Class A Members may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors to be elected by the Class A Members, shall be effectuated at the next annual or special meeting of the Members where the increased positions on the Board shall be filled by a vote of the Members as provided herein for the election of directors, and further provided that the staggering of terms be sustained in a manner similar to that set forth in these Bylaws.

Section 3. Appointment and Election of Directors.

(a) Pursuant to Texas Property Code §209.00591 and the Dedicatory Instruments governing the Property, one-third of the Board members were duly elected by the Members in November of 2012.

Declarant shall retain the authority to appoint two-thirds (2/3) of the members of the Board until such time as Declarant no longer owns any portion of the Property, or such right is relinquished by the Declarant as evidenced by an instrument recorded in the Real Property Records of Fort Bend County, Texas, whichever occurs first.

(b) At or before the first annual meeting of the Members after the expiration of the Declarant's authority to appoint two-thirds (2/3) of the members of the Board, the Members shall elect the remaining two-thirds (2/3) of the directors, who must be Members of the Association. Prior to this first annual meeting of the Members, the Board shall establish by Board resolution for the staggering of terms, taking into consideration the remaining terms of any Owners previously elected by the Members.

Thereafter, the term of office of each director elected by the Members shall be for three (3) years from the date of their election, with the understanding that a director may be reelected for additional three-year terms. Each director shall continue to hold office until his/her successor is appointed or elected and qualified.

In the event the number of directors increases as provided for in Section 2, at no time shall more than one-third (1/3) of the total number of directors be added to the same elected term.

(c) In the event that more than two candidates receive the same number (i.e. the most) votes, the winner of the election shall be chosen by lot. The names of the candidates who have received the same number of votes shall be written on separate pieces of paper by the Secretary of

the Board, the pieces of paper shall be folded by the Secretary and placed in a container provided by the then-serving Board. The Secretary, or his/her designee, shall pick a folded piece of paper from the container and the person whose name is picked shall be declared the winner(s) of such election.

Section 4. Nomination of Directors.

Nominations may be made by the membership at large by submitting to the Association office the names and qualifications of such additional proposed candidates along with the agreement of the nominees to serve if elected. Such additional nominations must be received at the Association office on or before the date established by the Board, in order to be included on the slate of nominees provided to the Members.

Except for directors selected by the Class B Member, the Board may establish a Nominating Committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to an election to serve a term ending with the conclusion of the current election cycle. The Nominating Committee, if established shall make as many nominations for election to the Board as it receives. Notwithstanding anything contained herein to the contrary, the Class B Member may appoint the members of the Nominating Committee for the first election where directors are to be elected by the Members.

Regardless of whether a Nominating Committee is formed, Members may also nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board.

At least ten days before the Association disseminates absentee ballots or other ballots to the Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The absentee ballot must include the name of each eligible candidate from whom the Board received a request to be placed on the ballot. The notice must contain instructions for an eligible candidate to notify the Board of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Board provides the notice. The notice required by this provision must be:

1. mailed to each Owner; *or*
2. provided by:
 - (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - (i) in a place located on the Common Area or, with an Owner's consent in a conspicuous manner on privately owned property within the Subdivision; or
 - (ii) on any Internet website maintained by the Association or other Internet media; *and*
 - (b) sending by e-mail to each Owner who has registered an e-mail address with the Association.

Section 5. Removal of Directors and Vacancies.

Any director appointed by the Declarant may be removed, with or without cause, by the Declarant. Any director elected by the Members may be removed, with or without cause, by the Members at a meeting called for such purpose. Any director whose removal is sought by vote of the Members after the expiration of the Class B Membership shall be given notice prior to any meeting called for that purpose. Upon removal of a director appointed by the Declarant, a successor shall be designated by the Declarant. The replacement director shall serve for the remainder of the term of the removed director or until his/her replacement is appointed or elected.

Notwithstanding anything contained herein to the contrary, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting of the Board at which a quorum is present. The Board may determine whether or not to hold an election, prior to the next annual meeting, to fill the position of the director so removed.

In the event of vacancy of a director position during the Class B Membership, the Declarant shall appoint a successor. In such event thereafter, the remaining members of the Board shall appoint a successor to serve for the remainder of the term of the vacated director.

Section 6. Right To Disapprove Actions.

So long as the Class B Membership exists, the Class B Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class B Member, its successors, and assigns who are specifically assigned this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class B Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the Secretary of the Association, as it may change from time to time. Notwithstanding anything contained herein to the contrary, for so long as there is one director who has been appointed by the Class B Member, the notice required in this provision shall be deemed to have been satisfied via the notice of meeting provided to the directors; and

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class B Member, its representative or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class B Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, Committee, or Association approval is necessary for such action. This right may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. When sufficient funds are available the Class B Member shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 7. Election by Acclamation.

