

Governing Document. All doubts regarding a provision in any Governing Document or applicable law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences: in favor of the operation of the Association and its enforcement of the Governing Documents for the benefit of owners collectively, and finally to protect the rights of individual owners, regardless which party seeks enforcement."

20. Declaration of Covenants, Conditions and Restrictions for Towns at Seville, Appendix B, shall be amended to read:

MAINTENANCE RESPONSIBILITY CHART

-SEE NOTES AT END OF CHART-

COMPONENT OF PROPERTY	HOA'S AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY
Roofs.	Decking, felt, shingles, and metal flashing, only.	All other aspects, including roof trusses.
Roof-mounted attachments.	None.	All aspects.
Exterior vertical walls of buildings, other exterior features of buildings not specifically listed in chart.	Exterior walls including outermost materials (such as wall boards, wall framing, insulation, siding, brick & any coatings), and any exterior columns	Interior paint and finish on interior walls.
Building foundations, patio slabs, and A/C slabs.	Building foundations, including structural front porches and rear patios.	A/C slabs.
Concrete driveways & sidewalks.	Structural aspects of flatwork outside of fenced yards, only.	All other aspects, such as routine cleaning & tolerance for minor cracks that are inevitable results of the natural expansion & contraction of soil, shrinkage during the curing of the concrete, and settling of the building.
Retaining walls (not landscape related).	All aspects.	None.
Front porch or stoop and its alcove (if any).	All aspects, except as noted for owner.	Routine cleaning, and handicap modification (if any).
Decorative swirlings, shutters, or vents on front facade.	All aspects.	None.

Front doors of townhomes.	None.	All aspects, including exterior paint or stain.
Garage Doors.	Exterior paint or stain, only.	All other aspects, such as the door itself, automatic openers and remotes.
Other exterior doors.	None.	All aspects.
Front exterior light fixtures, front street numbers.	All aspects of the fixtures and numbers, except as noted for owner.	Bulbs and electric services to fixtures.
Exterior light fixtures on sides and rear of buildings.	All aspects of fixtures mounted above the first floor, and if building standard.	All aspects of ground story fixtures on rear elevation.
Gutters and downspouts.	All aspects.	None.
Grounds – outside the fenced yards.	All aspects.	None.
Yard irrigation system (sprinkler) – front yards only.	All aspects, except as noted for owner.	Must provide electrical power and water if the sprinklers are tied to the lot's meters.
Yard irrigation system (sprinkler) – rear and side yards.	All aspects, except as noted for owner.	Must provide electrical power and water if the sprinklers are tied to the lot's meters.
Grounds – Inside fenced yards.	Mowing, only.	All other aspects. Must have HOA approval for plants and all changes to fenced yard.
Fences and gates around private townhome yards.	All aspects.	Provide access through gates.
Flagpole mount.	None.	All aspects.
Garages.	Roofs and exterior vertical walls as described above.	All aspects, except those noted for HOA.
Skylights.	None.	All aspects.
Attics.	None.	All aspects.
Insulation & weatherstripping.	None.	All aspects.
Chimneys & Fireplaces.	Chimney caps and siding only.	All other aspects, including flues, firebox, damper, and periodic flue cleaning.

Mailboxes.	All aspects.	None.
Glass.	None.	All aspects – to building standard.
Townhome interiors, incl. improvements, fixtures, partition walls & floors within townhome.	None.	All aspects.
Surface water drainage systems (at or below grade).	All aspects, including collection drains and drain systems.	None. Prohibited from changing the drainage system.
Party Walls.	All aspects.	None.
Windows.	Window perimeter frames, window flashings, and periodic exterior caulking.	All other aspects, including window seals and sealants, screens, mullions, locks, glass panes, glazing, interior caulking, and periodic cleaning ~ inside and outside. <i>(Includes decorative windows in attic or gables.)</i>
Water, sewer, electrical lines & systems.	None for lines and systems serving the lots.	All aspects of lines and systems serving the lot, including exterior faucets and meter box covers.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms on doors/ windows, smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	Standards for location and appearance of cable and/or conduit.	All other aspects.
Television antennas & satellite dishes.	Standards for location and appearance of exterior-mounted devices.	All other aspects.

#### NOTES FOR MAINTENANCE RESPONSIBILITY CHART

NOTE 1: "All Aspects" includes maintenance, repair, and replacement, as needed.

NOTE 2: Components are applicable only if they exist, and may not be construed to create a requirement or an authorization for such a component. A skylight is an example of a component that may or may not be on a building.

NOTE 3: This chart's assignment of maintenance to an owner is not authorization for the owner to change the appearance of the component for which owner has maintenance responsibility. This chart may not be used to evade the requirement of obtaining architectural approval.

NOTE 4: The foregoing assignments may be modified by written agreement between the Association and an owner, such as when architectural approval is granted contingent on the owner's assumption of maintenance responsibility for the modification. The agreement may be in the form of a publicly recorded covenant agreement.

NOTE 5: This chart's assignment of maintenance to the Association is predicated on the component being original to the Property, or an authorized replacement thereof, or a component that was installed by the Association or with the approval of the Association. This chart may not be used to compel the Association to maintain a component installed by an owner without the Association's approval, or a component approved subject to the owner assuming maintenance responsibility.

NOTE 6: If an owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the owner.

NOTE 7: The Association's maintenance obligations will be discharged when and how the board, in its sole discretion, deems appropriate.

NOTE 8: To be effective, a revised Chart must be recorded in the Real Property Records of Harris County, Texas. The board may unilaterally amend this chart for the following limited purposes:

- (1) To identify a component that is omitted from the chart.
- (2) To clarify a vague or ambiguous Note or description of a component or maintenance obligation.
- (3) To shift maintenance responsibility from the owner to the Association.

NOTE 9: All other changes to this Chart, such as shifting maintenance from the Association to the owner, must be approved by owners representing at least a majority of the townhomes in the Property and recorded in the Real Property Records of Harris County and Fort Bend County, Texas.

*(End of Appendix B)*

21. Declaration of Covenants, Conditions and Restrictions for Towns at Seville, Appendix C, Section C.1.5, shall be amended to read:

**"Ownership Not Required.** This Appendix Intends for Declarant's rights and reservations to be extant until certain statuses are attained, such as Build-Out or Sell-Out, whether or not Declarant owns any part of the Property. In other words, Declarant need not be an owner to exercise the rights and reservations of Declarant."

22. Declaration of Covenants, Conditions and Restrictions for Towns at Seville, Appendix C, Section C.1.7, shall be deleted in its entirety.

23. Declaration of Covenants, Conditions and Restrictions for Towns at Seville, Appendix C, Section C.2.3, shall be amended to read: