

**WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION, INC.  
FENCE COST-SHARING AGREEMENT POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, the Association is the governing entity for Williamsburg Settlement, Sections 1-3, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas under Volume 241, Page 95, Volume 272, Page 95, and Volume 298, Page 81, respectively along with any replats or amended plats thereof (the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Declaration of Restrictions for Williamsburg Settlement, Section One (1), the Declaration of Restrictions for Williamsburg Settlement, Section Two (2), and the Declaration of Restrictions for Williamsburg Settlement, Section Three (3) recorded in the Real Property Records of Harris County, Texas under Clerk's File Nos. F116011, F648638, and G765570 respectively (collectively the "Declarations"); and

WHEREAS, the Association is empowered by Article 21 of the Declarations to impose a Maintenance Charge on lots in the Subdivision for a maintenance fund and pay out of that maintenance fund for the maintenance and replacement of any common recreational facilities or other common area and for any and all other services or things which the Board of Directors of the Association (the "Board") shall deem necessary or desirable for the maintenance and improvement of the Subdivision, without limitation to the specific items set forth in Article 21 of the Declaration; and

WHEREAS, the Association owns and operates certain common recreational facilities and other common areas in the Subdivision (the "Common Area"), and portions of the Common Area abut lots that are covered by the Declarations and that are not owned by the Association; and

WHEREAS, those lots and the Common Area are separated by fences that are, from time-to-time, wholly or partly on the owner's lot rather than the Common Area, and that are, from time-to-time in a state of disrepair, neglect, or other conditions that materially detract from the aesthetics and value of the Common Area and Subdivision; and

WHEREAS, Article 20 of the Declaration provides that all approved structures must be kept in a reasonably good state of repair and must be maintained so as not to become unsightly; and

WHEREAS, the Board has determined that keeping such fences that abut and are visible from Common Area in good repair and a consistent aesthetic style is desirable to the overall aesthetics and value of the Subdivision; and

WHEREAS, the Board has determined that ensuring that some or all portions of such fences are in good repair through sometimes entering into cost-sharing agreements with the owners

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of those fences is necessary and desirable for the maintenance and improvement of the Common Area and for the maintenance and improvement of the Subdivision generally; and

WHEREAS, if and when the Association enters such agreements, it is doing so to share in the costs to build a fence for the purpose of benefitting the Common Area and Subdivision generally, and any benefit that Owner derives from such an agreement is incidental; and

WHEREAS, this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code § 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts, establishes and imposes on the Subdivision, the following:

- 1) The Board may, from time-to-time, determine that it is necessary and appropriate to enter into cost-sharing agreements (the "Agreement" or "Agreements") with an owner of property abutting the Common Area, particularly those portions of the Common Area used as common recreational facilities (the "Facilities"), for the replacement of a fence that may be partially or completely on portions of the owner's property that are abutting said Facilities.
- 2) The necessity and appropriateness of such Agreements shall be determined on a case-by-case basis by the Board, and in determining whether a particular Agreement should be entered into, the Board shall:
  - a) familiarize itself with the information necessary to make an informed decision that is in the best interest of the Association; and
  - b) consider factors—the weight, relevancy, and materiality of which shall be determined in good faith by the Board—including, but in no way limited to:
    - i) to what extent the fence as currently placed or as may be constructed under an Agreement is or would be on the owner's property or the Facilities.
    - ii) whether or not the fence is presently in a reasonably good state of repair; and
    - iii) whether the fence, as visible from the Association property, is:
      - A) aesthetically inharmonious with the surrounding fences abutting the Facilities; and
      - B) unsightly, either on its own or in conjunction with the surrounding fences abutting the Facilities; and
    - iv) whether a new fence would potentially increase the value or desirability of the Facilities or the Subdivision as a whole; and
    - v) the estimated cost to the Association of such an Agreement; and
    - vi) whether a new fence would potentially increase the safety and security of the Facilities and patrons to the Facilities, or otherwise reduce or limit the risk of

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liability to the Association from the intentional or negligent acts or omissions of others; and  
vii) all other factors that the Board deems relevant and material under the circumstances.

c) determine, after considering the weight and materiality of all relevant factors, whether entering into an Agreement with an owner is inappropriate because the fence is not in good repair, is unsightly, or is a risk to the safety and security of the Facilities and the patrons to the Facilities, as a consequence of the gross negligence or willful misconduct of the owner of that fence, such that it would be inappropriate to enter into an Agreement with them.

3) The funds used by the Association in any Agreement shall be out of the Association's maintenance and improvement fund. If the Board determines that expenses under the maintenance and improvement fund should be allocated elsewhere then, for as long as that is the case, the Board shall not consider any matters that may involve expenses by the Association regarding fences abutting the Facilities.

4) The Association shall not oblige itself to pay greater than fifty-percent (50%) of the costs necessary to construct the portions of any fence that is the subject matter of an Agreement by such an Agreement or by any other Instrument.

5) If the Association enters into an Agreement, the requirements for submittal by the owner for approval under Article 2 of the Declaration for the construction of a fence on an owner's lot shall be presumptively satisfied as an incident to the Board's consideration of, and deliberations on, the Agreement.

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**CERTIFICATION**

"I, the undersigned, being a Director of Williamsburg Settlement Maintenance Association, Inc., hereby certify that the foregoing instrument was approved by at least a majority of the Association Board of Directors, at an open Board meeting, properly noticed and at which a quorum of the Board was present."

By: [Signature]

Print Name: COHEN, JR

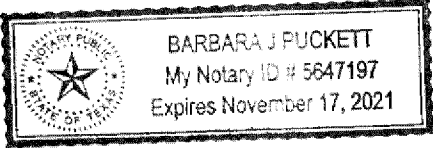
Title: PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS               §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of May, 2021.



[Signature]  
Notary Public, State of Texas

Prepared and E-recorded by:  
HOLT & YOUNG, P.C  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024

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# Pages 5  
05/21/2021 07:51 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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