



RESIDENTIAL DEDICATORY INSTRUMENT ENFORCEMENT, BOARD HEARING AND FINE POLICY

**Sienna Community Association
Sienna Residential Association**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Residential Dedicatory Instrument Enforcement, Board Hearing and Fine Policy (“**Policy**”) replaces in its entirety that (i) Residential Dedicatory Instrument Enforcement and Fine Policy for Sienna Plantation Residential Association, Inc. recorded under Clerk’s File Number 2018082886 in the Official Public Records of Fort Bend County, Texas (ii) Document Enforcement and Fine Policy for Sienna Plantation Community Association, Inc., recorded under Clerk’s File Number 2018125800 in the Official Public Records of Fort Bend County, Texas, and (iii) Builder Deed Restriction Enforcement and Fine Policy for Sienna Plantation Residential Association, Inc. recorded under Clerk’s File Number 2014074984 in the Official Public Records of Fort Bend County, Texas.

ARTICLE I. PURPOSE

The Purpose of this Policy is to establish a process relating to the enforcement of Dedicatory Instruments (as that term is defined in the Texas Property Code) for Sienna (defined below), Board hearings related thereto, and imposing fines for violation(s) of the Dedicatory Instruments. This Policy applies to Owner violations as well as Builder violations.

ARTICLE II. APPLICABILITY AND AUTHORITY

This Policy pertains to the following entities and encumbers that property restricted by the Covenant, Declaration and Townhome Declaration (defined below):

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

Any reference in this Policy to “**Board**”, “**Boards**”, “**Association**” or “**Associations**” applies to all of the above-mentioned entities. Any reference in these Rules to “**Sienna**” collectively means that property encumbered by the Declaration and the Covenant. Any reference in this Policy to “**Common Area**”, “**Owner**” or “**Occupant**” has the corresponding meaning ascribed to that term in the Declaration or Covenant, as applicable. Any reference in this Policy to “**Lot**” shall mean “**Lot**” as defined in the Covenant or Declaration (as applicable) or “**Townhome Lot**” as defined in the Townhome Declaration (as applicable).

Each Board is authorized by its respective Dedicatory Instruments to adopt policies pertaining to the governance of the Association that it serves. In the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing the enforcement of Dedicatory Instruments and Board hearings and fines related thereto, this Policy will control.

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.

This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person’s right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in Sienna. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

ARTICLE III. DEDICATORY INSTRUMENT VIOLATION LETTERS

In addition to other remedies that may be available to the Associations pursuant to Texas law, there are two different types of enforcement procedures that may be followed regarding violations of the Dedicatory Instruments. These two procedures are outlined in this Article in order to provide Owners and Builders with a better understanding of the process of Dedicatory Instrument enforcement. As set forth below, the type of enforcement procedure followed depends on whether a violation of the Dedicatory Instruments is considered (1) curable *and* does not pose a threat to public health or safety, or (2) uncurable *and/or* poses a threat to public health or safety.

The Texas Property Code provides that a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

The Board has the authority to make the ultimate determination as to which enforcement procedure is followed, if at all. Furthermore, the Board has the authority to make the ultimate determination of whether a violation of the Dedicatory Instruments is curable, uncurable and/or poses a threat to public health or safety. Nothing contained herein, not otherwise required by the Declaration, shall require Association staff, the HAC and/or the Board to take any of the specific actions contained herein. The Associations shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis as it, in its best judgment, deems reasonable.

A. VIOLATIONS THAT ARE CURABLE AND DO NOT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

By way of illustration and not limitation, the following are examples of *curable* violations: (i) a parking violation, (ii) a maintenance violation, (iii) the failure to construct improvements or modifications in accordance with approved plans and specifications, and (iv) an ongoing noise violation.

In instances where a violation is both curable and does not pose a threat to public health or safety, Owners and Builders will be given a reasonable time to cure violations of the Dedicatory Instruments, as set forth in more particular detail below. The time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the Board. Additionally, the Board may, in its own discretion, take into consideration the specific circumstances and the overall effect of the violation on the community when determining the time period to cure such violation, but in no event shall the Board be responsible or required to consider such factors. If an Owner or Builder is unable to correct the violation within the time specified, a written request for an extension must be submitted to Association staff, and such request may be approved by Association staff at the direction of the Board.

1. **COURTESY LETTER:** Upon verification of a violation, a Courtesy Letter may be sent to the Owner or Builder stating a description of the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a Courtesy Letter.
2. **VIOLATION LETTER:** After the expiration of the time period stated in Courtesy Letter, if one is sent, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner or Builder. Depending on the severity of the violation and/or the history of the Owner or Builder, this may be the first letter sent as determined by the Board. The Association is not required to send a Violation Letter. The Violation Letter will state:
 - (a) A description of the violation(s).
 - (b) The action required to correct the violation(s).
 - (c) The time by which the violation must be corrected; and
 - (d) That if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, or of any other Dedicatory Instrument, that a fine may be imposed.
3. **209 DEMAND LETTER:** Either upon initial verification of a violation, or after the expiration of the time period stated in the Courtesy Letter and/or Violation Letter, if sent, a 209 Demand Letter may be sent to the Owner or Builder. This letter will be sent by certified mail. The 209 Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's or Builder's last known address as shown on the Association's records, as well as by any other method that the Board determines that the 209 Demand Letter may be received by the Owner or Builder. Depending on the severity of the violation and/or the history of previous violations on the subject property, this may be the first letter sent (rather than a Courtesy Letter and/or a Violation Letter) as determined in the sole discretion of the Board.

The following information is related to the 209 Demand Letter for violations of the Dedicatory Instruments that are curable AND do not pose a threat to public health or safety ("Curable 209 Demand Letter"):

(a) **The Curable 209 Demand Letter will State:**

- (1) **Violation:** A description of the violation(s) that is the basis for the suspension action, charge, or fine;
 - (2) **Fines/Amounts Due:** The amount of the proposed fine and any amount due to the Association;
 - (3) **Right to Cure:** The Owner or Builder is entitled to a reasonable period to cure the violation and avoid the fine or suspension;
 - (4) **Time to Cure:** A specific date, which must be a reasonable period to cure, by which the Owner or Builder must cure the violation;
 - (4) **Active Military Duty:** The Owner or Builder may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner or Builder is serving on active military duty; and
 - (5) **Right to Request Hearing:** The Owner or Builder may request a hearing before the Board, such request to be made in writing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner or Builder.
 - (6) **Referral to Attorney:** If the Owner or Builder fails to cure the violation within the reasonable period to cure set forth in the 209 Demand Letter, the matter may be turned over to the Association's attorney for legal action.
- (b) **Owner Timely Cures Violation:** If the Owner or Builder cures the violation before the date specified in the 209 Demand Letter, a fine may not be assessed for the violation.
- (c) **Hearing not Requested – Timeframe to Cure Violation:** If the Owner or Builder chooses not to request a hearing, the violation must be cured within the timeframe set forth in the 209 Demand Letter. Fines, suspension of the right to use Common Areas as applicable, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day timeframe provided to the Owner or Builder to request a hearing.

B. VIOLATIONS THAT ARE UNCURABLE AND/OR POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the sole discretion of the Board, Owners or Builders may not be given time to cure violations of the Dedicatory Instruments that are considered uncurable and/or pose a threat to public health or safety. By way of illustration and not limitation, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. By way of illustration and not limitation, examples of acts considered uncurable are: (i) shooting fireworks, (ii) an act constituting a threat to public health or safety, (iii) a noise violation that is not ongoing, (iv) property damage, including the removal or alteration of landscape, and (v) holding an event prohibited by a Dedicatory Instrument.

1. **209 DEMAND LETTER:** Upon initial verification of an uncurable violation and/or threat to public health or safety, a 209 Demand Letter may be sent to the Owner or Builder. This letter will be sent by certified mail. The 209 Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's or Builder's last known address as shown on the Association's records as well as by any other method that the Board determines that the 209 Demand Letter may be received by the Owner or Builder.

The following information is related to the 209 Demand Letter for violations of the Dedicatory Instruments that are uncurable AND/OR pose a threat to public health or safety ("Uncurable 209 Demand Letter"):

(a) **The Uncurable 209 Demand Letter will state:**

- (1) **Violation:** A description of the violation(s) or property damage that is the basis for the suspension action, charge, or fine;
- (2) **Fines/Amounts Due:** State the amount of the fine and any amount due to the Association;
- (3) **Active Military Duty:** The Owner or Builder may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner or Builder is serving on active military duty; and
- (4) **Right to Request Hearing:** The Owner or Builder may request a hearing before the Board or a designated committee, such request to be made in writing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner or Builder.
- (5) **Referral to Attorney:** If the Owner or Builder fails to pay the fine within the timeframe set forth in the 209 Demand Letter, the matter may be turned over to the Association's attorney for legal action.

- (b) **Hearing not Requested:** Regardless of whether the Owner or Builder chooses to request a hearing, fines, suspension of the right to use Common Areas, and other remedies available to the Association may be implemented after the mailing of the 209 Demand Letter.

C. SUBSEQUENT SIMILAR VIOLATIONS

If an Owner or Builder has a violation within six (6) months after receiving a 209 Demand Letter pursuant to Section A or B herein for a previous, similar violation, (i) fines may be implemented and accrue as of the first (1st) date of the subsequent violation, and/or (ii) use of Common Areas may be suspended for the subsequent violation without sending another 209 Demand Letter to the Owner or Builder.

ARTICLE IV. BOARD HEARINGS

In the event an Owner or Builder requests a Board hearing pursuant to Article III of this Policy, the following rules will apply:

- A. Timing of Board Hearing:** The Board hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner or Builder's request for a Board hearing. The Board or the Owner or Builder may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board hearing may be scheduled outside of these parameters by agreement of the parties.

- B. Notice of Board Hearing:** The Board shall provide the date, time, and place of the Board hearing to the Owner or Builder not later than ten (10) days before the date of the Board hearing (the "Notice"). The Board hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board hearing shall be the "place" of the Board hearing for purposes of the Notice.
1. The Board shall include with the Notice a packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board hearing (the "Hearing Packet").
 2. If the Board fails to provide the Hearing Packet to the Owner or Builder at least ten (10) days before the Board hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board hearing.
- C. Owner or Builder's Evidence:** Owners and Builders are expected to provide a list of anticipated participants (including but not limited to witnesses and Owner or Builder representatives) and copies of any documentary evidence the Owner or Builder intends to introduce at the Board hearing to the Board no later than five (5) days before the Board hearing.
- D. Hearing Procedure:**
1. During the Board hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner or Builder. An Owner or Builder, or an Owner or Builder's designated representative, is then entitled to present the Owner or Builder's information and issues relevant to the dispute. The Board may ask questions of the Owner Builder, the Owner or Builder's designated representative, or any witnesses.
 2. Either party may make an audio recording of the hearing.
 3. All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.
- E. Ruling:** The Board is not required to deliberate or reach a determination during the Board hearing. Rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner or Builder of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.
- F. Time Limit:** Unless otherwise determined by the Board at the Board's sole discretion, Board hearings will be limited to no more than fifteen (15) minutes.
- G. Number of Hearings:** Upon receipt of a 209 Demand Letter as set forth in Article III, Owners and Builders are entitled to request only one (1) Board hearing as it relates to the violations set forth in the 209 Demand Letter, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

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

ARTICLE V. FINES AND OTHER REMEDIES

A. Fines

After a 209 Demand Letter (if required) has been sent to the Owner or Builder pursuant to the terms set forth above, the Association, acting through the Board, is authorized to impose fines for violations of any provisions of the Dedicatory Instruments governing Sienna, as set forth below.

Fines against an Owner or Builder will be assessed against the Owner's or Builder's Lot. The Owner or Builder will be responsible for the actions of all residents, guests and invitees of the Owner or Builder and any fines against such residents, guests and invitees will also be assessed against the Owner's or Builder's Lot.

Below is a listing of fines associated with some common violations of the Dedicatory Instruments. These fines have been adopted by the Board based upon the recommendations received from volunteers within Sienna and are not intended to be exhaustive but instead are provided for purposes of illustration. Subject to the enforcement procedures set forth above, fines may be levied upon observance of the violation and may continue until the violation is corrected. The following categories are for reference only. All fines are per item.

