Firethorne
COMMUNITY ASSOCIATION, INC.

January __, 2024

Via Certified Mail and First-Class Mail
[Owner Name(s)]
[Street Address]
Katy, Texas 77494

Dear Neighbor:

As you may have heard, the Firethorne Community Association, Inc. (the "HOA") recently approved a contract with Aber Fence and Supply Company ("Aber") for construction of six-foot precast concrete perimeter fencing on HOA property along West Firethorne Road and Crossover Road. This letter is to notify you that your property is adjacent to where a portion of the new fencing will be constructed. A copy of the layout for the new fencing is enclosed.

The HOA recently had a licensed survey company confirm the boundary line between your property and the HOA's property to ensure that the new concrete fencing, including the footings and columns, will be constructed solely on the HOA's property. This would allow for your existing wooden fencing, which you own and are responsible for maintaining, to remain in place if you so choose. However, in order to enhance the uniformity and appearance of the community, if you would like, the HOA is willing to have Aber remove the portion of your existing wooden fencing adjacent to the new concrete fencing, install temporary fencing during construction, and to close any gaps between your remaining wooden fencing and the new fencing after construction. The new concrete fencing will be solely owned and maintained by the HOA.

We have enclosed an Agreement Regarding Perimeter Fence (the "Agreement"). If you would like the HOA to have Aber remove your wooden fencing and, upon completion of construction, to close any gaps between your remaining wooden fencing and the new concrete fencing, please have one original of the Agreement executed and notarized by all current owners of the property and return the original by mail or in person to the Association office, at 28128 N. Firethorne Road, Katy, Texas 77494. You can also have the agreement notarized at the Association office during normal business hours. Once the Agreement is received, the HOA Manager will arrange to have it executed by the HOA Board, recorded in the Fort Bend County real property records, and to have a fully executed copy returned to you for your records. If you own your property with others, the other owners will also need to execute and have the agreement notarized. We also have requested that Aber contact you to coordinate with you before any work on your property begins.

If you would like your wooden fencing to remain in place and do not want the HOA to have Aber remove the wooden fencing and tie into your remaining fencing as stated above, there is no action you need to take. **If you do not return the executed, notarized Agreement by March 31, 2024, we will presume that you would like to keep your wooden fencing in place and will**

instruct Aber accordingly. Thereafter, you will continue to own and be responsible for the maintenance of the wooden fencing for as long as you own the property.

If you have any questions or would like to discuss this further, please contact the HOA's office at 281-693-0003 . We appreciate your cooperation and understanding as we undertake this major improvement for our community.

Sincerely,

/s/ *Robin Short*

President, Board of Directors,
Firethorne Community Association, Inc.

Enclosures

AGREEMENT AND EASEMENT REGARDING PERIMETER FENCE

This Agreement and Easement Regarding Perimeter Fence ("Agreement") is entered into by Firethorne Community Association, Inc., a Texas non-profit corporation ("Association") and _____ ("Owner"), to be effective as of the _____ day of _____, 20___ (the "Effective Date").

WITNESSETH:

WHEREAS, all sections of Firethorne, a residential subdivision in Fort Bend County, Texas ("Firethorne"), are encumbered by the Declaration of Covenants, Conditions and Restrictions for Firethorne, recorded in the Official Public Records of Fort Bend County, Texas, as amended ("Declaration"); and

WHEREAS, Owner is the owner of a Lot in Firethorne (the "Owner's Lot"); and

WHEREAS, Firethorne is constructing a perimeter fence on or adjacent to Association property ("Perimeter Fence") that will run parallel to the rear and/or side property line(s) of Owner's Lot;

WHEREAS, the Association and Owner wish to remove the wooden fence existing on or adjacent to the rear and/or side property line(s) of Owner's Lot, install temporary fencing on the rear and/or side property line(s) during construction of the Perimeter Fence, and to eventually tie-in and connect the Perimeter Fence to Owner's fencing existing on the adjacent lot lines (the "Work");

WHEREAS, to ensure a uniform appearance and consistency of materials used for the Perimeter Fence, the Association will assume responsibility for the maintenance, repair, replacement, and upkeep of the Perimeter Fence ("Maintenance"); and

WHEREAS, the Association and Owner desire to enter into this Agreement with regard to the Perimeter Fence that exists on or adjacent to Owner's Lot.

