



## **POOL RENTAL POLICY**

**Revised January 27, 2021**

### **SIENNA COMMUNITY ASSOCIATION SIENNA RESIDENTIAL ASSOCIATION**

STATE OF TEXAS                               §  
                                                         §  
COUNTY OF FORT BEND                   §

This Pool Rental Policy for Sienna Plantation Community Association, Inc., sometimes doing business as Sienna Community Association, and Sienna Plantation Residential Association, Inc., sometimes doing business as Sienna Residential Association is hereby adopted by the Board of Directors of Sienna Community Association and the Board of Directors for Sienna Residential Association (collectively referred to herein as the "Boards"), with the approval of TOLL-GTIS PROPERTY OWNER, LLC, a Texas limited liability company ("Declarant"), and replace in their entirety any previously recorded or implemented rules that address the subjects contained herein.

WHEREAS, the lots encumbered by this Policy are (i) those lots restricted by 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, as same has been or may be amended from time to time ("Covenant"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Sienna Plantation Community Association, Inc. ("SPCAI"), and (ii) those lots restricted by 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 annexed thereto and made subject to the authority of the Sienna Plantation Residential Association, Inc. ("SPRAI"); and

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Associations  
9600 Scanlan Trace  
Missouri City, TX 77459  
281.778.0778  
Fax 281.778.0779

WHEREAS, the Covenant and the Declaration are collectively referred to herein as the “Declarations”; and

WHEREAS, the pool facilities that are the subject of this Policy are owned by SPCAI and SPRAI (collectively referred to herein as the “Association”); and

WHEREAS, SPCAI and SPRAI desire the pool facilities to be amenities shared by the residents of SPCAI and SPRAI communities; and

WHEREAS, the Boards, with the approval of Declarant, hereby adopt this Policy pursuant to the authority set forth in the Declarations.

NOW, THEREFORE, BE IT RESOLVED THAT the Boards do hereby adopt this Policy, which runs with the land and is binding on all owners and lots encumbered by the Declarations. This Policy will become effective upon recording of same. After the effective date, this Policy replaces any previously recorded or implemented rules or policy that addresses the subjects contained herein.

## **I. POLICY STATEMENT**

Sienna is proud of its environment and facilities and is pleased to offer use and enjoyment to members and guests through community group reservations and rentals for private events. Sienna is also a residential community and is committed to maintaining an environment respectful of the residents’ right to the quality of life our community fosters. With this in mind, the Association has established this Policy governing reservations and rental events in order to extend the enjoyment of its pool facilities, while preserving the residential nature of the community.

In consideration of the rights and privileges of reservation and rental use of pool facilities, applicants agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants and/or guests, to be bound by the following Policy.

Sienna Residential Association and Sienna Community Association pool facilities shall hereinafter be collectively referred to as ‘Facilities’.

## **II. PROCEDURES FOR RESERVING FACILITIES**

Facilities shall be available on a first-come, first-serve basis. Reservation applications for use of Facilities shall be submitted online using the Association’s Facility Rental link available on [www.siennarec.com](http://www.siennarec.com).

Reservations requests are accepted a minimum of ten (10) business days in advance of a function. Facility reservations are accepted beginning 12:00 AM, April 1<sup>st</sup>.

All applications are administered by the pool party coordinator through the online reservation system. The Applicant will be notified within ten (10) business days of receipt of an application to confirm the availability of Facilities for the date and times requested, and will review the rental security and associated costs. Submittal of application prior to notification of approval from Association does not reserve a facility. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request.

Pools are available for rental by residents of the Association during public hours and during private hours for rental fees which have been established by the Association. Pool parties will only be permitted during the following time frame: the Tuesday after Memorial Day weekend until the Friday before Labor Day Weekend OR until the Sunday before school resumes (whichever comes first). Pool parties will not be permitted on days that the Pools are closed, except 5th grade pool parties (for Sienna-based elementary schools only) may be permitted on such days.

### III. ELIGIBILITY

- A. Facility reservations and rentals are limited to individuals residing in either Sienna Residential Association or Sienna Community Association (the "Association").
- B. Applicants must be a legal owner or lessee of a residential property in the Association and must show acceptable proof of residence in the Association.
- C. Applicants may not use the facility for commercial purposes or as an extension of their commercial operation (field trip destination, company pool party, etc.).
- D. An owner's (Applicant's) use of common property and facilities may be suspended if the owner has delinquent account status. Refer to the Association's Collection Policy and Payment Plan Guidelines, recorded in the Official Public Records of Fort Bend County, Texas and available on [www.siennanet.com](http://www.siennanet.com). For Applicants who are leasing an Association property, the property owner cannot be in delinquent account status.
- E. The person submitting the application must handle all transactions, inquiries and changes.
- F. Applicant must provide the name and contact information for at least one (1) additional alternate individual as a contact for the reservation.
- G. Applicant is required to be present at the ~~rental~~ event and available to the Association during the entire course of the event for which the Applicant made a reservation.
- H. The right of rental or use of ~~Sienna~~ Facilities is exclusive to Applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. Nor shall the use of the facilities be for any other purpose other than what is stated on the application.
- I. The Association reserves the right to disapprove the application to reserve or rent Facilities based on the Applicant's and/or Applicant's guests' previous rental history.
- J. The Association reserves the right to disapprove applications for events that are deemed political, social, policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

- K. Any reservation or rental agreement is revocable by the Association at any time upon good cause.

#### **IV. UNAVAILABLE RENTAL DATES**

Facilities are not available for rental reservations on the following dates, unless historical precedence has been established:

- 1<sup>st</sup> Operational Weekend of Swim Season
- Memorial Day Weekend & Memorial Day
- July 4<sup>th</sup> Weekend and/or July 4<sup>th</sup>
- Labor Day Weekend & Labor Day

#### **V. HOURS OF USE**

**“Open Hour” Parties:** Applicant may reserve the Facilities for “Open Hour” Pool Parties during the standard Association approved operating hours (ex. During “public” pool hours). Applicants may reserve an “Open Hour” Pool Party for a maximum of 25 total guests (includes swimmers & non-swimmers) and parties can be scheduled for two (2) –to-four (4) hour long parties to be held in one of the designated pool party areas only.

**“After Hour” Parties:** Applicants may reserve the Facilities for “After Hour” Pool Parties after the standard Association approved operating hours (ex. after pools close to public) and around the contractual use hours of Sienna’s swim teams. “After Hour” Pool Parties are only permitted at the Club Sienna Pool and be a minimum of two (2) hours in length and must end no later than 11:00 p.m. (including clean up/break down). “After Hour” Pool Parties may only be held after normal operating hours (on a day that the pool is open to the general public).

All Facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate Facilities at the designated time shall result in forfeiture of the security deposit.

The Resort at Sienna Springs Pool is available for “graduation” parties (ex. kindergarten, 5<sup>th</sup> grade/8<sup>th</sup> grade/12<sup>th</sup> grade pool parties, etc.)

#### **VI. CONDUCT AND COMPLIANCE WITH APPLICABLE LAWS AND DEDICATORY INSTRUMENTS**

Applicant and Applicant’s agents, contractors, licensees, invitees, participants and/or guests using Facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Fort Bend County, as well as Association Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and Applicant’s agents,

contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Association's premises.

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with the Association and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant hereby assumes full responsibility for the character and acts and omissions for all Applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

The Association reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

## **VII. OCCUPANCY LIMITS**

A maximum number of persons permitted to occupy a particular Sienna Facility is subject to the discretion of the board

## **VIII. PARKING**

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. **Please note: parking at Facilities may be significantly reduced during pool operating season, April - September.** Association is not able to guarantee a specific number of parking spaces or guarantee the accommodation of specific parking requirements.

If the number of attendees at an event exceeds the total number of available spots for the site being utilized a parking plan prepared by the group reserving Facilities will be required. If street parking is necessary, it must be in accordance with the posted street signs. No parking is permitted in the circle drives adjacent to the Club Sienna or Sawmill Lake Club buildings.

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

## **IX. EQUIPMENT**

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, and special lighting shall be permitted within Facilities and premises without advance written consent of the Association. Association reserves the right to prohibit outside equipment or rental services to be brought into the facility if it is deemed to potentially create additional risk to the facility or furnishings, or necessitate additional custodial or Association services. Association reserves the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the premise.

The sound level of musical or sound equipment will be closely monitored by the Association and the Association reserves the right to require the Applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by the Association can result in immediate termination of the event and deposit may be forfeited. **No music is permitted outdoors (including on patios) after 10 p.m.**

Storage of any equipment or supplies prior to function or following function is not available.

#### **X. NO SMOKING OR GLASS CONTAINERS**

There is a NO SMOKING POLICY (including e-cigarettes) inside and within 50 feet of the Facilities. Glass containers are not allowed at any of the Facilities, exterior grounds, or inside the perimeters at the pools.

#### **XI. ALCOHOL**

No form of alcohol may be served, consumed, or brought into the pool area or surrounding grounds/parking lots by applicant or applicant's guests during "Open Hour" Pool Parties (parties scheduled during public hours of pool operations). Applicants reserving "After Hour" Pool Parties must disclose, at the time of application, any use of alcohol for their party. Refer to Security Guidelines on security requirements for "After Hour" Parties with alcohol present.

#### **XII. CLEAN UP**

Applicant shall return Facilities and its furnishings and property in the same condition as received. Before leaving the premises, applicant must clear all tables and remove all decorations and personal belongings. Chairs and tables must be returned to proper locations. Storage of any equipment or supplies prior to function or following function is not available.

All Facilities, including parking lots, must have been promptly cleared and vacated within one hour (60 minutes) after the end of the event. Any event which fails to vacate the Facilities at the designated time shall result in forfeiture of the security deposit.

**XIII. EMERGENCIES**

If additional Association staff, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of the Association, Applicant will be billed a minimum of \$75.00 for the first hour and \$50.00 per hour thereafter for services rendered.

**XIV. UNDERSTANDING & RESPONSIBILITY FOR LAWS AND DEDICATORY INSTRUMENTS**

It is the Applicant's responsibility to obtain copies of, and become familiar with, all applicable laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to the event. Applicant will be held responsible for making sure all Applicant's agents, contractors, licensees, invitees, participants and/or guests know and understand the importance of this Policy, and all laws, Rules, Regulations, Policies and other Dedicatory Instruments prior to commencement of the event.

All applicants and applicant's guests are required to follow all posted pool rules.

**XV. NON-CONFORMING EVENTS**

Events that have been scheduled based on false or misleading information provided by the Applicant or Applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

**XVI. EVENT SECURITY**

Association has the right to require uniformed law enforcement officers for any and all events.

**Cost for security, as determined by Association, shall be paid for by the Applicant. All reservation fees (including security deposit and security fees---if necessary) must be submitted at the time of reservation request. Security fees shall be included in total quote provided to Applicant at the time of reservation request submittal. Applicants are not permitted to employ their own security officers.**

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of Association, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers will be scheduled by Association, shall be in attendance at the full duration of the event at Facilities, If the Applicant goes beyond the scheduled ending clean up time, the Applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of Association. All costs and payments for law enforcement officers shall be the responsibility of the Applicant, and shall be controlled by Association.

Standard Security Guidelines:

- Any event hosting 50 guests or more will require a minimum of one (1) uniformed law enforcement officer on duty
- Any event serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty
- Any event at which one of the following entire pools has been rented (Brushy Lake or Steep Bank), a minimum of one (1) uniformed law officer on duty
- Any event at which one of the following entire pools has been rented (Club Sienna, Sawmill Lake, Sienna Springs Resort), a minimum of two (2) uniformed law officers on duty
- Any additional requirements in respect to security officers are at the sole discretion of the Association.

The Association has the right to require additional law enforcement officers, paid for by the Applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, Applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

## **XVII. PERSONAL PROPERTY**

The Association is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, the Association is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of Facilities and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by Association or Applicant, the Association reserves the right to remove from the Facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the Applicant. The Association shall not be

liable in any way to Applicant, participants or guests on account of removing, storing or disposing of such personal property.

## **XVIII. CANCELLATIONS, DAMAGES AND SECURITY DEPOSITS**

### Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check or credit card (Visa, MasterCard, or Discover) at the time of submittal of reservation request. Payments for all fees (rental, deposit and security fees) are due at the time of request, a minimum of ten (10) business days prior to event. **Unused hours for rental fees and security are non-refundable.**

### Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of the Association which is damaged or missing as a result of use by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and the Association costs established on the accompanying fee schedules if the Applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies or other Dedicatory Instruments. An additional charge will be billed to the Applicant if damages or the Association's emergency response exceed the security deposit.

Applicant is required to leave the Facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse Association for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced or stolen, by Applicant, participants or guests.

Should an event's actual attendance exceed the designated number on the application by 10% or more, Applicant will forfeit their security deposit in full. Should an event not conform to or otherwise deviate from the description provided at the time of application, Applicant will forfeit their security deposit in full, the Association reserves the right to terminate the event immediately, and any fees paid will not be prorated or returned for early termination.