At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that the election is uncontested, and written and signed ballots will not be required as the candidates will be elected by acclamation.

B. Meetings.

Section 1. Organizational Meetings.

The first meeting of the Board following each annual meeting of the Members shall be held at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings.

After termination of the Declarant Control Period, regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session.

A Board meeting means a deliberation between a quorum of the voting Board or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by

a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

During the Declarant Control Period, Board meetings must be open to the Members only if the meeting is conducted for the purpose of:

1. Adopting or amending the Dedicatory Instruments;
2. Increasing the amount of Assessments of the Association or adopting or increasing a Special Assessment;
3. Electing non-Declarant directors, or establishing a process by which those Members are elected;
4. Changing the voting rights of Members of the Association.

Section 3. Notice of Meetings

In addition to any other method permitted by law, notice to the Members of the date, hour, place and general subject of regular or special Board meetings, including instructions for Owners to access any communication method utilized for the Board meeting, as well as a general description of any matter to be brought up for deliberation in executive session, may be pursuant to the Association's notification Policy, or as follows:

1. mailed to each Member not later than 10th day or earlier than 60th day before the date of the meeting; or
2. provided at least one hundred and forty-four (144) hours before start of a regular Board meeting and at least seventy-two (72) hours before the start of a special Board meeting by:
 - a. posting in conspicuous manner reasonably designed to provide notice to the Members:
 - (i) in a place located on the Association's common property, or on Member's property with their consent, or other property within the subdivision; or
 - (ii) on any Internet website available to the Members that is maintained by the Association or by a management company on behalf of the Association; and
 - b. sending notice by e-mail to each Member who has registered an email address with the Association;
3. it is the Member's duty to keep an updated e-mail address registered with the Association.

If the Board recesses to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this provision. If the meeting is continued to the next business day, and the Board

again continues the meeting to another day, the Board shall give notice of continuation in at least one of the manners described above, within two (2) hours after adjourning the meeting being continued.

The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Members if:

1. Each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote;
2. Any action taken without notice to the Members must be summarized orally, including estimation of expenditures approved at the meeting, and documented in the minutes of the next regular/special Board meeting.

After the expiration of the Class B Membership, the Board may not, unless done in an open meeting for which prior notice was given to Members, consider or vote on any of the following issues;

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure actions;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in Assessments;
6. Levying of Special Assessments;
7. Appeals from a denial of architectural approval;
8. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
9. Lending or borrowing money;
10. The adoption or amendment of a Dedicatory Instrument;
11. The approval of an annual budget or the approval of an amendment of an annual budget;
12. The sale or purchase of real property;
13. The filling of a vacancy on the Board;

14. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. The election of an officer.

Section 4. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two (2) directors. Notice shall be given to the Members as set out in hereinabove.

Section 5. Waiver of Notice.

The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 6. Quorum of Board of Directors.

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting in person, or by proxy, or by video-conferencing or similar electronic means, or other forms as approved by the Board, at which a quorum is present, shall constitute the decision of the Board regardless of the technology used for attendance. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting subject to the notice requirements set forth herein. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Compensation.

No director shall receive any compensation from the Association for acting as such; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Provided however, the Board can adopt a policy setting a value under which anything received is not considered compensation.

Section 8. Conduct of Meetings.

The President or his/her designee, shall preside over all meetings of the Board, and the Secretary or his/her designee, shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions occurring at such meetings.

Section 9. Open Meetings.

Subject to the limitations set out hereinabove, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. All Members in attendance at the meeting may hear all Board members (except if adjourned to executive session) and are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate.

Section 10. Executive Session

The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. Powers.

Section 1. Powers

The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs.

The Board may delegate to one or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, Texas law or by any resolution of the Board that may hereafter be adopted, the Board shall have the power and authority to establish Policies relating to, and shall have the right to perform or cause to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making Assessments, establishing the means and methods of collecting such Assessments, and establishing the payment schedule for Assessments if other than annual;
- (c) providing for the operation, care, upkeep and maintenance of all Common Areas, if any;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas, if any, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) collecting the Assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending Policies, Rules and Regulations, and after the expiration of the Declarant Control Period, the Guidelines;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas, if any, in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (i) enforcing by any legal means the Dedicatory Instruments, and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association and/or the Subdivision;
- (j) obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) maintaining a membership register reflecting the names, property addresses and mailing addresses of all Members;