NOW, THEREFORE, in consideration of the mutual benefits and obligations herein exchanged by the Association and Owner, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Association and Owner hereby agree as follows:

1. Contractors and Materials. The Association shall have sole authority to select and retain contractors, subcontractors, and other consultants it deems necessary and appropriate to complete the Work and Maintenance. The Association shall have the sole authority to determine all materials used for any aspect of the Work and Maintenance. Any right granted to the Association under this agreement may be

conferred upon any contractor, subcontractor, or other consultant by the Association for the purposes of completing the Work or Maintenance.

2. Ownership of Perimeter Fence. The Association is the sole owner of the Perimeter Fence. The Association shall be responsible for the Work and Maintenance of the Perimeter Fence. Owner shall not affect or alter the Perimeter Fence's condition by attaching items to it, placing or leaning items against it, defacing it, painting it, or any other means.

3. Access Easement. Owner hereby grants to the Association, its successors and assigns, as well as its agents, representatives, and contractors an access easement over, upon, under, and through Owner's Lot for the purpose of completing all aspects of the Work and Maintenance. Such easement includes access to areas within the confines of Owner's Lot, ingress and egress through gates located upon the Owner's Lot, and such other access as may be reasonably necessary for the Work and Maintenance.

4. Removal of Existing Fence; Tie-In. Owner grants the Association the right and authority to permanently remove Owner's existing fence on or adjacent to the rear property line of Owner's Lot and in place as of the date of the recording of this Agreement, to dispose of the same, to tie-in and connect the Perimeter Fence to Owner's fencing existing on the adjacent lot lines, and to take other action reasonably necessary for the Work and Maintenance in the opinion of the Association. The Association also has the right to install a temporary fence in place of the wooden fence for so long as the Work or Maintenance is ongoing. Following installation, any wooden fencing installed to tie-in and connect the Perimeter Fence to Owner's fencing on the adjacent lot lines, and on Owner's lot, shall be owned solely by Owner, and Owner shall thereafter be solely responsible for maintenance, repair, and/or replacement of such wooden fencing.

5. Restoration. If the Association believes it is prudent to remove or cut landscaping, or remove improvements to complete the Work, the Association shall have the right to do so and not be responsible for any costs or damages related to restoration or replacement of such landscaping or improvements.

6. Notice of Entry. The Association will use reasonable efforts to provide advance written notice to Owner, advising of the dates of the Work or Maintenance (the "Work Dates"). Prior to the Work Dates, Owner shall remove all improvements, miscellaneous items, and/or landscaping that may interfere with the Association's ability to complete the Work or Maintenance. Owner acknowledges that the Owner's yard may not be fully enclosed during the Work or Maintenance. Accordingly, Owner shall remove all pets from the Owner's yard in advance of the Work Dates and secure such pets elsewhere until the Work or Maintenance has been completed and the yard is fully enclosed.

7. Release. OWNER, HIS/HER HEIRS, SUCCESSORS, AND ASSIGNS DOES HEREBY RELEASE AND HOLD HARMLESS THE ASSOCIATION, ITS MANAGERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL

CLAIMS OR CAUSES OF ACTION, WHICH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, WHICH IN ANY WAY RELATE TO: (I) DAMAGE TO OWNER'S LANDSCAPING IN THE AREA OF THE PERIMETER FENCE, (II) DAMAGE TO IMPROVEMENTS ON THE OWNER'S LOT IN THE AREA OF THE PERIMETER FENCE, AND (III) OWNER'S LOT NOT BEING FULLY ENCLOSED DURING THE WORK.

8. No Third-Party Rights or Remedies. This Agreement is made for the exclusive benefit of the Association and Owner, and its successors and assigns, and not for any other third parties; nothing in this Agreement, express or implied, is intended to or may be construed to confer any benefit upon any person or entity, other than the Association and Owner, and its successors and assigns.

9. Covenant Running with the Land. Owner hereby agrees to the terms and provisions set forth herein, and desire and intend that such terms and provisions shall constitute covenants running with their respective land, and that such terms and provisions shall be binding upon all parties have and/or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of Owner, as well as its successors and assigns.

10. Dispute Resolution. In the event of a conflict related to the terms or requirements of this Agreement, the Association and Owner agree to consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties prior to seeking legal recourse.

11. Notice. The addresses for notice for the respective parties pursuant to this Agreement shall be as stated below each respective party's signature.

FIRETHORNE COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation
28128 N. Firethorne Rd.
Katy, TX 77494

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of Firethorne Community Association, Inc., a Texas non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Texas

OWNER

Signature: _____

Name: _____

Date: _____

Property Address: _____

Address for Notice to Owner if different than Property Address:

_____
_____
_____

STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____.

_____
Notary Public in and for the State of Texas