



**EASEMENT AND MAINTENANCE AGREEMENT
REGARDING PERIMETER FENCE ALONG FM 2234
QUAIL GREEN WEST HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Easement and Maintenance Agreement Regarding Perimeter Fence is made on the dates set forth below, in Fort Bend County, Texas, between **QUAIL GREEN WEST HOMEOWNERS ASSOCIATION, INC.** a Texas non-profit corporation (“Grantee/Association”) and the owners of the eight (8) properties along the perimeter of the subdivision on FM 2234 as set forth on **Exhibit “A”** (“Grantors/Homeowners”):

For the consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors/Homeowner grant to Grantee/Association an easement and right of way upon and across a five-foot (5’) strip of Grantors/Homeowners’ property described on **Exhibit “A”** attached hereto extending along Grantors/Homeowners property line (also referred to as the “Perimeter Fence Property”) for the purpose described below.

This instrument grants an easement and right of way to Grantee/Association for access across a five-foot (5’) strip of Perimeter Fence Property extending along the property line of Grantors/Homeowners’ property along FM 2234 for the purpose of constructing, installing, and maintaining a perimeter fence along FM 2234 (the “Perimeter Fence”) in accordance with the maintenance terms and conditions set forth below.

1. Grantors/Homeowners and Grantee/Association agree that the Perimeter Fence shall be constructed of wood in a type that the Board will determine at their discretion.
2. Grantee/Association agrees to pay 100% of the initial installation cost of the Perimeter fence.
3. Grantors/Homeowners and Grantee/Association agree that they shall share the cost of typical, normal maintenance of the Perimeter Fence caused by everyday wear and tear equally on a 50/50 basis.
4. However, costs to repair any damage to the Perimeter Fence that is NOT caused by everyday wear and tear (i.e., damage caused by Grantors/Homeowners, their invitees, or guests, or any other party shall be paid 100% by Grantors/Homeowners with no contribution by Grantee/Association. The only exception to this is if the Perimeter fence is damaged by an Act of God, storms, hurricanes, tornadoes, windstorms, etc.) or a car crash, the responsible party shall be responsible for repairs these incidents will require a police report for the Grantee/Association records, if a police report is not provided the Grantee/Association will not be responsible for sharing the cost of repairs. If the responsible party cannot be located, Grantee/Association agrees to pay half the cost of repairs to be shared equally with the Grantors/Homeowners.
5. If damage to the Perimeter Fence referred to in item #4 occurs, Grantors/Homeowners agree to repair the fence themselves within thirty (30) days of the damage incident and pay 100% of the costs thereof, subject to the exception described in #4.

6. Grantors/Homeowners and Grantee/Association agree that the fence shall be fully replaced every 20 years or as needed, and the cost thereof shall be paid equally by both Grantors/Homeowners and Grantee/Association on a 50/50 basis.
7. If any Grantors/Homeowners fail and refuse to make full repairs referred to item #4 above, or if they fail to pay their 50% share of the costs referred to in items 2, 3, and 6, then the Association may make such repairs themselves, bill the costs to Grantors/Homeowners(s), and file suit against Grantors/Homeowners(s) to collect such costs, if necessary.
8. Grantors/Homeowners agree to insure the Perimeter Fence for 100% of the replacement cost and agree to provide proof of such insurance to the Association upon request. Both parties agree that Grantee/Association shall not be obligated to insure the Perimeter Fence.
9. Grantors/Homeowners agree they will be responsible to remove any and all trees along the fence line prior to installation.

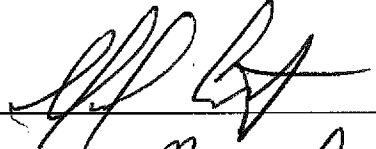
Grantors/Homeowners agree to grant such easement and right-of-way until such time as Grantee/Association decides to cease providing funding for such Perimeter Fence. At that time, Grantors/Homeowners hereby agree to replace the Perimeter Fence at their own cost in compliance with the Association's governing documents. However, until then, Grantors/Homeowners agree to abide by this easement, not remove the Perimeter Fence, or place any permanent structures in the easement area.

This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning the Agreement shall be of no force and effect. Any subsequent amendment or modification to this document may be performed by Grantee/Association and Grantors/Homeowners by filing an amendment or modification regarding same mutually agreed to by the parties. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.

This Agreement shall run with the land and bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Executed this 4 day of SEPTEMBER, 2024.

**QUAIL GREEN WEST
HOMEOWNERS ASSOCIATION, INC.**

By: 

Printed Name: MANUEL CORTES

County of Fort Bend §
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Before me the undersigned authority, personally appeared Manuel Cortez, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the President of **QUAIL GREEN WEST HOMEOWNERS ASSOCIATION, INC.**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 4th day of September, 2024.

Shade Hicks

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A

FIVE (5) FEET OF GRANTORS/HOMEOWNERSS' PROPERTY EXTENDING FROM THE GRANTORS/HOMEOWNERSS' PROPERTY LINE ALONG FM 2234 FOR THE PURPOSE OF ALLOWING GRANTEE/ASSOCIATION AND GRANTORS/HOMEOWNERSS TO JOINTLY CONSTRUCT AND INSTALL A PERIMETER FENCE (WOOD MATERIAL) ON GRANTORS/HOMEOWNERSS' PROPERTIES DESCRIBED BELOW TO BE MAINTAINED AS DESCRIBED ABOVE AT EACH OF THE FOLLOWING PROPERTY ADDRESSES AND LEGAL DESCRIPTIONS:

ADDRESSES**LEGAL DESCRIPTION**

Nelson & Rita White
1903 Quail Green Ct.
Missouri City, TX 77489

Lot 1, Block 10,
Quail Green West, Section 1

James Childress
1907 Quail Green Ct.
Missouri City, TX 77489

Lot 2, Block 10,
Quail Green West, Section 1

OP Properties, LLC
1911 Quail Green Ct.
Missouri City, TX 77489
 (mailing address:
 5403 Meadow Rd., Sugar Land, TX 77479)

Lot 3, Block 10,
Quail Green West, Section 1

Scipio C. Johnson
1602 Meadow Green Dr.
Missouri City, TX 77489

Lot 17, Block 9,
Quail Green West, Section 1

Ariana Valeria Gonzalez
1606 Meadow Green Dr.
Missouri City, TX 77489

Lot 16, Block 9,
Quail Green West, Section 1

Maritza Ivonne Aranda
1610 Meadow Green Dr.
Missouri City, TX 77489

Lot 15, Block 9,
Quail Green West, Section 1

Joe Lewis, Jr.
1614 Meadow Green Dr.
Missouri City, TX 77489

Lot 14, Block 19
Quail Green West, Section 1

Buckeye Rentals, LP
1618 Meadow Green Dr.
Missouri City, TX 77489
 (mailing address:
 P.O. Box 3311, Spring, TX 77383-3311)

Lot 13, Block 9,
Quail Green West, Section 1

Executed this 14 day of August, 2024.

GRANTORS/HOMEOWNERS(S)

By: *Nelson White*

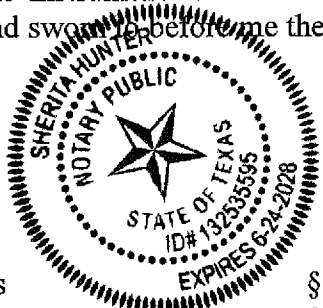
Printed Name: NELSON WHITE
Address: 1903 Quail Green Ct.
Missouri City, TX 77489

By: *Rita White*

Printed Name: RITA WHITE
Address: 1903 Quail Green Ct.
Missouri City, TX 77489

State of Texas §
County of Fort Bend §

Before me the undersigned authority, personally appeared *Nelson White*, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS**, NELSON WHITE, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed. Subscribed and sworn to before me the 14th day of August, 2024.



Sherita Hunter
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

State of Texas §
County of Fort Bend §

Before me the undersigned authority, personally appeared *Rita White*, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS**, RITA WHITE, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed. Subscribed and sworn to before me the 14th day of August, 2024.



Sherita
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 14th day of August, 2024.

GRANTORS/HOMEOWNERS

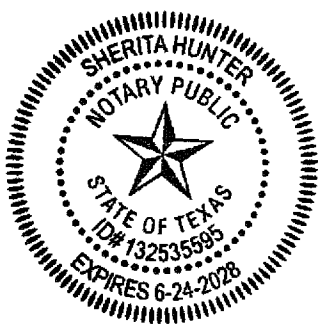
By: James Childress

Printed Name: **JAMES CHILDRESS**
Address: **1907 Quail Green Ct.**
Missouri City, TX 77489

State of Texas §
County of Fort Bend §

Before me the undersigned authority, personally appeared James Childress, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, JAMES CHILDRESS**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 14th day of August, 2024.



Sherita Hunter
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 21 day of August, 2024.