- (n) making available to any prospective purchaser, any Owner, any Mortgagee, and the holders, insurers, and guarantors of a Mortgage, current copies of the Dedicatory Instruments governing the Properties and all other books, records, and financial statements of the Association;
- (o) permitting utility suppliers to use portions of the Common Areas, if any, reasonably necessary to the ongoing development or operation of the Properties;
- (p) be a Member of the Sienna Plantation Property Owners Association, Inc. and perform the duties of a "Homeowners Association" under the declaration administered by such association;
- (q) request an annual contribution for the reserve fund from the Sienna Plantation Community Services Foundation, Inc.;
- (r) borrow and repay monies and, subject to any restrictions under a purchase money mortgage, give notes, mortgages or other security, including but not limited to pledging Assessments as collateral, upon terms which are deemed reasonable by the Board;
- (s) to have and exercise all powers necessary or appropriate to affect any or all of the purposes for which the Association is organized;
- (t) compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association;
- (u) commence or defend any litigation in the Association's name with respect to the Association or any Association property; and
- (v) grant easements in, over and across Common Area and Exclusive Common Area when determined to be in the best interest of the Association.

Section 2. Management.

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 3. Accounts and Reports.

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.
- (b) Accounting and controls should conform to generally accepted accounting principles.
- (c) Cash accounts of the Association shall not be commingled with any other accounts.
- (d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association. Provided however, the Board can adopt a policy setting a value under which anything received is not considered remuneration.
- (e) Any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.
- (f) Financial reports shall be prepared for the Association at least quarterly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing the number of Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments that remain delinquent.
- (g) An annual report consisting of at least the following shall be distributed to all Members within one hundred eighty (180) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above

shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

Section 4. Borrowing.

The Board shall have the power to borrow money for any purpose without the approval of the Members of the Association. The Board, on behalf of the Association, may pledge the Association's Assessments and assign the Association's lien rights as collateral for any loan obtained by the Board on behalf of the Association.

Section 5. Rights of the Association.

With respect to the Common Areas, if any, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other property owner or resident associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Board.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the existence of Class B Membership unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days' notice to the other party. Provided, however, the Board, upon the vote of eighty percent (80%) of the directors, may determine that such ninety (90) day notice provision is not in the best interest of the Association and opt for other such agreed upon termination provision when applicable.

Section 6. Enforcement.

The Board shall have the power to impose reasonable fines, which shall be supported by the lien upon the property of the violating Owner, and to suspend an Owner's right to use the Common Areas, if any, for violation of any duty imposed under the Dedicatory Instruments; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Lot. Prior to suspending an Owner's right to use the Common Areas, or imposing a fine, the Association shall give the Owner notice and an opportunity to be heard if such notice and opportunity to be heard is required by law. In addition, the Board shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than thirty (30) days delinquent in paying any Assessment due to the Association. In the event that an Occupant of a Lot violates the Dedicatory Instruments and a fine is imposed, the fine may be first assessed against either the Occupant or the Owner at the Board's discretion; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. In addition, if the fine is not paid by the Owner during the time period set by the Board, the Board may assess the fine against the Occupant. The Board does not waive its right to assess the fine against the Owner if the Board assesses the fines against the Occupant. The failure of the Board to enforce any provision of the Dedicatory Instruments shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, Rules and Regulations, the Guidelines, or Board Policies, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee may be set annually by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- (d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;
- (e) an Administrative Fee which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;
- (f) a Refinance Fee which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association; and
- (g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

Any such Assessment or charge that is not paid when due shall be delinquent. All payments shall be applied pursuant to the Collection Policy and Payment Plan Guidelines adopted by the Board.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Dedicatory Instruments by Self Help, upon notice to the Owner if such notice is required herein, or by the Declaration, or by law, (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

Article IV. Officers

A. Officers.

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary and Treasurer shall be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

B. Election, Term of Office and Vacancies.

The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

C. Removal.

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board whenever in its judgment the best interests of the Association will be served thereby.

D. Powers and Duties.

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for herein, and in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. For the purposes of this Subsection, written

resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail, or receipted hand delivery.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or another person (whether one or more), who is designated by resolution of the Board to be authorized to execute the instruments listed above.

Article V. Committees

A. Committees in General.

The Board is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board shall be vested with advisory powers only and are not authorized to act on behalf of the Board, unless otherwise provided by the Dedicatory Instruments or the Board.

B. Residential Review Committee.

The Residential Review Committee ("RRC") shall be a committee of the Board and the authority and role of the RRC are set forth in detail in the Declaration. The Declarant shall retain the right of RRC appointment and removal until RRC Turnover (defined hereinafter). The RRC shall have the governing authority for the review and approval of improvements and modifications within the Property, as more fully set forth in the Declaration and specifically incorporated herein by reference.

