



COMMERCIAL DEDICATORY INSTRUMENT ENFORCEMENT AND FINE POLICY

Sienna Business Association
Sienna Property Owners Association

This Commercial Dedicatory Instrument Enforcement and Fine Policy ("Policy") replaces in its entirety that (i) Dedicatory Instrument Enforcement and Schedule of Fines Policy for Sienna Plantation Property Owners Association, Inc. recorded under Clerk's File Number 2017031277 in the Official Public Records of Fort Bend County, Texas, and (ii) Sienna Plantation Policy Manual for Sienna Plantation Business Association, Inc., Attachment 3 and Attachment 5, recorded under Clerk's File Number 2016024318 in the Official Public Records of Fort Bend County, Texas.

I. PURPOSE

The purpose of this Policy is to establish a process relating to the enforcement of the Dedicatory Instruments (as that term is defined in the Texas Property Code) for the commercial component of Sienna and imposing fines for violation(s) of the Dedicatory Instruments.

II. APPLICABILITY AND AUTHORITY

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

1. Sienna Plantation Business Association, Inc., sometimes doing business as Sienna Business Association ("SBA") as referenced in the Sienna Plantation Commercial Amended and Restated Master Covenant (Sienna Plantation Business Association, Inc.) recorded under Clerk's File No. 2016024161 in the Official Public Records of Fort Bend County, Texas (the "Covenant"), as same may be amended from time to time, and any other property which has been or may subsequently be annexed thereto and made subject to the authority of the SBA.
2. Sienna Plantation Property Owners Association, Inc., sometimes doing business as Sienna Property Owners Association ("SPOA") as referenced in the Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Property Owners Association, Inc.) recorded under Clerk's File No. 9670899 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 subsequently be annexed thereto and made subject to the authority of the SPOA.

Any reference to "Board", "Boards", "Association" or "Associations" applies to all of the above-mentioned entities. The Board is authorized by its respective Dedicatory Instruments to adopt policies pertaining to the governance of the Association that it serves. Any reference in this Policy to "Tract" or "Owner" has the corresponding meaning ascribed to that term in the Declaration or Covenant, as applicable. In the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing Dedicatory Instrument enforcement and fines, 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.

III. PROCEDURES

A. DEDICATORY INSTRUMENT ENFORCEMENT

In an effort to provide Tract Owners with a better understanding of the process of Dedicatory Instrument enforcement and related fines, the Boards of the Associations have adopted the following Policy. Please review the applicable Association's Dedicatory Instruments and Commercial Design Guidelines to become familiar with those items that are considered violations, as well as the type of enforcement action that may be taken.

Tract Owners will be given a reasonable time to cure deed restriction violations. The time period given to correct violations will generally be fifteen (15) days. However, 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 applicable Association. If a Tract Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted.

Procedure as follows:

1. **Courtesy Letter:**

Upon verification of a violation, a Courtesy Letter may be sent to the Tract Owner stating:

- (a) A description of the Dedicatory Instrument violation(s);
- (b) The action required to correct the violation(s); and
- (c) The time (at least 15 days, unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) by which the violation must be corrected.

2. **Violation Letter:**

After the expiration of any time periods given to cure the violations under the Courtesy Letter (if any) or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Tract Owner, either via regular U.S. mail postage prepaid, overnight delivery by a private courier, hand delivery, via email or facsimile transmission. Depending on the severity of the violation and/or the history of the Tract Owner, this may be the first letter sent as determined in the sole discretion of the Board. The Violation Letter will state:

- (a) A description of the deed restriction violation(s);
- (b) The action required to correct the violation(s);
- (c) The time (at least 15 days, unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) by which the violation must be corrected;
- (d) That if the violation is not corrected within the time allowed or if there is a subsequent violation of the same restriction, any other restriction set forth in the Dedicatory Instruments for the Association or on the attached Fine Schedule, that a fine may be imposed and/or the Association may exercise its right to enter upon the violating Owner's Tract and cure such violation at the Owner's expense.

