WILLIAMSBURG SETTLEMENT ASSOCIATION
PERIMETER FENCE MAINTENANCE

1. POLICY

Responsibility for the Williamsburg Settlement Perimeter Fence (hereinafter “the fence”) was assumed by the Williamsburg Settlement Maintenance Association (“the Association”) Board in 1992 by a vote of the Association Membership and via a legal process in which all but a very small number of residents who lived around the perimeter of our subdivision entered into a Fence Easement Agreement with the Association. The purpose of that was to ensure that a fence would be erected that was uniform in design and would be maintained to a consistent standard thus protecting the aesthetic appeal and hence property values of the neighborhood for the benefit of all residents. It is the policy of the Association that the goals of this transfer be indefinitely maintained.

2. EASEMENT AGREEMENTS

Fence Easement Agreements granted the Association certain rights, including a 5 (five) foot easement on the inside of each fence bordering a property to permit access for maintenance purposes. It also levied certain requirements on the property owner, including the responsibility for not damaging, removing or altering any part of the fence or part thereof without first obtaining written approval from the Association with respect to any such action, stipulating that such approval will be at the Association’s sole discretion.

Appendix A shows a table which lists all properties at the periphery of the subdivision and indicates those for which an Easement Agreement is on file. The Association is responsible for maintaining and, when it becomes necessary, replacing all sections of the fence for which such Agreement is in effect. The current owners of properties for which no agreement exists are solely responsible for maintaining their section of the fence, if the fence is on their property. If they wish the Association to assume this responsibility they should contact the Association Board to discuss the options available to them.

3. MAINTENANCE STRATEGY

The Association Board has adopted an approach whereby the existing fence is maintained for as long as practical with the help of resident participation while at the same time building a replacement fund so that sections which become structurally unsound and hence no longer viable
can be replaced as this becomes necessary.

4. **PROCEDURE**

The procedure that is used to implement the fence maintenance strategy consists of:

- Arresting further deterioration
- Self-repair by Owner
- Repair by Association with volunteer assistance
- Repair/Replacement by Association using contractors

Details of each of these procedures are described in the following sections.

4.1. **ARRESTING FURTHER DETERIORATION**

A major cause of the accelerated deterioration of the fence is the growth of vegetation, including some trees, within the 5 foot Association easement along the inside of the fence line. Residents whose yards have a boundary with the perimeter fence are asked to continually inspect their vegetation in this area and remove all that which is causing damage to this fence both above and below ground. There are many situations in which roots are causing a lot of damage and this can be prevented by homeowner vigilance.

4.2. **OWNER - SELF REPAIR**

To implement this strategy the Association invites residents who reside in homes for which an Easement Agreement is in force to enter into an agreement with the Association whereby they voluntarily participate in maintaining their section of fence using materials provided by the Association. Appendix B is a flow diagram defining the procedure for this option. A major advantage is that it will allow the homeowner to effect the repair quickly by bypassing the processing delay that will inevitably be inherent in the Association repair process.

4.2.1. **Fence Repair Agreement Form**

In order to participate in this option the owner is required to complete the Fence Repair Agreement form shown in Appendix C. In signing this document the owner agrees to perform repairs which are within his capability strictly in accordance with the fence construction standard, photographs and specifications of which will be supplied. Once this form has been approved, it will stay on file until rescinded by the owner (or the Association) for as long as the applicant remains the owner of that property and follows the prescribed procedure. Entering into this agreement does not transfer maintenance responsibility from the Association, to which
requests for more extensive repairs can still be submitted in accordance with the procedure described in section 4.3 below.

4.2.2. **Fence Materials Request Form**

With an approved fence Repair Agreement on file, an owner can at any time request materials for repair of his or her fence by submitting the on-line Fence Materials Request form shown in Appendix D. This form is used to list the material required to effect a fence repair and must be accompanied by a photo of the damage being addressed. The Fence Committee members will review the request to satisfy themselves that the repair is feasible given the condition of the remaining fence, e.g. if the posts are still sound. Depending on the amount of material requested this may require an inspection visit by one or more members of the committee. If the request is approved the owner will be given authorization to collect the approved materials from Lowes (or other approved vendor) at which the Association has an open purchase order. On completion of the repair the owner must submit a photo documenting the repair. Failure to do so within 6 (six) weeks of receiving the material will cause the approval of the Fence Repair Agreement to be revoked thus terminating the supply of future materials and the cost of the materials that were supplied will be charged to the owner’s account.

If the fence committee decides that the repair is not feasible it will decline the request and inform the owner that the required repair will be prioritized and added to a list of such repairs that will be handled by the Association fence contractor.

4.3. **ASSOCIATION REPAIR**

Owners who reside in homes for which an Easement Agreement is in force and who are not willing or able to perform any fence repairs themselves may bring a needed repair to the attention of the Association. A flow diagram of the process by which such repairs are handled is illustrated by the flow diagram shown in Appendix E and described below.