Payment of the fine amount does not grant a variance for the violation. All violations must be corrected to come into compliance with the Dedicatory Instruments.

| <u>Animal and Pet Violations</u> | <u>Fine</u> |
|--|-------------------------------|
| <ul style="list-style-type: none"> Property damage | \$100.00 Per Violation |
| <ul style="list-style-type: none"> Other Animal and Pet Violations | \$100.00 Per Violation |
| <u>Certificate of Compliance Not Requested</u> | \$200.00- Onetime fee |
| <u>Common Area Rule Violation</u> *as referenced in the Common Area Rules and Enforcement Guidelines | \$50 - \$500.00 Per Violation |
| <u>Holiday Decorations Not Removed</u> | \$300 Per Month |
| <u>Modifications</u> | |
| <ul style="list-style-type: none"> Done without approval | \$100-500.00 Per month |
| <ul style="list-style-type: none"> Not done per approved plan | \$100-500.00 Per Month |
| <u>House or Property Repairs</u> | |
| <ul style="list-style-type: none"> Painting of home | Min. \$350.00 Per Month |
| <ul style="list-style-type: none"> Garage door repair | Min \$300.00 Per Month |
| <ul style="list-style-type: none"> Roof Repair | Min. \$500.00 Per Month |

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| • Mildew | Min \$200.00 Per Month |
| • Wood fence | Min \$300 Per Month |
| • Metal fence | Min \$450.00 Per Month |
| • Gutter repair | Min \$250.00 Per Month |
| • Window Repair | Min \$100.00 Per Month |
| • Broken Light Fixture | Min \$200.00 Per Month |
| <u>General Home and Property Repairs</u> | |
| • Committee has discretion on what constitutes General Home and Property Repair items. | \$300 Per Month |
| <u>Landscape Maintenance</u> | |
| • Tree stakes, lawn maintenance, weed landscaping beds, unapproved border, trim shrubs, trim trees, weeds in lawn, etc. | \$200 Per Month |
| <u>Items in Public View</u> | |
| • Furniture, hammocks, barbeque grill, statues, newspapers, trash cans or bags, recycle cans, etc. | \$200 Per Month |
| <u>Vehicles and Parking</u> | |
| • Personal Vehicle | \$300 Per Month |
| • Commercial Vehicle | \$300 Per Month |
| <u>Uncurable Violations</u> | \$100-\$500.00 per incident |

B. Builder Fines

| <u>REQUIREMENT</u> | <u>FINE</u> |
|---|----------------------------|
| SEDIMENT CONTROL: Filter fabric must be installed at back of curb. Filter fabric or sand bags must be placed at all inlets. Open drainage Lots must have filter fabric, securely anchored, both up and down stream in the ditch. | Up to \$100 Per Occurrence |
| TRASH CONTROL: All blowable trash (including food & containers) should be confined within the jobsite (Lot). A. Wire and fence baskets B. Construction fencing <ul style="list-style-type: none"> ▪ Next to empty Lot after foundation is poured – all sides ▪ Next to finished Lot immediately – all sides ▪ Immediately along property line that abuts any Common Area, golf course, waterway or occupied residential Lot C. Keep Street free of debris every day | Up to \$100 Per Occurrence |

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| D. Keep Street free of dirt or cement materials on a weekly basis | |
| CLEAN PORT-O-LET: must be located within a distance of 3 Lots from the jobsite. The port-o-let must be placed on the Lot, not in the Street, and must be in working order at <u>all</u> times. | Up to \$100 Per Occurrence |
| ALCOHOL CONSUMPTION: <u>Alcohol is strictly prohibited on any construction site in Sienna Plantation.</u> | Up to \$500 Per Occurrence |
| THEFT OF WATER OR ELECTRICITY from neighboring, occupied residential Lot is strictly prohibited. Police report may be filed and charges may be actively pursued by law enforcement officials. | Up to \$500 Per Occurrence |
| LOUD MUSIC on jobsite is prohibited. | Up to \$100 Per Occurrence |
| NO UNAUTHORIZED PERSONNEL on the jobsite (specifically, no family/friends, and especially no one under the age of 18). | Up to \$500 Per Occurrence |
| ILLEGAL DUMPING anywhere in Sienna Plantation is prohibited. (This includes storage on adjacent or area Lots, whether owned by the same Builder or not.) | Up to \$500 Per Occurrence |
| CONSTRUCTION LOT PREPARATIONS FOR WEATHER-RELATED CONDITIONS: Prior to any possible severe weather conditions (such as high wind and torrential rains) all items that are not secured, including port-o-lets and construction debris, must be secured. | Up to \$1000 Per Lot (not secured) |
| CONSTRUCTION PARKING: Parking under any trees on Lots or in reserves is strictly prohibited. Parking should only occur on one side of the Street in order to keep the Street accessible at all times for emergency vehicles, school buses, and residents. Builders should coordinate with adjacent Builders in the area. | Up to \$100 Per Occurrence |
| VACANT LOT MAINTENANCE: <ul style="list-style-type: none"> • Front 30' of the Lot has to be mowed and line trimmed. • Vacant Lots adjacent to developed Lots will be mowed a minimum of 5' from the developed Lots. • Any debris, including downed trees within 50' of the front and 20' from the side or rear, has to be removed if there is an adjacent developed Lot. • Any other trees or tree limbs that may be a safety issue (i.e. falling on neighbor's house or fence, or falling on someone walking by) has to be removed. | Up to \$100 Per Occurrence; Self Help costs in addition to fines may occur if Lot violates Vacant Lot Policy |