Section 1. RRC Turnover

Upon the earliest to occur of (1) such time as the Declarant no longer owns any portion of the Property, or (2) such time as the Declarant relinquishes, in writing, its authority over RRC appointment (the "RRC Turnover"), the Board shall have the right to replace members of a sitting RRC by duly appointing Members in Good Standing with the Association. Notwithstanding the foregoing, the Board may not appoint to the RRC an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole authority and discretion of the Board.

Section 2. Board Hearing after RRC Turnover

After the RRC Turnover, a decision by the RRC denying an application by an Owner for the construction of an improvement may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery, which notice must:

- (1) describe the basis for the denial in reasonable detail and the changes, if any, to the application or improvements required as a condition to approval; and
- (2) inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the notice was mailed to the Owner.

In the event that an Owner requests a hearing as provided for in this Section, the Board shall hold the hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time and place of the hearing no later than the tenth (10th) day before the date of the hearing. Either the Board or the Owner may request a postponement of the hearing, which postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the hearing may be scheduled outside of these parameters by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice. During the hearing, the Board or the Association's designated representative and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the RRC in the notice provided to the Owner under this Section. Following the hearing, the Board may affirm, modify or reverse, in whole or in part, any decision of the RRC as consistent with the Dedicatory Instruments and in the Board's sole discretion. The Association, the Owner, or both, may make an audio recording of the hearing. Owners are entitled to one (1) hearing, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

Article VI. Miscellaneous

A. Fiscal Year.

The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

B. Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may govern the conduct of Association proceedings when not in conflict with Texas law or the Dedicatory Instruments.

C. Conflicts.

If there is a conflict between the laws of the State of Texas, this Declaration, the Articles of Incorporation, the Bylaws, the Guidelines, Rules or Policies of the Association, then the laws of the State of Texas, the Declaration, the Articles of Incorporation, the Guidelines and the Bylaws shall prevail (in that order) over the Policies and the Rules. As to any conflicts between the Policies and the Rules, the more restrictive provision shall control.

D. Books and Records.

The inspection, production and copying of the records of the Association shall be made pursuant to the Access to Records, Production and Copying Policy adopted by the Board.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

E. Notices.

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

- (a) if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
- (b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

F. Amendment.

During the existence of the Class B Membership, the Declarant may unilaterally amend these Bylaws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots, or (e) to correct any clerical errors or omissions; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

Except as otherwise specifically provided above, these Bylaws may be amended by either the affirmative vote or written consent, or any combination thereof, of Members in Good Standing representing sixty (60%) percent of the total Class A votes entitled to be cast in the Association, and the consent of the Class B Member, so long as such membership exists; or the Bylaws may be amended by a majority vote of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

G. Indemnity.

To the fullest extent permitted by applicable law, the Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association shall not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and the Association, at the Association's expense, shall assume on behalf of the Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel, provided, however, that the Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

In the event of the failure by the Association to fully perform its obligations in accordance with this Section, the Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Indemnitees in that event shall be reimbursed by the Association to the Indemnitees, together with interest, on the same from the date any such expense was paid by the Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

H. Business Judgment Rule.

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Dedicatory Instruments and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the director, officer, or committee member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the director, officer or committee member. A court shall not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the Association.

I. Owner Conflict.

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Dedicatory Instruments, or any amendments to any of these documents and/or the amount of delinquent Assessments, that Owner may not participate in any Association meeting or activity. Additionally, after notice and an opportunity to be heard if required by law, an Owner's right to vote and use of facilities may be withheld to the extent allowed by law.

J. Application of Payments.

The Residential, Neighborhood, and Special Assessments together with interest, costs, fees, attorney's fees, and court costs shall be a charge and continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, fees, attorney's fees, and court costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. All payments shall be applied pursuant to the collection and payment plan policy adopted by the Board.

K. Dissolution/Winding Up Termination.

The Association may be wound-up/dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the Association is wound-up or dissolved, the assets shall be distributed pursuant to a Plan of Distribution approved by the Members.

L. Jurisdiction and Venue

The provisions in these Bylaws shall be governed by and enforced in accordance with the laws of the State of Texas. Venue shall be mandatory in Fort Bend County, Texas.

[signature page follows]

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 Bylaws constitute the Eighth Amended and Restated Bylaws of the Association, and have been as duly adopted at a meeting of the Board of Directors thereof held on the 10th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 10th day of May, 2022.

Derek Goff
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., a Texas non-profit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 10th day of May, 2022.

Dana Ippoliti
Notary Public – State of Texas