GRANTORS/HOMEOWNERS(S)

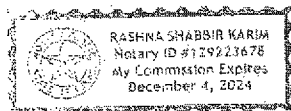
By: [Signature]
OP PROPERTIES, LLC

Printed Name: MOHAMMED JEDDY

Title: MANAGER

Property Address: 1911 Quail Green Ct.
Missouri City, TX 77489

Mailing Address: 5403 Meadow Rd.
Sugar Land, TX 77479

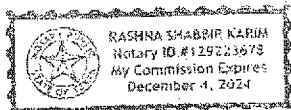


State of Texas §
County of Fort Bend §

Before me the undersigned authority, personally appeared Mohammed Jedly the Manager of OP PROPERTIES, LLC, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the GRANTORS/HOMEOWNERS, OP PROPERTIES, LLC, and who acknowledged to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 21 day of August, 2024.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Executed this 29 day of August, 2024.

GRANTORS/HOMEOWNERS

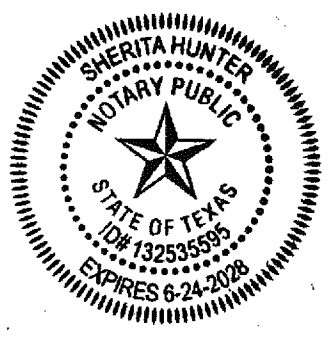
By: Scipio Johnson

Printed Name: **SCIPIO C. JOHNSON**
Address: **1602 Meadow Green Dr.**
Missouri City, TX 77489

State of Texas §
County of Fort Bend §
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Before me the undersigned authority, personally appeared Scipio Johnson, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, SCIPIO C. JOHNSON**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of August, 2024.



Sherita Hunter
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 14 day of August, 2024.

GRANTORS/HOMEOWNERS

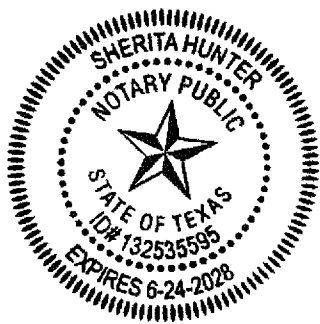
By: [Signature]

Printed Name: **ARIANA VALERIA GONZALEZ**
Address: **1606 Meadow Green Dr.**
Missouri City, TX 77489

State of Texas §
County of Fort Bend §
§

Before me the undersigned authority, personally appeared Ariana Valeria Gonzalez, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, ARIANA VALERIA GONZALEZ**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 14 day of August, 2024.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 14 day of August, 2024.

GRANTORS/HOMEOWNERS

By: *Maritza Aranda*

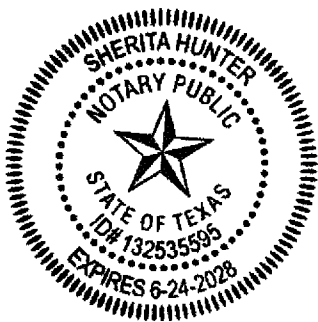
Printed Name: **MARITZA IVONNE ARANDA**

Address: **1610 Meadow Green Dr.**
Missouri City, TX 77489

State of Texas §
County of Fort Bend §
§

Before me the undersigned authority, personally appeared Maritza Aranda, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, MARITZA IVONNE ARANDA**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 14th day of August, 2024.



Sherita Hunter
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 14 day of August, 2024.

GRANTORS/HOMEOWNERS

By: [Signature]

Printed Name: **JOE LEWIS, JR.**

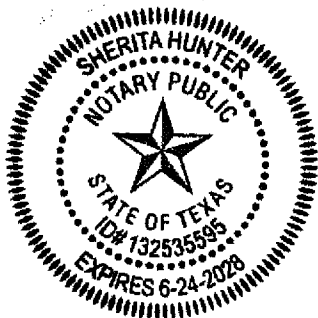
Address: **1618 Meadow Green Dr.**
Missouri City, TX 77489

1614 Meadow Green Dr

State of Texas §
County of Fort Bend §
§

Before me the undersigned authority, personally appeared Joe Lewis Jr known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, JOE LEWIS, JR.**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 14 day of August, 2024.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Executed this 9 day of September, 2024.

GRANTORS/HOMEOWNERS

By: [Signature]
BUCKEYE RENTALS, LP

Printed Name: Robert Gerezak

Title: Manager

Property Address: 1618 Meadow Green Dr.
Missouri City, TX 77489

Mailing Address: P.O. Box 3311 925981
Spring, TX 77383-3311
Houston TX 77292

State of Texas §
County of Fort Bend §
§

Before me the undersigned authority, personally appeared Robert Gerezak the Manager of BUCKEYE RENTALS, LP, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the **GRANTORS/HOMEOWNERS, BUCKEYE RENTALS, LP**, and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 9 day of September, 2024.

William Blaise
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