### Return of Security Deposit

If Applicant gives written notice of cancellation of a reservation no later than 10 days prior to the scheduled event, there will be no cancellation fee. In the event of inclement weather and a decision is made a minimum of 24 hours prior to the party beginning, the Association will work with applicant to reschedule the event for the next available date. If a party is 50% or more completed, no refunds will be issued. If a party is less than 50% complete, Applicant will receive a 50% refund. Lifeguard fees are 100% non-refundable.

**XIX. LIABILITY INSURANCE AND INDEMNIFICATION**

The Association reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the property of Association.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC., THE SIENNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., THE SIENNA PLANTATION COMMUNITY ASSOCIATION, INC., SIENNA/JOHNSON DEVELOPMENT, L.P., TOLL-GTIS PROPERTY OWNER, LLC., ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF SIENNA COMMUNITY FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUEST.

**XX. CONTACT INFORMATION**

For further information or clarification of the Pool Rental Policy, please contact pool party coordinator at [www.siennarec.com](http://www.siennarec.com)

**XXI. FACILITY RENTAL FEES**

Facility Rental Fees are available on the facility rental information page located online at [www.siennarec.com](http://www.siennarec.com).

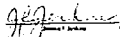
| <b>Policy Name</b>              | <b>Approved/Finalized</b> | <b>Revised</b>   |
|---------------------------------|---------------------------|------------------|
| Pool Rental Policy              |                           | January 27, 2021 |
| Pool Rental Policy              |                           | January 23, 2017 |
| Pool Rental Policy              |                           | August 17, 2015  |
| Pool Rental Policy              |                           | January 28, 2013 |
| Pool Rental Rules & Regulations | April 10, 2007            |                  |

[POLICY SIGNATURE PAGES FOLLOW]

CERTIFICATION

I hereby certify that, as President of the Sienna Community Association, the foregoing Policy was approved on the 27<sup>th</sup> day of January, 2021, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 27<sup>th</sup> day of January, 2021



\_\_\_\_\_  
Jimmie F. Jenkins, President

STATE OF TEXAS

§

COUNTY OF Fort Bend

§

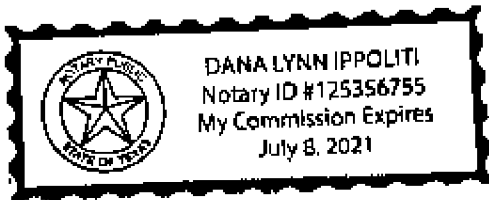
§

BEFORE ME, on this day personally appeared Jimmie F. Jenkins, the President of the Sienna Community Association, known by me to be the person whose name is subscribed to this 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 this the 27<sup>th</sup> day of January, 2021



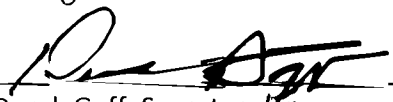
\_\_\_\_\_  
Notary Public – State of Texas



CERTIFICATION

I hereby certify that, as Secretary/Treasurer of the Sienna Residential Association, the foregoing Policy was approved on the 25<sup>th</sup> day of January, 2021 at a meeting of the Board of Directors at which a quorum was present.

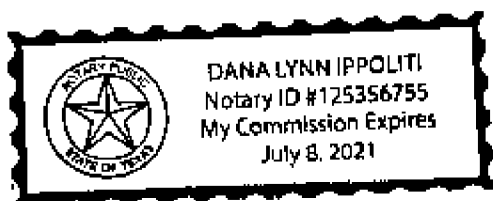
DATED, this the 25<sup>th</sup> day of January, 2021.

  
Derek Goff, Secretary/Treasurer

STATE OF TEXAS                   §  
                                                 §  
COUNTY OF FORT BEND       §

BEFORE ME, on this day personally appeared Derek Goff, the Secretary/Treasurer of the Sienna Residential Association, known by me to be the person whose name is subscribed to this 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 this the 25<sup>th</sup> day of January, 2021



  
Notary Public - State of Texas

APPROVED, this the 27<sup>th</sup> day of January, 2021

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 27<sup>th</sup> day of January, 2021, by Jimmie F. Jenkins Authorized Rep. of Toll-GTIS Property Owner, LLC, a Texas limited liability company, on behalf of said company.



[Signature: Dana Ippoliti]  
Notary Public – State of Texas

After Recording Return To:

Dana Ippoliti  
Sienna Associations  
9600 Scanlan Trace  
Missouri City, Texas 77459