



March 6, 2025

**Via Certified Mail and First-Class Mail**

«owner1»  
«owner2»  
«streetadd»  
«city», «state» «zip»

Dear Neighbor:

As you may have seen, the Firethorne Community Association, Inc. (the “HOA”) has been working with Aber Fence and Supply Company (“Aber”) on the first phase of the perimeter fencing project for the Firethorne community. The HOA is now in the planning stages for the **second phase** of this project. This letter is to notify you that your property is located along a portion of the areas where the HOA is considering constructing the next segment of the fence.

If phase two of the project proceeds in your area, the HOA is willing to have Aber remove the portion of your existing wooden fencing and replace it with the new concrete fencing. Temporary fencing will also be installed during construction. The HOA will maintain the new concrete fencing once installed.

Your authorization for construction of the fence at this stage will help the HOA assess interest and determine the feasibility of proceeding with the project in your area. To that end, we have enclosed an Agreement Regarding Perimeter Fence (the “Agreement”). If phase two of the project moves forward in your area, the HOA will record your signed Agreement in the real property records, at which point it will become effective as of the date of recording.

Please review the enclosed Agreement and have one original 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. Once the Agreement is received, the HOA Manager will arrange to have it executed by the HOA Board. If you own your property with others, the other owners will also need to execute and have the agreement notarized.

**Please return the executed, notarized Agreement by [INSERT DATE].**

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 «owner1» and «Owner2» (“Owner(s)”), to be effective as of the date it is recorded in the Real Property Records of Fort Bend County, Texas (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 that will replace portions of Owner’s existing wooden fences on the rear and/or side property line(s) of Owner’s Lot (“Perimeter Fence”);

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 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”);

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; and

WHEREAS, this Agreement shall have no effect and impose no obligation on the Association or Owner unless and until it is recorded in the Real Property Records of Fort Bend County, Texas.

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 and exclusive owner of the Perimeter Fence, regardless of its location on or adjacent to the Owner's lot, or on Association-owned property. The Perimeter Fence is not, and shall not become, a fixture or improvement belonging to the Owner or any subsequent owner of the Lot. Owner hereby disclaims any right, title, or interest in the Perimeter Fence. The Association shall have the sole responsibility for the maintenance, repair, and replacement 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 and Installation of Perimeter Fence on Owner's Lot.** Owner grants the Association the right and authority to permanently remove Owner's existing fence on or adjacent to the rear and/or side 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 install the Perimeter Fence either on Owner's Lot or on Association-owned property adjacent to Owner's Lot, as determined by the Association. The Association shall also have the right to tie-in 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 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 OR IMPROVEMENTS IN THE AREA OF THE PERIMETER FENCE OR CAUSED AS A DIRECT RESULT OF THE WORK, AND (II) OWNER'S LOT NOT BEING FULLY ENCLOSED DURING THE DURATION OF 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 \_\_\_\_\_, 2025, 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

«OWNER1»  
Property Address: «propadd»  
Property Legal Description: «legaladd»

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**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 \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas