



**VILLAGE REPRESENTATIVE AND COMMITTEE POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**I.       PURPOSE**

The purpose of this Village Representative and Committee Policy (this “*Policy*”) is (i) to provide a charter governing the Village Representatives and to prescribe the process by which Village Representatives serving under the Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association (the “*SRA*”), and under the Sienna Plantation Community Association, Inc., sometimes doing business as Sienna Community Association (the “*SCA*”) are elected, appointed, and removed; and (ii) to describe the terms under which the Village Representatives serve.

**II.       APPLICABILITY**

This Policy pertains to the following entities restricted by the Declaration and the Covenant (defined below):

1.       Sienna Residential Association, 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 Number 2012014699 in the Official Public Records of Fort Bend County, Texas, as same has been amended from time to time (the “*Declaration*”), which Declaration encumbers the Sienna Plantation subdivision and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the SRA; and
2.       Sienna Community Association, as referenced in the Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), recorded under Clerk’s File Number 2019035843 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended from time to time (the “*Covenant*”), which Covenant encumbers the property described in Exhibit “A” to the Covenant and any other property which has been or may subsequently be annexed thereto and made subject to the authority of the SCA.

Any reference in this Policy to “Board”, “Boards”, “Association”, or “Associations” applies to each of the above-mentioned entities, as the context may require. Any reference in this Policy to “Sienna” means that property encumbered by the Declaration and the Covenant, as the context may require.

Each Board is authorized by its respective Dedicatory Instruments (as that term is defined in the Texas Property Code) to adopt policies and rules pertaining to the governance of the Association that it serves.

The Boards hereby adopt this Village Representative and Committee Policy, which runs with the land and is binding on all Owners and lots within Sienna. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented charter or policy that addresses the subjects contained in this Policy.

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

### **III. VILLAGE REPRESENTATIVE AND COMMITTEE POLICY**

#### **A. Definitions**

For purposes of this Policy, the following terms have the meanings set forth below:

1. ***“Builder”*** means any individual or entity that purchases a single or multiple lots within Sienna for the purpose of constructing dwellings thereon, which dwellings will be offered for sale to purchasers.
2. ***“Developer”*** means collectively (i) SIENNA/JOHNSON DEVELOPMENT, L.P. a Texas limited partnership, and (ii) TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company.
3. ***“Owner”*** means a record owner, whether one or more persons, of the fee simple title to a lot within Sienna, but excludes (i) Developer, (ii) Builders, (iii) any person or entity having an interest in a lot merely as security for the performance of an obligation, and (iv) those owning an interest in the mineral estate of a lot.
4. ***“Village”*** means a designated area within Sienna consisting of one or more neighborhoods as determined by the Boards, which Village may be represented by Village Representatives per the terms set forth in this Policy.
5. ***“VC”*** means Village Committee, which committee serves all Villages under the jurisdiction of the Associations, as more fully described in this Policy. The VC has been established in accordance with the Dedicatory Instruments for the Associations.
6. ***“VR”*** or ***“VRs”*** means a Village Representative or Village Representatives, as the context may require, as more fully described in this Policy.

## B. Qualifying and Non-Qualifying Villages

1. Qualifying Villages. Each Village with 300 or more lots owned by Owners, excluding lots owned by Developer or any Builder (a “*Qualifying Village*”) qualifies to have VRs who serve on the VC and represent their respective Village at VC meetings. There is 1 VR for every 300 lots within a Qualifying Village, provided that each Village must have a minimum of 2 VRs and no more than 5 VRs. The number of VRs serving a Qualifying Village are determined as follows:

- a. 2 VRs for Qualifying Villages comprised of 300-899 lots
- b. 3 VRs for Qualifying Villages comprised of 900 – 1199 lots
- c. 4 VRs for Qualifying Villages comprised of 1200 – 1499 lots
- d. 5 VRs for Qualifying Villages comprised of 1500 or more lots

2. Non-Qualifying Villages. A Village with fewer than 300 lots owned by Owners, excluding lots owned by Developer or any Builder (a “*Non-Qualifying Village*”) does not qualify to have its own VRs serving on the VC. Owners in a Non-Qualifying Village are represented at VC meetings by the VRs located in the Qualifying Village adjacent to the Non-Qualifying Village, as determined by the Association having jurisdiction over the Non-Qualifying Village, in its sole and absolute discretion. The Owners of lots within a formerly Non-Qualifying Village will elect the appropriate number of VRs after the Non-Qualifying Village becomes a Qualifying Village and in accordance with this Policy.

## C. VRs: Role, Responsibilities, and Qualifications

1. VR Role. The VC is a strictly advisory-only committee. As such, VRs serve their respective Associations in a strictly advisory-only capacity and are not agents of their respective Associations. The VRs may not authorize any transaction or activity on behalf of either Association unless expressly granted authority to do so in the Dedicatory Instruments or by their respective Board. The VRs are not involved in the routine management or operation of the Associations.

### 2. VR Responsibilities.

- a. VRs will provide input from Owners of lots within the Village they serve to their respective Associations. VRs function as conduits of information and communication by and between Owners and their respective Associations.
- b. One VR from each Qualifying Village should attend the meetings of their respective Association, with each such VR to be decided amongst the VRs for their Qualifying Village. Non-Qualifying Villages will be represented at Association meetings by the neighboring Qualifying Village VR selected to attend the Association meeting.

- c. VRs will communicate to and from the Owners within their respective Village on matters of interest to the Associations. VRs represent their respective Villages, and not any individual Owner's special interests. The Associations will work with the VRs to provide various tools to aid in the VRs' communication efforts.
- d. VRs should advise and communicate with appropriate Association personnel on matters of interest to the Associations and the Associations' respective members. By way of illustration and not in limitation:
  - i. If an Owner contacts a VR about (i) a specific deed restriction violation on their lot or a specific concern about another lot, (ii) a specific collection or assessment matter, or (iii) a specific common area maintenance concern, the VR should direct the Owner to the Staff Liaison (defined in Section G) and may not remain involved in the matter.
  - ii. If an Owner contacts a VR about an overall concern, not specific to any 1 or 2 properties, regarding matters such as, by way of illustration and not limitation, common area maintenance, deed restriction enforcement, traffic, construction, parks, and recreation, the VR should contact the Staff Liaison and together determine the best resolution for the concern.
- e. VRs may assist the Associations in welcoming new Owners to their respective Villages.
- f. VRs may actively recruit Owners from their respective Villages for involvement in Village and Association affairs.
- g. Each VR must sign an acknowledgment provided by the Staff Liaison acknowledging and agreeing to abide by the content of this Policy.
- h. VRs may perform other functions as directed by their respective Associations.

### 3. VR Qualifications.

- a. To run in a VR election and serve as a VR, an individual:
  - i. Must be a Member in Good Standing with his or her respective Association. For purposes of this Policy, "Member in Good Standing" means a member of an Association (a) who is not delinquent in the payment of any assessment against the member's property or any interest, late charges, costs, or reasonable attorney's fees added to such assessment under the provisions of any applicable Dedicatory Instrument or as provided by law; (b) who is not

delinquent on payments made pursuant to a payment plan for assessments; (c) who does not have any condition on his or her property which violates any applicable Dedicatory Instruments which has progressed to the stage of a written notice; (d) who has paid all fines levied against the member or the member's property pursuant to any applicable Dedicatory Instruments; (e) who is in compliance with all terms of a judgement obtained against the member by his or her respective Association, including the payment of all sums due the Association by virtue of such judgement; and (f) who has not caused damage to any common area within Sienna;

- ii. Must be a record Owner of a lot located within the Qualifying Village served by the VR. Tenants may not be VRs, unless specifically approved by the Association having jurisdiction over the Village;
  - iii. Must reside within the Qualifying Village served by the VR. An individual residing in a Non-Qualifying Village may not be elected to serve as the VR that represents the Non-Qualifying Village;
  - iv. Must not be involved in any litigation with the Associations.
- b. Two members of the same household may not serve simultaneously as VRs.
  - c. No Board member may serve as a VR.
  - d. An individual may serve as a VR and as a member of up to 2 other Association committees simultaneously.

#### **D. VR Election**

##### **1. Nomination of VRs.**

- a. At least 30 days prior to the annual members meeting of the applicable Association, nomination information will be made available to all Owners within the Village subject to the jurisdiction of the Association. Such information may be provided in writing, via newsletter, or on an internet website maintained by the applicable Association or by a management company on behalf of the applicable Association. The nomination information must include the date by which candidates seeking to serve as a VR must submit their nomination forms to their respective Association in order to be considered. Nominations for VRs will be taken for approximately 2 weeks.
- b. All nominations must be submitted in writing to the office of the Association having jurisdiction over the Village and must provide the name and qualifications of the candidate seeking to serve as a VR. The nomination

forms (excluding any telephone number or email address) for each candidate will be placed on the applicable Association's website for consideration by the Owners.

- c. Individuals may nominate themselves to serve as a VR or may be nominated by other Owners residing in the Village.
- d. Prior to the election of VRs, the Association having jurisdiction over the Village will verify the eligibility of all candidates seeking to serve as VRs. The Association must promptly inform any candidate that it deems ineligible to serve as a VR of his or her ineligibility.
- e. All eligible candidates will be placed on the proxy or ballot for their respective Village in alphabetical order. The proxy or ballot must refer to the applicable Association's website for reference to the nomination information by the Owners.

2. Notice; Quorum; Election of VRs:

- a. Notice to the Owners residing in a particular Village of a VR election, whether held at or prior to the annual members meeting, must be sent to the Owners not less than 10 nor more than 60 days prior to the date of the election. The notice must include the names of all eligible VR candidates in alphabetical order.
- b. The election of VRs may, but is not required to, take place at the annual members' meeting of the applicable Association. The election may occur prior to the annual members' meeting if so determined by the Association having jurisdiction over the Village. Elections may be conducted electronically, by mail, or by a third-party election service, as determined in the sole discretion of the Association having jurisdiction over the Village. Owners must be Members in Good Standing to be entitled to vote. Owners may cast their votes in person, by proxy, by email, or by any other means approved by the Association, at or before the annual members' meeting. All votes cast outside a meeting must be received by the Association no later than 1 week prior to the annual members' meeting. Quorum will be satisfied by those casting votes in such election.
- c. Candidates(s) who receive the highest number of votes of the Owners will be elected to serve as a VR of their Village. Notwithstanding anything contained in this Policy to the contrary, in an election of VRs in which there are more candidates than vacant positions and where 2 or more candidates receive the same number of votes resulting in a tie, the winner of the election will be chosen by lot (i.e., the names of the candidates who are running for a VR position and have received the same number of votes will be written on separate pieces of paper by the Secretary of the applicable Association, the pieces of paper will be folded by the Secretary and placed in a container

provided by the Association; the Secretary, or his/her designee, will pick any 1 piece of paper from the container and the person whose name is picked will be declared the winner of such election).

- d. In the event that a Village is unable, for any reason, to elect 2 VRs, then such Village may act by and through its respective VR. In the event there is no VR, then the Board having jurisdiction over the Village is designated to act in its place and instead of such VR for all purposes.
  - e. Winners of the election will be announced at the annual members' meeting of the applicable Association and in the next several communications provided to the Owners, as determined in the discretion of the Association having jurisdiction over the Village.
3. Term: VRs serve for a term of 2 years or until their successors are elected. The Association, in its discretion, may determine whether the terms of the VRs are staggered and may determine the method for staggering VRs' terms, if necessary. The decision to stagger terms may not result in the shortening of a VR's term. In the event the number of VRs increases, at no time may more than 50% of the total number of VRs be added to the same elected term.

#### **E. VR Resignation and Removal**

1. Resignation. A VR may resign at any time by providing written notice by electronic transmission, certified mail, or hand delivery to the Staff Liaison (defined in Section G). The resignation will take effect on the date of the receipt of the notice or at any later time specified in the notice, and, unless otherwise specified in the notice, the acceptance of the resignation is not necessary to make it effective.
2. Removal. A VR may be removed for cause by the Board having jurisdiction over the VR. For purposes of this Policy, "cause" includes, but is not limited to, the following:
  - a. Failure to continuously meet the criteria set forth in this Policy for serving as a VR;
  - b. Recommendation by a majority of VRs serving their applicable Association for the removal of the VR;
  - c. Any act of harassment toward any volunteer or Association personnel;
  - d. Any detrimental or abusive attitude or behavior toward any volunteer or Association personnel;
  - e. Attendance at any VC, Association, or Board meeting while under the influence of alcohol or drugs;
  - f. Disruptive behavior at a VC, Association, or Board meeting;

- g. Participation in the reckless or intentional misrepresentation of information relating to the VRs, the VC, the Associations, or the Boards;
- h. Misuse of information relating to the VRs, the VC, the Associations, or the Boards;
- i. Solicitation of personal business or gain while acting in the capacity as a VR;
- j. Communication with any Association vendor or person or entity requested to submit a bid to provide services to the Association without express written approval to do so from the Association;
- k. Use of a VR member's contact information for any reason other than VR business;
- l. Failure to fully disclose to the Association any personal or business relationship with a vendor of the Association or with a vendor recommended by the VR for business with the Association; and
- m. Missing 3 consecutive VC meetings, unless otherwise assisting their respective Association.

Notwithstanding anything contained in this Policy to the contrary, the Board having jurisdiction over the Village has the sole discretion to determine whether the actions of one of its VRs constitute "cause" for the removal of the VR.

- 3. Filling Vacancies. A vacancy of a VR position created prior to the expiration of the VR's term may be filled by the affirmative vote of the Board. A VR so appointed to fill a vacancy is appointed for the unexpired term of his or her predecessor in office.

#### **F. Village Chair and Vice Chair**

- 1. Appointment. The VRs will appoint a VR to act as a Chair ("**Chair**") and a VR to act as a Vice Chair ("**Vice Chair**") for the VC. The appointment will be based upon a recommendation by the majority of the VR members and will take place at the first VC meeting of the year.
- 2. Term. The Chair and Vice Chair will serve for a term of 1 year.
- 3. Duties. The duties of the Chair and Vice Chair may include, by way of illustration and not limitation:
  - a. Collaborating with the Staff Liaison (defined below) to prepare an agenda for VC meetings;



- b. Facilitating and leading VC meetings, including encouraging all VRs to provide input on discussion topics and, as Chair, bringing the group to consensus whenever possible;
- c. Welcoming guests and defining when, and if, Owners who are not members of the Village may contribute to a VC meeting;
- d. Determining whether the discussion of non-agenda items will be allowed during a VC meeting or should be placed on a future agenda; and
- e. Presenting periodic reports to the VRs and to the Associations.

#### **G. Staff Liaison**

1. Appointment. The General Manager of the Associations will appoint a Staff Liaison (the “*Staff Liaison*”) for the VC.
2. Duties. The duties of the Staff Liaison may include, by way of illustration and not limitation:
  - a. Working with the Chair and Vice Chair to prepare an agenda for VC meetings;
  - b. Distributing to the VRs the VC meeting agenda and supporting materials electronically at least 2 business days prior to the VC meeting;
  - c. Coordinating any visitors assisting with the business of the VC;
  - d. Providing information and support to the VRs as needed;
  - e. Assisting the Chair with the preparation of periodic reports of VC activities and, in the absence of the Chair or Vice Chair, presenting the reports to the Associations;
  - f. Initiating any actions agreed upon during a VC meeting, including following up with any volunteers, as needed; and
  - g. Verifying eligibility of an individual to serve as a VR both prior to appointment and during service as a VR.
3. Voting. The Staff Liaison may not vote on any action taken or contemplated by the VC.

#### **H. VC Meetings**

1. Membership. Each VR is a member of the VC and should attend VC meetings.

2. Meeting Frequency; Platform. The VC meets on a quarterly basis at such time and in such location as the Chair, Vice Chair, and Staff Liaison determine. VC meetings may be held in person, virtually (via Zoom or other similar platform), or electronically via email if determined by the Chair, Vice Chair, or Staff Liaison.
3. Agenda. The Chair, Vice Chair, and Staff Liaison will establish an agenda for all VC meetings, which agenda will be sent to the VRs in advance of the meeting as provided in this Policy. Agendas will be prepared so as to make the best use of all attendees' time, as determined in the discretion of the Chair, Vice Chair, and Staff Liaison. During all VC meetings, discussion must be limited to the items set forth on the agenda. If items that are not set forth on the agenda arise during the course of the VC meeting and the Chair, Vice Chair, or Staff Liaison does not allow discussion of the items during the meeting, the items will be placed on the agenda for the next VC meeting, unless otherwise determined by the Chair, Vice Chair, or by the Staff Liaison.
4. Action During VC Meetings. The Chair, Vice Chair, or Staff Liaison will conduct all VC meetings and will determine whether any action between VC meetings is needed.
5. VC Meeting Conduct. During VC meetings, VRs must (i) be respectful of others, (ii) speak one at a time, and (iii) keep their remarks concise and directed to the item being discussed. The Chair, Vice Chair, or the Staff Liaison may, but are not obligated to, call on VRs or restrict the time that a VR may speak if the Chair, Vice Chair, or Staff Liaison, as applicable, determines, in his or her discretion, that such actions will assist in the facilitation of the VC meeting.
6. Participation by Association Members. VC meetings are open to members of the Associations. Association members who are not VRs ("*Guests*") may be invited to speak at a VC meeting at the discretion of the Chair, Vice Chair, or Staff Liaison. The Chair, Vice Chair, or Staff Liaison may establish a time for Guest input or may define a specific time during the course of the VC meeting for the Guest to speak.
7. Removal of VC Meeting Attendees. The Chair, Vice Chair, or Staff Liaison may remove from a VC meeting any attendee, including any Guest or VR, who disrupts the business of the VC, as determined in the discretion of the Chair, Vice Chair, or Staff Liaison.
8. Quorum; Voting
  - a. At all VC meetings, a majority of the VRs constitutes a quorum for the transaction of business. The VRs present at a VC meeting at which a quorum is present may continue to do business so long as a majority of the VRs originally in attendance remain present at the meeting.

