

MEADOW CREEK VILLAGE RESIDENTS' ASSOCIATION

GUIDELINES FOR OWNER MAINTENANCE RESPONSIBILITIES

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 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 herein, including but not limited to, all (i) 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 "...in the event 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 VI, Section 3 of the Declaration, entitled "Owner's Obligations to Repair" provides "Except for those portions of each Lot and the Properties which the Association is required to maintain or repair hereunder, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due."

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Owner Maintenance Responsibilities*.

1. **AIR CONDITIONERS:** any part of the air conditioning or heating systems inside or out, the units themselves or the electric connections. All repairs and replacement of air conditioning units shall be the responsibility of the homeowner.
2. **ADDITIONS:** Those additions made by the homeowner, i.e. room additions, patio extensions, enclosed rooms from patios, or any other addition will not be repaired by the Association, unless such repairs are to the original roof. All walls which were exterior walls, but due to the addition of other walls, are now interior walls, are no longer repaired by the Association. This will remain in effect even if the present owner purchased the home with the addition already made.
3. **AWNINGS/PATIO COVERS:** (Whether or not they were built by Ralston at the same time as the house) these awnings are not an integral part of the building even though they may have been attached to it at the time of building. Those patio/porch covers which are an extension of the roof of the building are covered for repairs by the Association (unless they fall into the category of ADDITIONS).

4. **BACKYARD:** all landscape and lawn maintenance for the backyard or side yard shall be the responsibility of the homeowner. This includes drains which are added for the purpose of eliminating flooding in the yard.
5. **COURTYARDS:** this is considered to be the area in the front of houses, which lies behind any decorative fence: wooden, iron, stucco or lattice. This area shall be the responsibility of the homeowner with the exception of repairs to the Association sprinkler risers which may have been placed there. All repairs to this area concerning landscape, patio stones, decorative tile or rock or mailboxes shall be the responsibility of the homeowner. If repair is necessitated by an exterior wall, original roof extension, beam or the decorative fence itself, those shall be the responsibility of the Association providing that the repair has not been made necessary due to willful or negligent acts of the owner, his family, invitees and guests or tenants.
6. **DOORS:** this means any door which faces to the outside: front doors, storage room doors, patio doors. All repair and maintenance of exterior doors shall be the responsibility of the homeowner. Many homeowners have opted for more decorative doors than the original, and numerous homes have had storm doors added. Doors are one of the few ways that a homeowner can express himself with outside painting or changes.
7. **DOWNSPOUTS/GUTTERS:** while downspouts and gutters are mentioned in the Covenants, no downspouts or gutters were included when the buildings were constructed. If a homeowner wishes to add downspouts and gutters, he or she may; however, they will be considered ADDITIONS, and they will not be repaired or replaced by the Association. Please note: if poor installation of said downspouts and gutters results in damage to the exterior walls of the building, these repairs will be the responsibility of the homeowner.
8. **FIREPLACES AND CHIMNEY:** the homeowner is responsible for the maintenance of the fireplace and chimney of his home. This means the inside of the chimney and flue and the inside of the fireplace itself. Because fires can be started in a chimney which has not been properly maintained, it is recommended that homes with fireplaces have a complete check of the chimney and flue, and are cleaned yearly. The Association only does repairs on the exterior surfaces of the chimney. Any other repairs are the responsibility of the homeowner, including the metal mesh animal guard at the top of the chimney. The maintenance of the metal top of the chimney is important because it is the sole way of keeping out animals and birds, and of keeping large, live embers from flying from the chimney to the top of your house or others and causing fires.
9. **ELECTRICAL:** no electrical fixtures or electrical connections shall be repaired by the Association. This includes outside address lamps but does not include the Association sprinkler connections.
10. **FOUNDATIONS:** this means any repair to the foundation of the home including the patio and carport which are extensions of the foundation. Driveways and sidewalks have been repaired in the past by the Association, the cost of which was very expensive. Due to the soil on which our homes are built, most repairs have not lasted.
11. **GLASS AND GLASS SURFACES:** this means any window, window frame, window screen, patio door, door screen or rack. All windows and glass surfaces shall be the responsibility of the homeowner. Again, many homeowners have opted for the replacement windows for greater energy efficiency, or for storm windows or solar screens.
12. **INSECTS:** this means any insects such as termites which do damage to the building itself, or any infestation of insects such as roaches or ants. (Lawn pests will be exterminated by the Association in front yards and on the Association shrubs and trees.) This also includes any infestations of rodents or other animal pests. Both the extermination of the pests and the resulting damage shall be the responsibility of the homeowner.

13. **INTERIOR:** this means that the interior of the home is the total responsibility of the homeowner. No interior repairs will be made by the Association no matter what their
14. **PLUMBING:** All such pipes or lines which bring water into the house or remove sewage from the house. This does not include plumbing necessitated by the repair of the sprinkler systems which belong to the Association. It does, however, include the outside water faucets and the lines running to them. If, in the event of a leak, and it is not known whether it is a sprinkler or water faucet, and if the homeowner requests repairs, and the leak is determined to be from the faucet, then the homeowner will be billed for the service call.
15. **TELEVISION ANTENNA AND SATELLITE DISHES:** Any problems or damage to the house caused, either directly or indirectly, by television antenna and satellite dish installations or their existence will be at the sole expense of the homeowner. When the house has vinyl siding installed, any additional expense due to the antenna or dish installation will be the responsibility of the homeowner. Please note that any attachment to the vinyl siding will void the Association's warranty, and, therefore, any costs attributed, either directly or indirectly, to such attachment will be at the sole expense of the homeowner.
16. **WIND TURBINES:** This means those turbines which are on the roofs of some of the homes in the neighborhood. All replacements and repairs will be the responsibility of the homeowner, whether or not the turbine was installed at the time of the building of the house. Turbines are for the purpose of cooling the attic during the summer, and the homeowner is urged to cover them during the winter. Because the weather in the winter can have an adverse effect on the efficiency of the turning mechanism of the turbine, yearly maintenance by the homeowner is also recommended. Any roof leak which can be directly attributed to the installation of a turbine will be the responsibility of the homeowner.
17. **PARTY WALL.** The cost of reasonable repair and maintenance of a party wall shall be shared by Owners who make use of the wall in proportion to such use.
18. **ANY REPAIRS NECESSITATED BY THE WILLFUL OR NEGLIGENT ACT OF ANY OWNER, HIS FAMILY, GUESTS AND INVITEES OR TENANTS:** this means that any repairs which normally would be the responsibility of the Association are no longer the Association's responsibility if they are necessitated due to the homeowner not taking due care of his property.
19. **ANY REPAIRS NECESSITATED DUE TO FIRE, WINDSTORM OR OTHER CASUALTY:** this means that any "Act of God" or accident shall release the Association from its responsibility for repairs.

THE OMISSION OF ANY ITEM FROM THIS LIST DOES NOT AUTOMATICALLY EXCLUDE IT FROM THOSE ITEMS WHICH ARE NOT THE ASSOCIATION'S RESPONSIBILITY. SOME SUCH REPAIRS MAY HAVE TO BE CONSIDERED INDIVIDUALLY TO DETERMINE WHETHER OR NOT THEY ARE THE RESPONSIBILITY OF THE ASSOCIATION.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding Owner Maintenance Responsibilities 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