4.3.1. **Fence Repair Request Form**

To bring a needed repair to the attention of the Association, an owner may submit the on-line Fence Repair Request form shown in Appendix F. This form must describe the problem and be accompanied by one or more photos sufficient for evaluation of the request. The Fence Committee reviews the request and makes a determination of the severity of the problem to decide if it is a situation that can be handled by volunteers or if the work needs to be handled by a contractor, in which case the repair or replacement project will be prioritized and scheduled based on the availability of funds. In scheduling the project with the contractor, priority will be given to sections along Franz and Colonial Parkway and then Mason. The remaining sections
along Mason Creek and North back to Franz, and the part at the NE corner behind the commercial property (Berkeley Park) will be the last priority.

4.3.2. Solicitation of Volunteers

As the Board is anxious to minimize future increases in the annual maintenance fees it welcomes the participation of residents who are willing to volunteer some of their time to assist in routine fence maintenance tasks. Such work extends the life of the fence delaying the point at which whole sections need to be replaced as well as removing the need for such routine maintenance to be given to a fence contractor with the associated drain on Association resources.

To solicit volunteers for this work, the Fence Committee under the leadership of the Board member responsible for landscape maintenance requests participation of volunteers and maintains a list of those who are prepared to help with this task. He then periodically obtains the required material and schedules working parties to complete repairs that have been requested as discussed above in addition to any further required work that has been noted during the performance of their scheduled activities.

5. FUNDING FOR FENCE REPLACEMENT

From 2012 onwards a sizable contribution will be set aside at each budget meeting for the foreseeable future to fund the long-term fence replacement project. Every attempt will be made to build this fund without an increase to the annual maintenance fee. At some point the funding requirement will in all probability outstrip the money available for this purpose. In this event reserve funds allocated for the replacement of other Association assets will be temporarily allocated to the fence and reallocated back later. If further funds become necessary then the Board will consider other options.

The Association is grateful to both the residents whose homes border the fence and who are prepared to volunteer their effort to maintain their section of the fence and to the other public spirited residents who are prepared to volunteer their service to limit expenditure on contractors to the benefit of all residents.
# APPENDIX A
## RECORDED FENCE EASEMENT AGREEMENTS

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<td>7</td>
<td>19.23</td>
<td>Franz Road</td>
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<td>79.05 West</td>
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</tbody>
</table>
APPENDIX B
OWNER - SELF REPAIR

When repairs are needed -

S

File Repair Agreement -

Y

Owner files "Fence Repair Agreement" form

E

Is "Repair Agreement" on file?

N

Discuss options with Board

Is Easement Agreement on file?

N

Fence Committee reviews request

Is repair feasible?

N

Decline Material Request and inform owner that Association will replace or repair fence

Y

Authorize material

Owner repairs fence and submits photo documenting repair

E

Prioritize & schedule repair or replacement with contractor

E

Owner completes "Request for Materials" on-line form & submits it together with a photo showing the damage

Is "Repair Agreement" on file?

Y

Discuss options with Board

Prioritize & schedule repair or replacement with contractor

E
APPENDIX C

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 __________________, 201__ 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) 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" and must face the public side of the fence and secured with non-corrosive wood screws or nails.
   f) Cap board shall be about 2" X 6" Cedar material
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 ___________________________
APPENDIX D

Williamsburg Settlement

Request for Perimeter Fence Materials

Those residents who have signed a Perimeter Fence Easement Agreement and subsequently have an approved Perimeter Fence Agreement on file indicating their interest in performing some repairs, may use this form to request repair/replacement materials from the Association. Materials will be provided subject toavailability of funds and requests will be serviced on a "First Come, First Served" basis.

* Required Fields

Name: *

Street Address: *

Telephone: * Alternate:

Email: *

Material requested:

This request will be processed when photograph(s) of the damaged fence illustrating the need for the material listed above has been received as an attachment to an email addressed to the Webmaster. Subject line must reference this application.

* I agree that I will perform the repairs in accordance with the requirements of the previously signed Perimeter Fence Agreement and on completion will email a photograph showing the completed work.

Reset Submit
Owner completes "Fence Repair Request" on-line form

Is Easement Agreement on file?

Y

Fence Committee reviews request

Is repair by volunteers feasible?

Y

Are volunteers available?

Y

Schedule volunteers

Authorize material

Volunteers repair fence

N

Y

Respond to owner declining repair

E

Prioritize & schedule repair or replacement with contractor

E
Request for Perimeter Fence Repair

Those property owners who have a Fence Easement Agreement on file with the Association and who either do not wish to assist in its maintenance, or who are unable to make this requested repair, may use this form to request needed repairs for the Board's consideration. The Board will review the information submitted and will schedule the requested repairs based on its assessment of the repair priority and funding availability.

* Required Fields

Name: *

Street Address: *

Telephone: *          Alternate:  

Email: *

Requested repair:

This request will be processed when photograph(s) of the damaged fence illustrating the required repair has been received as an attachment to an email addressed to the Webmaster. Subject line must reference this application.
WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION

CERTIFICATION

I, the undersigned, being the President of Williamsburg Settlement Maintenance Association (WSMA), hereby certify that the foregoing resolution was adopted by the Association Board of Directors on the 20th day of September, 2011.

BY: Floyd J. Ball, President

DATE: 9-26-11

PRINT NAME: Floyd J. Ball