



COMMUNITY FENCES AND WALLS GUIDELINE AND POLICY
Sienna Residential Association

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I. PURPOSE

The purpose of this Guideline and Policy to establish the responsibilities of SRA and adjacent Owners for the maintenance and repair of Community Fences and Walls, which includes the railroad walls and toll road walls, and often serves as the rear or side fence of a Lot. The wood, iron and brick Community Fences are located throughout the community. Railroad Walls run parallel to the railroad tracks on both the north side and south side of the tracks. Toll Road Walls run parallel to the Fort Bend Toll Road.

II. APPLICABILITY AND AUTHORITY

This Policy applies to the following entities:

1. Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association ("SRA") as referenced in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Clerk's File No. 2012104699 in the Official Public Records of Fort Bend County, Texas (the "Declaration"), as same may be amended from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Sienna Plantation Residential Association, Inc.

In the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing Community Fencing, Railroad Wall or Toll Road Walls, this Policy will control.

Pursuant to Article IX, Section 15, of the Declaration, the SRA has assumed the obligation to repair, maintain, and replace any and all Community Fences. The SRA reserves the right not to repair any Community Fencing if the SRA determines that a Community Fence was damaged because of negligence on the part of the Owner and/or requires the Owner to pay for any repair based on SRA standards. This provision is not in any way meant to limit the liability of an Owner for any obligations pursuant to Declaration.

Pursuant to the authority vested in the SRA in the Declaration at Article V Section 3, the SRA, subject to notice as may be required in the Declaration, shall be entitled to enter upon a Community Fence Lot and cause to be performed any of the SRA's maintenance and repair obligations. In exercising its obligations set forth herein, the SRA shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of its obligations set forth herein, nor in any way shall the SRA, or their agents, be liable for any accounting or other claim for such action.

The SRA is not liable for any loss or damages to landscaping (soft or hardscape) that encroaches upon a Community Fence and/or any existing materials that are affixed to the Community Fence, including but not limited to any owner fencing that is connected to a Community Fence and any owner's decorations or other personal items).

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

III. DEFINITIONS

1. **"Community Fences"** shall refer to those fences, and the fence posts, brick columns, and all integral parts of those fences, identified on Exhibit "A" attached hereto and incorporated herein by reference for all purposes. A community fence or wall is a fence or wall that has been installed by the Declarant [Not a Builder] and is maintained by the SRA. These fences or walls will generally be a six to eight (6-8) foot upgraded wood fence, wrought iron painted green, or brick walls. A fence will not be considered a Community Fence unless it is identified on Exhibit "A" which may be updated as such fences are constructed. Additionally Railroad Walls and Toll Road Walls are considered Community Fences.
2. **"Community Fence Lot"** shall refer to a Lot upon which a Community Fence is located, or adjacent to, see Exhibit "A".
3. **"Railroad Walls"** runs parallel to the railroad tracks on both the north side and south side of the tracks and in most instances acts as either a rear fence or side fence for the residential Lot, identified on Exhibit "A". If the wall is not adjacent to a residential lot, it is typically adjacent to another SRA common area.
4. **"Toll Road Walls"** have been installed on various reserves and are maintained by SPOA. Where residential Lots abut these reserves, the Owner is permitted to extend their fences into the reserve(s) to abut (but not attach) their fences with the Toll Road Walls in accordance with the applicable Supplemental Declaration governing such Lots. If the Toll Road Wall is not adjacent to a residential Lot, it is typically adjacent to another SPPOA Common Area. SRA enforces the responsibility of SPOA to maintain the wall.
5. **Cosmetic Issues** – surface conditions and/or maintenance such as dirt, mildew, plant growth, painting, minor surface cracks in the finish, etc.

6. **Exterior** – the exterior of the wall is the side not facing a rear or side yard of a residential Lot.
7. **Ground Elevation** – the bottom of the wall between columns, which may or may not meet the ground.
8. **Interior Residential** – the interior of the wall facing a rear or side yard of a residential Lot.
9. **Interior Common Area** – the interior of the wall facing a common area.
10. **Owner** – Owner of the residential lot adjacent to the wall
11. **Structural Issues** – conditions which impact the structure of the wall such as holes through the finish, significant cracks, column separation, etc.
12. **Sienna Plantation Property Owners Association, Inc.** – SPOA.

IV. COMMUNITY FENCE MAINTENANCE RESPONSIBILITIES

- 2.1. When all or any portion of the Community Fence needs to be repaired and/or replaced, the SRA shall repair and/or replace the Community Fence in a manner and appearance determined in its sole and absolute discretion to be appropriate. There is no requirement for SRA to replace a Community Fence with the materials as originally constructed.
- 2.2. Owner or Occupant may not paint, stain, repair, replace, or make any changes to the condition or appearance of SRA Community Fencing. If changes are made to SRA fencing by the Owner or Occupant, they will have to repair or replace the fencing to SRA standards at their cost. If an SRA Community Fence is in poor condition, the Owner should notify SRA so they can make repairs or replacements.
- 2.3. Typically, there will be approximately a two-inch air gap between the ground and the bottom of the fence to allow for drainage and soil movement. These minor gaps between the fence and ground will not necessarily be filled in by the SRA nor should the Owner do so.

Policy Name	Approved/Finalized	Revised
Community Fences and Walls Guideline and Policy		August 1, 2023
Community Fences Guideline and Railroad Wall Maintenance Policy		February 1, 2022
Community Fences & Walls Guidelines		January 28, 2019
Community Fences & Walls Guidelines		January 22, 2018
Community Fences & Walls Guidelines		August 19, 2013
Community Fences & Walls Guidelines	October 14, 2009	

[SIGNATURE PAGES FOLLOW]

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of the Sienna Plantation Residential Association, Inc., a Texas non-profit corporation;

That the foregoing Policy was approved on the 1st day of August, 2023, at an electronic or in-person meeting of the Board of Directors at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 1st day of August, 2023

By: *Derek Goff*
Name: Derek Goff
Title: Secretary

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

Given under my hand and seal of office, this 1st day of August, 2023

Dana Lippoliti
Notary Public – State of Texas

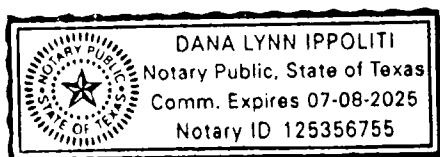
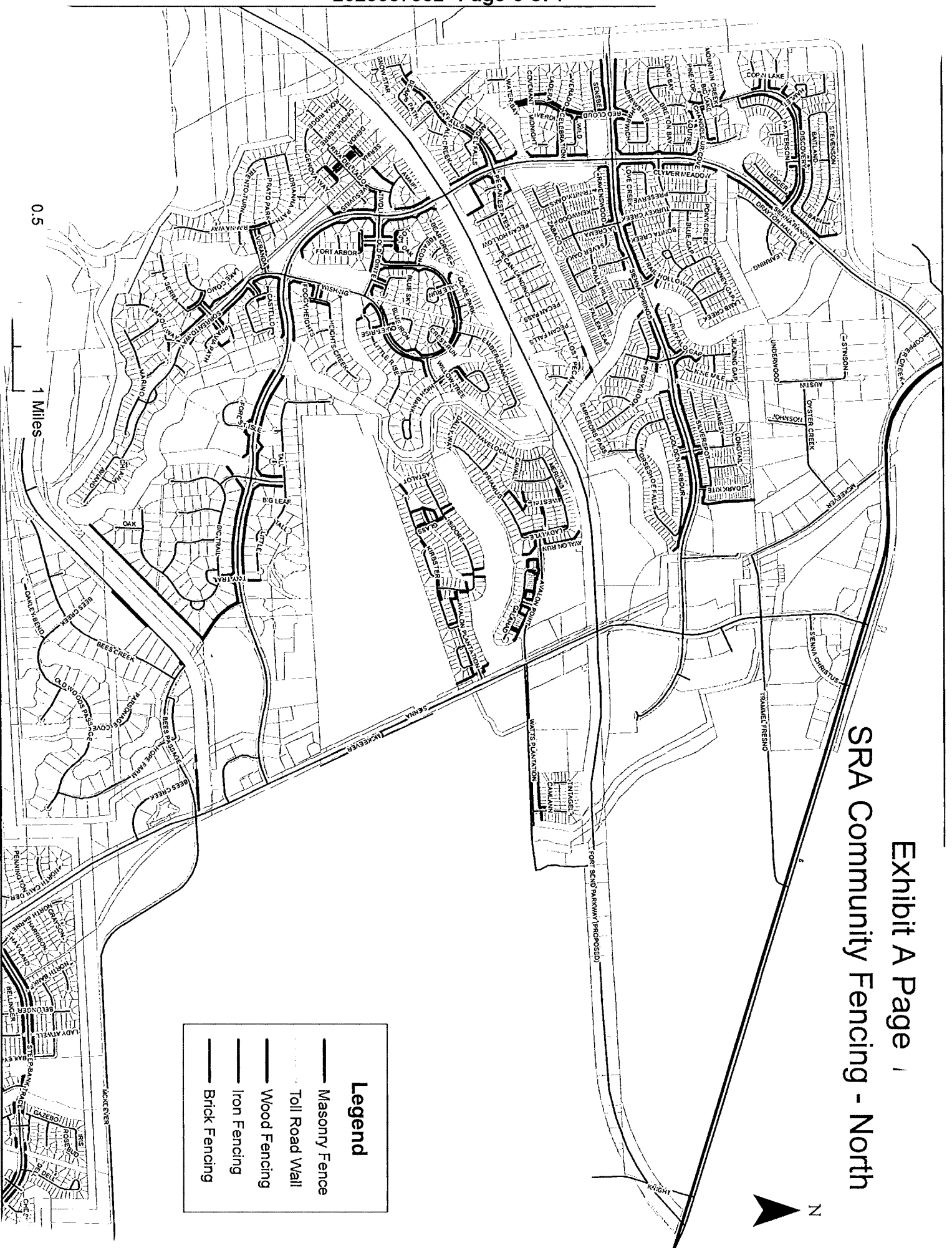


