

MEADOW CREEK VILLAGE RESIDENTS' ASSOCIATION

GUIDELINES FOR ROOF MAINTENANCE AND REPLACEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Meadow Creek Village Residents' Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Meadow Creek Village Residents' Association, filed for record on October 4, 1971, as Document Number 197100197466, Volume 71193, Page 0743 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Article VI, Section 1 of the Declaration, entitled "Powers and Duties" Subsection (b) provides that the Board ... shall pay for out of the maintenance fund...the..."Exterior maintenance of each Lot and the Common Properties, which shall include... (i) maintenance...of the... fences and roof of each home...; and

WHEREAS, Article VI, Section 1 of the Declaration, entitled "Powers and Duties" Subsection (b) provides that the Board... shall pay for out of the maintenance fund... the "Exterior maintenance on each Lot and the Common Properties,...; PROVIDED, that the term "exterior maintenance" as used herein shall expressly exclude all repairs and maintenance not specifically provided therein, including, but not limited to, (i) all maintenance necessitated by fire, windstorm or other casualty, (ii) maintenance or repair of glass and glass surfaces, and (iii) maintenance or repair of air conditioning and heating units;...; and

WHEREAS, Article VI, Section 1(b) of the Declaration, entitled "Powers and Duties" Subsection (b) provides that "... in the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his or her family, or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which each Lot is subject; and

WHEREAS, Article V, Section 4(i) of the By-Laws, entitled "Directors" provides it shall be the duty of the Board "to cause the common areas to be maintained; and

WHEREAS, Article V, Section 4(j) of the By-Laws, entitled "Directors" provides it shall be the duty of the Board "to cause the exterior of the dwellings to be maintained";

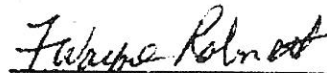
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roof Maintenance and Replacement*.

1. The Association, its agents or employees will not be responsible for inspecting any roof to determine if maintenance or repair is needed.
2. If a leak or other roof maintenance need is reported by a Resident, the Association's contractor will determine if the need for maintenance is the result of normal wear-and-tear, and does not result from a casualty.
3. If the leak or other roof maintenance need is a result of normal wear-and-tear, the Association contractor will make the necessary repairs, the cost of which will be paid by the Association.

4. If an Owner, due to a casualty or for other reasons, replaces the roof on his or her property, the Owner must,
 - a. use, at least, name brand, three-tab, 20-year shingles,
 - b. provide the Association with documentation of the materials used,
 - c. provide the name, address and phone number of the contractor(s) employed, and
 - d. provide the warranty and guarantees provided on materials and installation or the Association will not provide on-going maintenance needed from normal wear-and-tear.
5. The shingles used must resemble the shingles used or otherwise authorized for use on property in the subdivision, must match the aesthetics of the property surrounding the owner's property, and the color of the new roof must match the color of the existing and remaining roof(s) on the adjoining properties.
6. The Association reserves the right to inspect and approve the installation of the new roof.
7. The Association's responsibility for maintenance on new and existing roofs is confined to the area covering the original structure built by the Raldon Corporation in 1972, and does not include the roofs of any additions.
8. On an approximate twenty-year cycle, the Association will replace roofs worn out from normal wear-and tear, and repair or replace decking as needed, the cost of which will be paid by the Association. The Association will use, at least, name brand, three-tab, 20-year shingles. The cost of any repairs or maintenance needed under the decking (interior maintenance) such as rafters is the Owners' responsibility.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding roof maintenance and replacement which may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 4-26-2012, and has not been modified, rescinded or revoked.



Name WAYNE ROBNETT

Title PRESIDENT

Meadow Creek Village Residents' Association