



**NOTICE REGARDING COMMUNITY FENCES &  
WALLS  
SIENNA COMMUNITY ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

WHEREAS, the Sienna Plantation Amended and Restated Master Covenant (Sienna Plantation Community Association, Inc.), was recorded under Clerk’s File No. 2019035843 in the Official Public Records of Fort Bend County, Texas, as same has been or may be amended and/or supplemented from time to time (“Covenant”);

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

WHEREAS, pursuant to Section 8.05 of the Covenant, the Declarant has reserved for itself and Sienna Plantation Community Association, Inc. (“SPCAI”) an easement over and across the Development for the installation, maintenance, repair or replacement of fencing which serves the Development, the Property, and any other property owned by Declarant (the “Easement”);

WHEREAS, pursuant to Section 8.05 of the Covenant, the Declarant is vested with the authority to record a written notice which identifies the fencing to which the Easement reserved applies;

WHEREAS, pursuant to Section 8.05 of the Covenant, Declarant may designate all or any portion of the fencing as Common Area;

WHEREAS, the Declarant has partially assigned to SPCAI the right to record a written notice to identify certain fencing to which the Easement reserved applies as well as the right to designate such fencing as Common Area via that Partial Assignment of Declarant Rights Regarding Maintenance Easement for Community Fences and Walls, Sienna Plantation, filed of record under Clerk’s File No. 2016122800 in the Official Public Records of Fort Bend County, Texas (“Partial Assignment”);

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

NOW, THEREFORE, SPCAI hereby issues the following Notice Regarding Community Fences and Walls:

## I. DEFINITIONS

- 1.1 **“Community Fences”** shall refer to those walls, fences, and the fence posts, pillars, and all integral parts of those fences, identified on Exhibit “A” attached hereto and incorporated herein by reference for all purposes. A Community Fence is a fence or wall that has been installed by the Declarant [Not a Builder] and is maintained by the SPCAI. Community Fences will generally be a six to eight (6-8) foot upgraded wood fence that has been stained, wrought iron painted black or green, or brick walls. A fence will not be considered a Community Fence unless it is identified on Exhibit “A” which may be supplemented from time to time as such fences are constructed.
- 1.2 **“Community Fence Lot”** shall refer to a Residential Lot upon which a Community Fence is located, or adjacent to, see Exhibit “A”.

## II. COMMUNITY FENCES

- 2.1 Pursuant to Section 8.05 of the Covenant and the Partial Assignment, the Community Fences set forth on Exhibit “A” are hereby made subject to the Easement referenced in Section 8.05 of the Covenant, and SPCAI hereby designates the Community Fences set forth on Exhibit “A” as Common Area for which SPCAI has the right to maintain, repair or replace as it deems necessary in its sole discretion.
- 2.2 When all or any portion of the Community Fence needs to be maintained, repaired and/or replaced, SPCAI shall have the right to maintain, repair and/or replace the Community Fence in a manner and appearance determined in its sole discretion to be appropriate. There is no requirement that SPCAI replace a Community Fence with the materials as originally constructed.
- 2.3 Pursuant to the Easement established in Section 8.05 of the Covenant, SPCAI, subject to notice as may be required in the Covenant, shall be entitled to enter upon a Community Fence Lot and cause to be performed any of SPCAI’s maintenance and repair and/or replacement of the Community Fences set forth on Exhibit “A”. In exercising its rights set forth herein in the Covenant, SPCAI shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of its rights, nor in any way shall SPCAI or its agents, be liable for any accounting or other claim for such action.
- 2.4 SPCAI is not liable for any loss or damage to i) landscaping (soft or hardscape) that encroaches upon a Community Fence and/or ii) 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) that may occur in the course of maintenance, repair or replacement of a Community Fence.

2.5 SPCAI's right to maintain repair and/or replace the Community Fencing extends only to normal wear and tear of such fencing. Any damage caused to the Community Fencing by an Owner or Occupant that is beyond normal wear and tear shall be the Owner's obligation to repair and/or replace, subject to prior written approval in accordance with the governing documents for the Development. SPCAI has the sole discretion to determine what constitutes normal wear and tear. This provision is not in any way meant to limit the liability of an Owner for any obligations set forth in the Covenant.

<b>Policy Name</b>	<b>Approved/Finalized</b>	<b>Revised</b>
Notice Regarding Community Fences and Walls		May 4, 2023
Notice Regarding Community Fences and Walls		July 28, 2021
Notice Regarding Community Fences and Walls		January 16, 2019
Notice Regarding Community Fences and Walls		February 7, 2018
Notice Regarding Community Fences and Walls	October 19, 2016	

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

SIENNA COMMUNITY ASSOCIATION/TOLL-GTIS PROPERTY OWNER, LLC

I hereby certify that, as President of the Sienna Plantation Community Association, Inc., the foregoing Policy was approved on the 4th day of May, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 4th day of May, 2023.

By: [Signature]

Print Name: Jimmie F. Jenkins

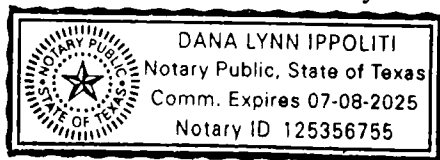
Title: President

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Jimmie F. Jenkins the President of Sienna Plantation Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 4th day of May, 2023



[Signature]  
Notary Public – State of Texas

APPROVED, this the 4th day of May, 2023

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

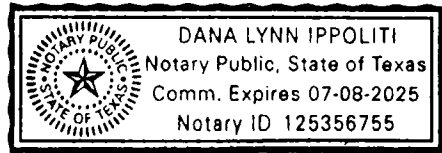
By: [Signature]  
Printed Name: Jimmie F. Jenkins  
Title: Authorized Representative

THE STATE OF TEXAS §

COUNTY OF Fort Bend §

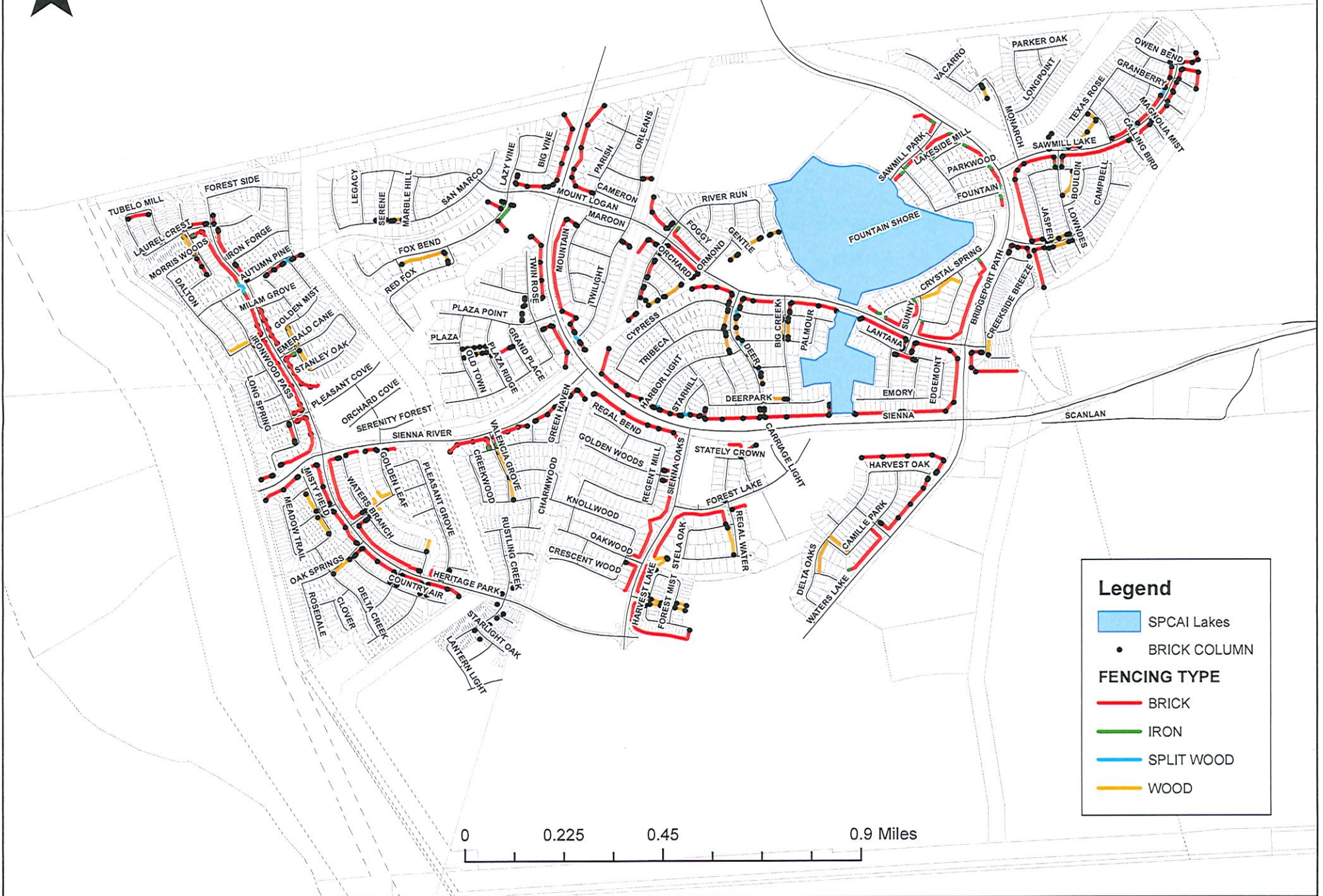
This instrument was acknowledged before me this 4th day of May, 2023, by Jimmie F. Jenkins, Authorized Rep. of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

[Signature]  
Notary Public – State of Texas



N

# Sienna SCAI Fencing



**Legend**

- SCAI Lakes
- BRICK COLUMN

**FENCING TYPE**

- BRICK
- IRON
- SPLIT WOOD
- WOOD

