NOTICE

## CERTIFICATE OF SECRETARY of WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC. regarding RESOLUTION OF BOARD OF DIRECTORS adopting MAINTENANCE/REPAIR RESPONSIBILITY MATRIX for

**WESTHOLLOW VILLA TOWNHOMES** 

STATE OF TEXAS

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COUNTY OF HARRIS

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I, Stephanie Haines, Secretary of Westhollow Villa Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at a duly called meeting of the Board of Directors of the Association held on the low day of Section 1.2014 with at least a majority of the Directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, Article VI of that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions Westhollow Villa Townhomes" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. F190707 (the "Declaration") sets for the maintenance responsibilities of the Association and Owners in Westhollow Villa Townhomes ("Owners"):

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WHEREAS, from time-to-time Owners have complained it is difficult to interpret and understand Article VI of the Declaration;

WHEREAS, the Board believes it would be in the best interests of the Association and the Owners to darify the maintenance responsibilities set forth in Article VI of the Declaration;

WHEREAS, Article VII, Section 1(c) of the Bylaws of the Association provides the Board has the power to:

 exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

WHEREAS, in accordance with its power to do so, the Board of Directors wishes to promulgate a Maintenance/Repair Responsibility Matrix" ("Matrix") to clarify these maintenance responsibilities of the Association and Owners in accordance with the Declaration.

NOW, THEREFORE, BE IT RESOLVED that the attached Matrix entitled "Westhollow Villa Townhomes Association, Inc. (HOA) vs. Owner Responsibility" is hereby adopted to more fully set forth the maintenance responsibility of the

Association and Owners, which shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 16th day of Sestem 2014.

WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC.

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Stephanie Haines, Secretary

STATE OF TEXAS

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**COUNTY OF HARRIS** 

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BEFORE ME, the undersigned notary public, on this like day of Chapters. 2014 personally appeared Stephanie Haines, Secretary of Westhollow Villa Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Notary Publicin and for the State of Texas



## WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC. (HOA) vs. OWNER RESPONSIBILITY It is the duty of the HOA to maintain the Townhouse exterior and Common Areas; specific exceptions and inclusions listed below.

E	KTERIOR	HOA	OWNER	EXCEPTIONS/INCLUSIONS
A	. Wood & Brick			
Г	1. Hardiboard & Hardipiank	X		Except as covered by insurance
r	2. Roofs & Skylights	X		
厂	3. Party Walls		X	Split between Owners sharing the wall
Г	4. Wood & Brick	X		Except as covered by Insurance
Г	5. Dryer Vent		X	
В.	Fireplace		1	
	1. Structure & Common Wall	X		
┢	2. Spark Inhibitors	X		
-			<del> </del>	
	3. Chimney Flue & Cleaning		l x	inside portion is to be maintained by Owner
C	Windows	<u> </u>		
=	1. Glass & Frame	33	Х	
_	2. Screens		X	
-	3. All Glass Surfaces	<del>                                     </del>	X	
0	Doors		-	
3				Owner can paint new front door with paint
				provided by HOA or pay fee to have it painted by
	1. Front Door		x	the HOA.
	1. FIGUR DOOF		^	HOA will paint new garage doors & existing
				garage doors as a part of the periodic painting of
	2 Compa Deer		x	Townhouse exteriors.
	2. Garage Door 3. Hardware & Locks		X	I OWNHOUSE exteriors.
			X	
	4. Weatherstripping		_ ^_	
E.	Fixtures			
	at a statut per a community of the commu			Must be selected from an approved list
	1. Light Fixtures operated from inside the residence		X	promulgated by the Board of Directors
	Foundations	v	Х	***
_	Fence & Gates	X		
-	Gutters	Х		
<u>l.</u>	Electrical			
	1. Wiring, utilities that exclusively serve the			
re:	sidence, and D(1) above		Х	
	2. Wiring, utilities that serve Common Areas	Х		
	Patio(s) - Includes all vegetation and additional			
m	provements added by the owner			
	1. Stairs located by front door of select Townhouses -			
COI	nsidered attached to & a part of structure	X		
	2. Vegetation & Other Improvements		X	
K.	Air Conditioner Unit/Heating Unit		X	
L.	Hot Water Heater		Х	
				Except valve attached to & exclusive to 1
M.	Water Cut-Off Valve	x		Townhouse
	Mail		ħ	
				Except cylinder lock in assigned mailbox is Owner
	Mailbox, Locks & Keys - (US Post Office)	х		responsibility.

IMPORTANT: In accordance with Article V of the Declaration of Covenants, Conditions and Restrictions all exterior additions and alterations by an Owner must first be approved by the Board of Directors of the Association.

## WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC. (HOA) vs. OWNER RESPONSIBILITY it is the duty of the HOA to maintain the Townhouse exterior and Common Areas; specific exceptions and inclusions listed below.

EXTERIOR	HOA	OWNER	EXCEPTIONS/INCLUSIONS
O. Utilities			
1. Water & Sewer	X	1	
2. Common Area Electricity	Х		Except I (1) Above
3. Townhouse (Inside) Electricity		Х	Except I (1) Above
P. Pest Control & Exterminating			
1. Patio Area		1	
a. Roaches		X	
b. Ants	5.***	X	
c. Termites	X		
d. Other		×	
2. Common Areas			
a. Roaches	Х	1.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
b. Ants	X		
c. Termites	×	17.5	
d. Other (Possums, etc.)	X		
Q. Landscaping			
1. Outside & Common Areas	X		
2. Inside Patio(s)		X	100
R. Insurance	. 11	777	
1. Building & Townhouse Structure	X	5.55	
2. Common Area Grounds	×	79 - 3	
i. Owner improvements	, Ali.	1. 1.	
1. Dryer Vents		X	
2. Exterior Improvments		X	
		la vance d	
NTERIOR			
A. Paint		X	
3. Sheetrock		X	
. Wallpaper		X	
D. Carpet, Tile, Wood, Other Flooring		×	
Appliances		X	
Plumbing			
1. Toilet	<del>,,,,,</del>	X	
2. Sinks		Х	
3. Bathtub		X	
			Owner is responsible up to the point of contact
4. Pipes	1	*	with the master pipe, which services all units.
. Electrical	3.75	X	
1. Breaker Panel		X	
2. Breaker Switches		X	Mariagia (1911) (P. 1911)
3. Plugs		X	
4. Switches		X	
5. Wires		×	Owner is responsible up to the point of contact with the master wires, which services all units
6. Lighting Fixtures	<del></del>	X	

20140417825 # Pages 5 09/17/2014 13:02:54 PM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 28.00

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.

