

**AGREEMENT REGARDING FENCE MAINTENANCE
SPRING CREEK OAKS COMMUNITY IMPROVEMENT ASSOCIATION**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT WHEREAS, the undersigned, being the owners of those properties hereinafter described, as well as members of the Board of Directors of Spring Creek Oaks Community Improvement Association, a Texas Non-Profit Corporation (hereinafter referred to as “the Association”), hereby agree to the terms and provisions stated hereinbelow, and desire that such terms and provisions shall constitute covenants running with said land, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as their respective successors and assigns;

WHEREAS, the Association, acting through its Board of Directors, has determined that certain fences located along the perimeter of the Spring Creek Oaks neighborhood should be maintained and repaired on a consistent basis and be uniform in design and appearance in order to enhance the aesthetic appearance of the neighborhood, and thereby to enhance and support to the greatest extent possible, the values of properties located therein;

WHEREAS, it is the desire of the undersigned, being owners of those properties described herein, and the members of the Board of Directors of the Association, by execution of this Agreement, for the Association to assume the maintenance and/or repair of the existing perimeter fences, and which shall include the option to replace the perimeter fences currently located upon said properties with fences to be constructed in a manner which will be uniform in design and appearance; further, it is the desire and intent of all parties that the Association shall pay the costs associated with the maintenance, repair and/or replacement of said fences, as well as the costs associated with same in the future;

NOW THEREFORE, the undersigned, being the Board of Directors of Spring Creek Oaks Community Improvement Association, and the owners of the properties described herein, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby agree to the following terms and provisions regarding certain fences located along the perimeter of the Spring Creek Oaks neighborhood:

No. 1. Ownership of Perimeter Fences. The Association shall own those neighborhood perimeter fences which are adjacent to T C Jester Boulevard and Fellowship Lane. The Association shall be responsible for the maintenance, repair, replacement, and upkeep of such perimeter fences.

No. 2. Conditions to the Association Accepting Ownership. The provisions in the preceding paragraph shall not become effective until: (1) the Association secures sufficient funding as the Board of Directors, in its sole discretion, deems sufficient and necessary for the replacement and/or maintenance of the perimeter fences along affected lots; and (2) the Resolution Regarding

Fence Agreement, together with each signed Fence Maintenance Agreement, are recorded in the office of the County Clerk, Official Public Records of Real Property of Harris County, Texas.

It is expressly understood and agreed that, in the event the Association's Board of Directors is unable to secure sufficient funding for the repair and/or replacement of perimeter fences, as the Board determines in its sole discretion, this agreement shall be null and void, and the Association shall not assume any responsibility with regard to any perimeter fences for affected lots, and all lot owners shall retain full responsibility for perimeter fences located on their respective lot.

It is expressly understood and agreed that, at any time prior to the recording of the Resolution Regarding Fence Agreement and the signed Fence Maintenance Agreements in the Real Property Records of Harris County, Texas, the Board of Directors may, without cause, elect not to assume responsibility for any perimeter fences. In the event that such an election is made, this agreement shall be null and void, and the Association shall not be responsible for any perimeter fences, and all lot owners shall retain full responsibility for perimeter fences located on their lot.

No. 3. Additional Covenants by Owners; Non-Interference. The undersigned owners agree to refrain from planting any tree, bush or shrub in any location which might cause damage to the structure of any perimeter fence. Said owners further agree to refrain from placing or leaning any item against any perimeter fence which might cause damage to the fence. Said owners fully agree to allow such reasonable access to the fence and upon said property as is reasonably necessary for the Association, its successors and assigns, as well as its agents, representatives, and contractors to accomplish inspections, repairs, and maintenance as needed from time to time, including access to areas within the confines of an owner's lot, ingress and egress through gates located upon the respective lot, and such other access as may be reasonably necessary for the maintenance of said fence.

No. 4. Replacement of Fences. The Association is granted the right and authority to remove perimeter fencing in place as of the date of the recording of this Agreement, and thereafter to install and/or construct perimeter fencing, the design and construction of which shall be at the sole discretion of the Association's Board of Directors.

No. 5. Covenant Running With the Land. The undersigned owners hereby agree 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 having and/or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as their successors and assigns.

(SIGNATURE PAGES OF RESPECTIVE OWNERS ARE ATTACHED ON THE FOLLOWING PAGES)

LOT OWNER(S)
PROPERTY ADDRESS

Signature

Signature

Property Address: _____

Tel: _____

Email: _____

Legal Description of Lot(s)

Lot: ____ Block: ____ Section: ____

Spring Creek Oaks, Section _____

Or

Oaks of Spring Creek, Section _____

(choose one and strike through the other)

Date _____

LOT OWNER(S)
PROPERTY ADDRESS

Signature

Signature

Property Address: _____

Tel: _____

Email: _____

Legal Description of Lot(s)

Lot: ____ Block: ____ Section: ____

Spring Creek Oaks, Section _____

Or

Oaks of Spring Creek, Section _____

(choose one and strike through the other)

Date _____

LOT OWNER(S)
PROPERTY ADDRESS

Signature

Signature

Property Address: _____

Tel: _____

Email: _____

Legal Description of Lot(s)

Lot: ____ Block: ____ Section: ____

Spring Creek Oaks, Section _____

Or

Oaks of Spring Creek, Section _____

(choose one and strike through the other)

Date _____

LOT OWNER(S)
PROPERTY ADDRESS

Signature

Signature

Property Address: _____

Tel: _____

Email: _____

Legal Description of Lot(s)

Lot: ____ Block: ____ Section: ____

Spring Creek Oaks, Section _____

Or

Oaks of Spring Creek, Section _____

(choose one and strike through the other)

Date _____