

## PERIMETER FENCE REPAIR AGREEMENT

In the Fence Easement Agreement entered into back in the 1990s between the then property owner (Grantor) and WSMA (Grantee), the following language was included and agreed upon in most if not all the Fence Easement Agreements: **"... Grantor shall not damage, remove or alter the fence or any part thereof without first obtaining written approval from Grantee with respect to any such action, such approval to be at Grantee's sole discretion..."**

This WSMA Perimeter Fence Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Current Perimeter Fence Property Owner, (hereafter referred to as CPO) and Williamsburg Settlement Maintenance Association (hereafter referred to as WSMA) is for the purpose of granting the CPO written approval to repair and/or replace the WSMA Perimeter Fence (hereafter referred to as the WSMA fence) on CPO's property providing that the CPO agrees to the terms, conditions and statements as set out below:

- 1) I am the Current Property owner of Section \_\_\_\_, Block \_\_\_\_, Lot \_\_\_\_ located in Williamsburg Settlement, Harris County, Texas and do hereby agree to hold harmless WSMA from and against any and all claims, losses, damages, expenses and liability arising out of any activities or work undertaken by me or others who may be assisting me relative to the repair and/or replacement of the WSMA fence located on my property.
- 2) I agree to provide a copy of my Lot Survey (Plat) including the Section, Block and Lot number as well as my street address, my phone number and an email address if I have one.
- 3) I agree that when I repair and/or replace any segment of the WSMA fence on my property, I will use materials as specified below (Unless otherwise approved by the WSMA Board) and the appearance of the new segment will match the style of the overall WSMA fence (See Pictures of WSMA fence attached).
- 4) I agree that Materials shall be of the approximate dimensions and materials described as follows:
  - a) Fence shall be about 6.6 feet high
  - b) Post will be about 4" X 4" treated pine and concreted into the ground to a minimum depth of 24" and no more than 7' to 8' apart
  - c) The 2" X 4" s shall be treated pine (one at bottom, one in the middle, and one at the top) and all must be on the property owner's side of the fence.
  - d) The rot board shall be 2" X 6" treated pine
  - e) All Pickets will be Cedar material about 6' X 6" X 1". They must face the public side of the fence and secured with the notched end uppermost with non-corrosive fasteners.
  - f) Cap board shall be about 2" X 6" Cedar material
  - g) A 1" X 2" board will be secured immediately beneath the cap to cover the notched tops of the pickets. This will preferably be attached by screws for ease of later removal when pickets need to be replaced.
  - h) At least 80lbs Sakrete will be used for each post.

- 5) I agree that any and all WSMA fence taken down by me must be replaced within 1 week of the time it was taken down.
- 6) I agree that care will be taken at the start and stop points of the replaced or repaired segments to tie back into the older WSMA fence.
- 7) I agree that in the process of repairing and/or replacing fence, I will NOT trespass on my neighbor's property, and I understand that I do not have WSMA's approval to go into the WSMA Easement on another Property Owner's yard without that owner's permission.
- 8) I agree that any material or labor provided by me to replace and/or repair the WSMA fence is a gift to WSMA.
- 9) I agree that this "WSMA Perimeter Fence Agreement" does not alter or diminish any rights that WSMA has as related to the Fence Easement Agreement entered into in the 1990s.

This agreement can be terminated by either party by giving the other party written notice of TERMINATION.

I, the Current Property Owner (CPO) do hereby agree to all the terms as set out above:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

The Current Property Owner having agreed to all of the terms, conditions, and Statements above, is hereby given "Written Approval" by the WSMA Board to replace and/or repair WSMA fence located on CPO's property and the WSMA Fence Easement.

Current Property owner: \_\_\_\_\_ Dated \_\_\_\_\_

Board President \_\_\_\_\_ Dated \_\_\_\_\_