C. Fine Waiver Requests

Once a violation has been reported by the Owner or Builder as cured and confirmed by management staff, Owners and Builders have the right to request that the HAC re-review the violation and consider waiving fines. Owners and Builders have one (1) year from the date of the HAC decision letter to request waiver consideration. Fines imposed for reoccurring violations will not be eligible for waiver requests. If ownership has changed, previous owners will not be eligible to request fine waiver reviews.

D. Other Association Remedies

The Owner or Builder shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association. Said attorney's fees and costs shall be charged to the Owner or Builder's assessment account. Additionally, the Association may, but is not obligated to exercise its self help remedy pursuant to the terms set forth in the Dedicatory Instruments and any costs associated with same shall be the personal obligation of the Owner or Builder

and are supported by the lien created in the Dedicatory Instruments. Further, rights to access Common Areas may be suspended and/or a Notice of Dedicatory Instrument Violation may be recorded in the real property records.

The Association reserves its right under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. Per the Board's direction the matter may be sent to legal counsel for the Association; and Owner or Builder may be charged an administrative fee when the file is sent to legal counsel.

| Policy Name | Approved/Finalized | Revised |
|--|---------------------------|-------------------------------|
| Residential Dedicatory Instrument Enforcement, Board Hearing and Fine Policy | | August 8 & 13, 2024 |
| Residential Dedicatory Instrument Enforcement, Board Hearing and Fine Policy | | August 1 and 3, 2023 |
| Residential Dedicatory Instrument Enforcement, Board Hearing and Fine Policy | | February 1 & 2, 2022 |
| Residential Violation Enforcement and Fine Policy | | July 26, 2021 & July 28, 2021 |
| Residential Dedicatory Instrument Enforcement and Fine Policy | | July 23, 2018 |
| Residential Dedicatory Instrument Enforcement and Fine Policy | | August 17, 2015 |
| Residential Deed Restriction Enforcement and Fine Policy | | June 2, 2014 |
| Schedule of Fines | | March 18, 2013 |
| Residential Deed Restriction Enforcement and Fine Policy | | May 29, 2008 |
| Residential Deed Restriction Enforcement and Fine Policy | | October 29, 2007 |
| Schedule of Fines | | October 24, 2006 |
| Residential Deed Restriction Enforcement and Fine Policy | | September 28, 2005 |
| Deed Restriction Enforcement Policy | March 31, 2005 | |
| Schedule of Fines | February 23, 2005 | |

[SIGNATURE PAGES FOLLOW]

CERTIFICATION

I certify that, as Secretary of the Sienna Plantation Residential Association Inc., the foregoing Parking Policy was approved on the 13th day of August, 2024, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 13th day of August, 2024.

By: Allison Bond
Print Name: Allison Bond
Title: Secretary

STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME, on this day personally appeared Allison Bond 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 13th day of August, 2024.




Dana Lepolite
Notary Public – State of Texas

CERTIFICATION

I certify that, as President of the Sienna Plantation Community Association Inc., the foregoing Residential Dedicatory Instrument Enforcement and Fine Policy was approved on the 8th day of August, 2024, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 8th day of August, 2024.

By: 
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 8th day of August, 2024.


Notary Public – State of Texas



APPROVAL BY TOLL-GTIS PROPERTY OWNER, LLC

APPROVED, this the 8th day of August, 2024.

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

By: *Jimmie F. Jenkins*

Printed Name: Jimmie F. Jenkins

Title: Authorized Representative

THE STATE OF TEXAS §

COUNTY OF Fort Bend §
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This instrument was acknowledged before me this 8th day of August, 2024, by Jimmie F. Jenkins, Authorized Rep. of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.

Dana Lynn Ippoliti

Notary Public – State of Texas

After Recording Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