Exhibit A Page 1 SRA Community Fencing - North



Legend	
	Masonry Fence
	Toll Road Wall
	Wood Fencing
	Iron Fencing
	Brick Fencing



0.5

1 Miles

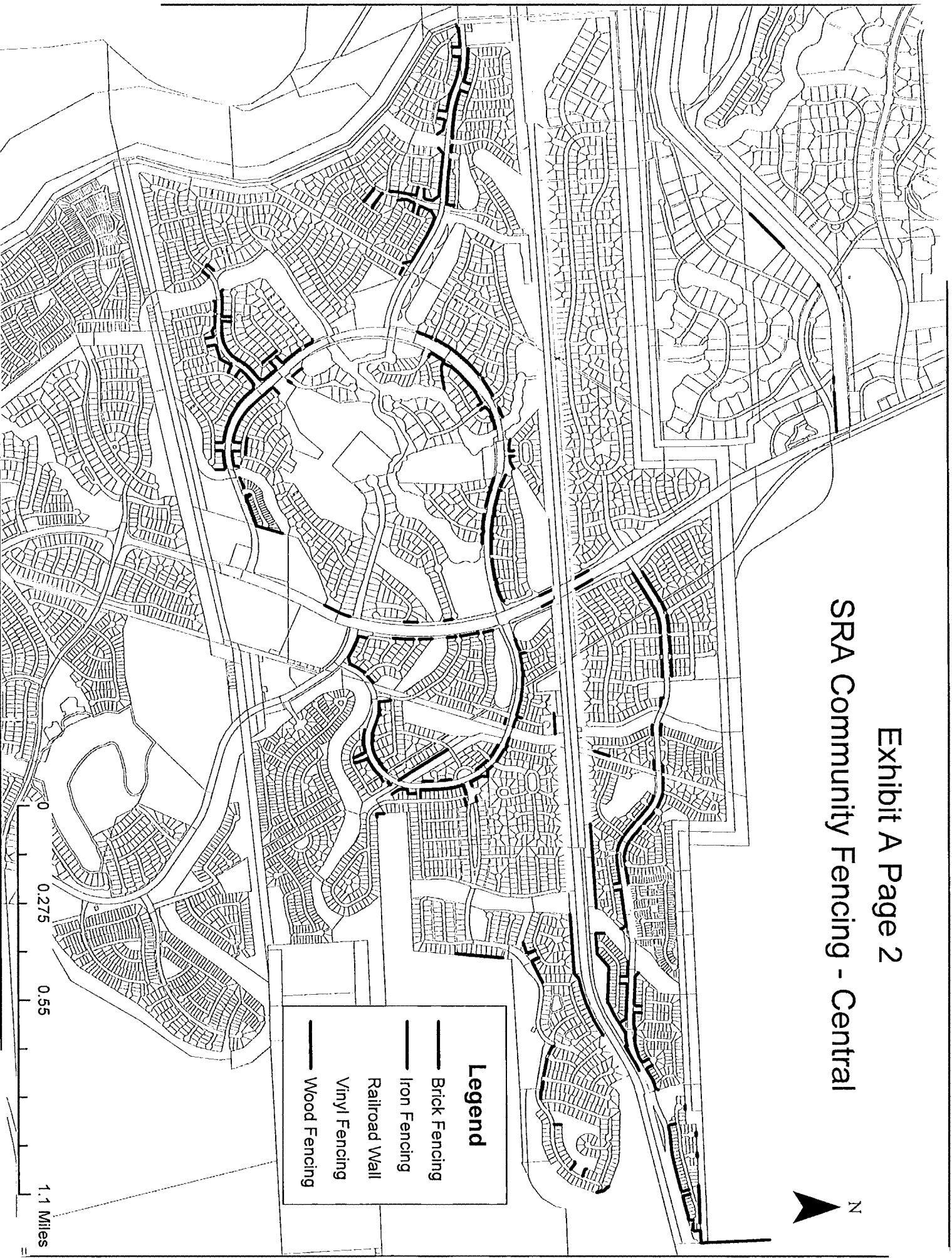
Exhibit A Page 2

SRA Community Fencing - Central



Legend

- Brick Fencing
- Iron Fencing
- Railroad Wall
- Vinyl Fencing
- Wood Fencing



0 0.275 0.55 1.1 Miles