3. **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 Demand Letter may be sent to the Owner. This letter will be sent by both first class and certified mail. The 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 last known address as shown on the Association's records, as well as by any other method that the Board determines that the Demand Letter may be received by the Owner. Depending on the severity of the violation and/or the history

of previous violations on the Owner's 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. This letter will state:

- (a) A description of the Dedicatory Instrument violation(s).
 - (b) The action required to correct the Dedicatory Instrument violation(s).
 - (c) That the matter may be turned over to the Association's legal counsel and additional charges, including legal fees, will be incurred which will be added to such Owner's assessment account.
 - (d) The proposed sanction or fine to be imposed.
 - (e) That a reasonable period of time will be given, to be determined in the sole discretion of the Board, to cure the violation and avoid the fine, unless notice and opportunity to cure a similar violation was given within the previous six months.
 - (f) A written appeal of the fine may be sent to the Board within 10 days from the date of the notice setting forth the fine, which written appeal must contain any evidence that supports such Owner's request for such appeal. If no request is received, future requests for waiver of any fines imposed for the Dedicatory Instrument violation will not be allowed.
4. After an affirmative decision by the Board, or after the expiration of the time period provided in 3(e) above, the fine may accrue as of the first (1st) date of the subsequent Dedicatory Instrument violation.
 5. If, in the reasonable opinion of the Board, any Tract Owner fails in such Owner's obligations to keep its property, sidewalks, berms and landscaping in accordance with Community-Wide Standards, the Board may cause to be performed such repair and maintenance if the Tract Owner fails to fulfill this duty after fifteen (15) days written notice (unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) to such Owner. The Tract Owner shall be personally liable for the cost of such work and will reimburse the Association for the costs incurred within twenty (20) days from the date the Board sends an invoice for such work. If the Tract Owner fails to reimburse the Association, a special assessment may be levied against such Owner's Tract, which assessment shall bear interest at the maximum lawful rate from the date the amount is advanced by the Associations until such amount is paid by the Owner against whom it is assessed.
 6. If the violation is in the form of unauthorized construction, or of a type that is causing danger or nuisance to the community, and time is of the essence, as determined in the sole discretion of the Board, the matter may immediately be turned over to the Association's legal counsel for pursuit of a temporary injunction and/or permanent injunction.
 7. The Board is authorized to impose lesser fines or no fine at all for Dedicatory Instrument violation(s), as determined by the Board in its sole and absolute discretion.
 8. Nothing contained herein, not otherwise required by the Declaration or Covenant, as applicable, shall require the Boards to take any of the specific actions contained herein. The Boards shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as in its best judgment it deems reasonable.

B. SCHEDULE OF FINES

As permitted under the Dedicatory Instruments, the Boards have the right to set rules and regulations, and impose fines if necessary to achieve compliance with the Dedicatory Instruments. Below are the fines that were approved by the Boards associated with some common violations. Fines may be levied upon observance of the violation. These categories are for reference only and may apply to other situations. Fine amounts may be increased at the discretion of the Boards. 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. If there is a subsequent violation of the same rule the fine amount will double with each subsequent violation.

For damage to Association maintained common areas including, but not limited to, irrigation damage, turf damage, electrical, flatwork/curbing, charges will be billed at cost plus 20% administrative fee for substantial repair to previous condition.

The Associations reserve the right to make changes to this Policy without notice.

<u>Construction-Building and Property Modifications</u>	<u>Fine</u>
Construction (placement of forms, slab, framing, etc.) commences before final plans approved	\$ 2,000.00
Construction or modifications not in accordance with approved plans	\$ 2,000.00
Requests for variances "after the fact"	\$ 3,000.00
Roadwork improvements/lane closures during 6:00AM-9:00AM and 4:30PM-6:30 PM	\$ 1,000.00
<u>Site Maintenance (During Construction)</u>	<u>Fine</u>
Construction debris not controlled with fencing, etc.	\$ 1,000.00
Construction entry/exits not approved and/or used	\$ 1,000.00
Debris and materials improperly stored on site or on street	\$ 500.00
Failure to use Association's sub-contractor for modifications in common areas	\$ 1,000.00
Sediment control not in place or not properly maintained	\$ 1,000.00
Site not cleaned on Fridays at end of day	\$ 500.00
Landscaping not maintained to community wide standards (lawn maintenance, shrubs, trees, dead plants, etc.)	\$ 500.00
Streets not maintained daily (debris, spilled concrete, etc.)	\$ 500.00
Temporary construction office location not approved	\$ 1,000.00
Trash enclosures not used or erected as approved, or trash removal insufficient	\$ 1,000.00
<u>Site Maintenance (Developed)</u>	<u>Fine</u>
Landscaping not maintained to community wide standards (lawn maintenance, shrubs, trees, dead plants, etc.)	\$ 500.00
Lighting in disrepair or not working	\$ 500.00
Parking lot not maintained (striping, surface)	\$ 500.00
General maintenance and upkeep (painting, power washing, trash removal, fencing, etc.)	\$ 500.00

<u>Signage</u>	<u>Fine</u>
Banners, flags, balloons, inflatables, etc. on property	\$ 500.00
Building signage (permanent) installed without approval or not as approved	\$ 1,000.00
Merchandise or signage on sidewalk or parking lot for sale or display	\$ 250.00
Neon signs and/or flashing lights in unapproved location	\$ 500.00
Signs attached to windows in a manner not consistent with design standards	\$ 250.00
Temporary sign installed without approval or not consistent with design standards	\$ 500.00
Vehicles parked with signage used for advertising purposes	\$ 500.00
<u>Other</u>	<u>Fine</u>
Common Area Rule & Enforcement Guidelines Violation	\$250.00
Certificate of Compliance not requested	\$ 1,000.00
Dumping from site elsewhere in Sienna	\$ 2,000.00
Pre-construction meeting not held in advance of construction commencement	\$ 1,000.00
Sufficient off-street parking not provided or not used during construction	\$ 1,000.00
Failure to prepare site for weather related emergencies	\$ 3,000.00

[SIGNATURE PAGES FOLLOW]

Policy Name	Approved/Finalized	Revised
Commercial Dedicatory Instrument Enforcement and Fine Policy – Combined for SPOA and SBAI		February 1 & 2, 2022
Commercial Dedicatory Instrument Enforcement and Fine Policy		July 26, 2021
Dedicatory Instrument Enforcement and Schedule of Fines		2-28-17
Deed Restriction Enforcement Policy-For Owners of a Tract	8-30-07	

CERTIFICATION
SIENNA BUSINESS ASSOCIATION/TOLL-GTIS PROPERTY OWNER, LLC

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Sienna Plantation Business Association, Inc., a Texas non-profit corporation.

That the attached Commercial Dedicatory Instrument Enforcement and Fine Policy was duly adopted by a quorum of the Board of Directors, either in person or electronically, on the 2nd day of February, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 2nd day of Feb., 2022.

By: Jimmie F. Jenkins
Jimmie F. Jenkins

Print Name: Jimmie F. Jenkins

Title: President

STATE OF TEXAS

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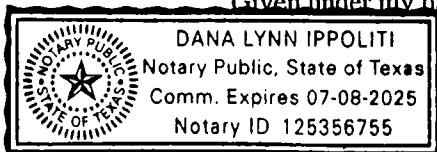
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COUNTY OF FORT BEND

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BEFORE ME, on this day personally appeared Jimmie F. Jenkins, the President of Sienna Plantation Business Association, Inc., known by me to be the person whose name is subscribed to the foregoing 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 2nd day of February, 2022.



Dana Lippoliti
 Notary Public – State of Texas

APPROVED, this the 2nd day of February, 2022.

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

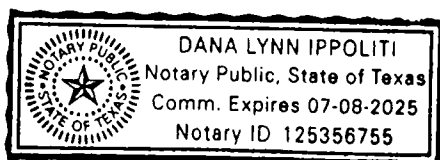
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COUNTY OF FORT BEND

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This instrument was acknowledged before me this 2nd day of February, 2022, by Jimmie F. Jenkins, the Authorized Representative of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.



Dana Lippoliti
 Notary Public – State of Texas

CERTIFICATION
SIENNA PROPERTY OWNERS ASSOCIATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Sienna Plantation Property Owners Association, Inc., a Texas non-profit corporation.

That the attached Commercial Dedicatory Instrument Enforcement and Fine Policy was duly adopted by a quorum of the Board of Directors, either in person or electronically, on the 1st day of February, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 1st day of February, 2022.

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

STATE OF TEXAS

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COUNTY OF Fort Bend§

BEFORE ME, on this day personally appeared Derek Goff, the Secretary of Sienna Plantation Property Owners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this person 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 1st day of February, 2022.

Dana Lippoliti
 Notary Public – State of Texas

After Recording Return To:
 Dana L. Ippoliti
 9600 Scanlan Trace
 Missouri City, TX, 77459