- b. VRs must be present at a VC meeting to vote on VC matters, unless the meeting is held electronically, in which case, an emailed vote will constitute the vote of the VR. Proxies will not be accepted.
- c. The votes of a majority of the VRs constitute the decision of the VC, which decision may be presented to the Associations.
- d. VRs must disclose any relationship with any entity or person to the remaining VRs prior to voting on whether to recommend that person's or entity's services to the Associations.

[SIGNATURE PAGES FOLLOW]

<b>Policy Name</b>	<b>Approved/Finalized</b>	<b>Revised</b>
Village Representative and Committee Policy-SCASRA		September 25, 2023
Village Representative and Committee Policy-SCASRA		May 10 and 11, 2022
Village Committee Charter-SCA		January 29, 2020
Village Committee/Village Representatives Charter-SRA		January 27, 2020
Village Committee Charter-SCA	March 26, 2018	
Village Committee Rules-SCA	March 26, 2018	
Village Committee/Village Representatives Charter-SRA		May 18, 2015
Village Committee/Village Representatives Charter-SRA		March 17, 2014
Village Committee/Representative Nomination and Elections Policy-SRA		August 27, 2012
Village Committee/Village Representatives Charter-SRA		February 4, 2008
Village Committee/Representative Nomination and Elections Protocol-SRA	September 26, 2007	
Village Committees and Village Representatives Charter-SRA	April 26, 2006	

**CERTIFICATION**

I certify that, as Secretary of the Sienna Plantation Residential Association Inc., the foregoing Village Representative and Committee Policy was approved on the 25<sup>th</sup> day of September, 2023, ~~at a meeting of the Board of Directors at which a quorum was present.~~ <sup>electronically by</sup>

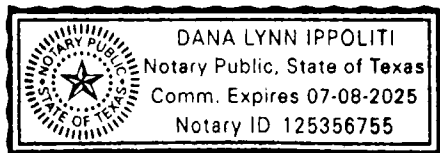
DATED, this the 25<sup>th</sup> day of September, 2023.

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

STATE OF TEXAS §  
COUNTY OF Fort Bend §

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

Given under my hand and seal of office, this 25<sup>th</sup> day of September, 2023.



*Dana Ippoliti*  
Notary Public – State of Texas

CERTIFICATION

I certify that, as President of the Sienna Plantation Community Association Inc., the foregoing Village Representative and Committee Policy was approved on the 25<sup>th</sup> day of September, 2023, at a meeting of the Board of Directors ~~at which a quorum was present.~~ electronically by

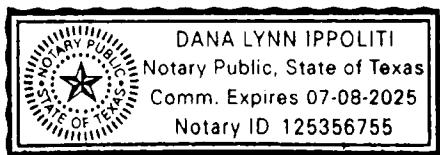
DATED, this the 25<sup>th</sup> day of September, 2023.

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 the Sienna Plantation Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this Policy, and as the act and deed of said corporation.

Given under my hand and seal of office, this 25<sup>th</sup> day of September, 2023.



Dana Ippoliti  
Notary Public – State of Texas

**APPROVAL BY TOLL-GTIS PROPERTY OWNER, LLC**

APPROVED, this the 25<sup>th</sup> day of September, 2023.

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

By: Jimmie F. Jenkins  
Jimmie F. Jenkins

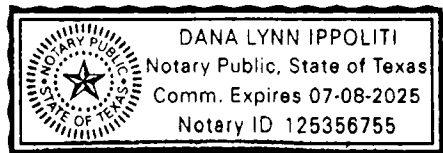
Printed Name: Jimmie F. Jenkins

Title: Authorized Representative

THE STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me this 25<sup>th</sup> day of September, 2023, by Jimmie F. Jenkins, Authorized Rep. of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.



Dana Ippoliti  
Notary Public – State of Texas

**After Recording Return To:**

Dana Ippoliti  
9600 Scanlan Trace  
Missouri City, TX, 77459