



**MAINTENANCE MATRIX FOR  
SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

WHEREAS, the property encumbered by this Maintenance Matrix for Springtree Crossing Condominium Association (“Maintenance Matrix”) is that property initially restricted by the Declaration and Master Deed for Springtree Crossing Condominiums, recorded under Volume 80176, Page 328 of the Condominium Records of Dallas County, Texas as same has been or may be amended or supplemented from time to time (“Declaration”), and any other property that has been or may be subsequently annexed thereto and made subject to the authority of the Springtree Crossing Condominium Association (the “Association”); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, Article III, Section 3.07 (A) (v) of the Declaration gives the Board of Directors (“Board”) of the of the Association the power to adopt reasonable rules and regulations for the operation of the Springtree Crossing Condominiums; and

WHEREAS, Section 82.102 (a) (7) of the Texas Uniform Condominium Act (“TUCA”) gives the Board the authority to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, medication, and appearance of the units and common elements to the extent the regulated actions affect common element or other units; and

WHEREAS, pursuant to Declaration and TUCA, the Board hereby adopts this Maintenance Matrix for the purpose clarifying the conditions or responsibilities for maintenance set out in the Declaration;

WHEREAS, the responsibilities for maintenance have been specifically assigned to the Association pursuant to the Declaration and all other items are the maintenance obligations of the Owners; and

WHEREAS, pursuant to Article III, Section 3.06 (b) of the Declaration, the Association has the responsibility to maintain the facilities and/or improvements that satisfy the definition of Common Elements in Article I (g) of the Declaration; and

WHEREAS, Common Elements means all of the General Common Elements and all of the Limited Common Elements as defined by Article I (f) and (k) of the Declaration; and

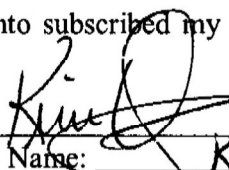
WHEREAS, Article V, Section 5.04 of the Declaration provides that each Owner is liable for any damage to the Common Elements caused by the negligence or willful misconduct of the Owner or hi/her family, guests, or invitees; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Board hereby adopts this Maintenance Matrix, including Exhibit "A" attached hereto, which is intended to clarify the responsibilities of the Association and Owners with regards to specific components of the Spingtree Crossing Condominiums.

**CERTIFICATE OF SECRETARY**

I hereby certify that, as Secretary of Springtree Crossing Condominium Association, the foregoing Maintenance Matrix for Springtree Crossing Condominium Association was approved on the 25<sup>th</sup> day of MARCH, 2014, at meeting of the Board of Directors at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 18 day of April, 2014.

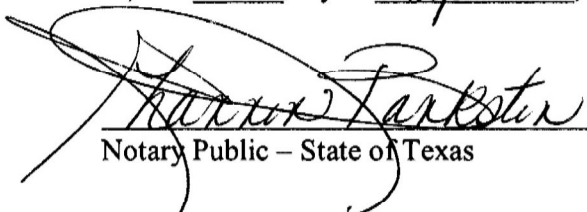
  
Print Name: KIM HASTINGS

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, on this day personally appeared Kim Hastings, the Secretary of Springtree Condominium Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18<sup>th</sup> day of April, 2014.



  
Notary Public – State of Texas

After Recording, Return To:  
Sipra S. Boyd  
Roberts Markel Weinberg Butler Hailey P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056

| COMPONENT OF PROPERTY  | ASSOCIATION RESPONSIBILITY   | OWNER RESPONSIBILITY   |
|--|--|--|
| Common Element Landscaping   | All Aspects  | None   |
| Landscaping and Sprinkler Systems  | All Aspects  | None   |
| Mailbox Locks  | None   | All Aspects  |
| Mailboxes  | All Aspects  | None   |
| Roofs  | All Aspects  | None   |
| Water, wastewater, electrical lines and systems  | All aspects of common lines and systems serving the Common Element leading up to the Unit. | All aspects of lines, fixtures, and appliances serving only that Unit  |
| Unit interior, including all improvements, equipment, fixtures, partition walls and floors within the Unit.                            | None. This includes damage due to outside elements.  | All Aspects  |
| Any plumbing, water heaters, furnaces, HVAC equipment, lighting fixtures, wiring and appliances in to connected exclusively to a Unit. | None   | All Aspects including outside pipes if the homeowner has failed to take proper precautions in freezing weather conditions. |
| Sheetrock within a Unit and treatments on walls  | None   | All Aspects  |
| Exterior doors of a Unit including door jamms, locks and glass in such doors.  | None   | All Aspects  |
| Windows and skylights, including replacement glass.  | None   | All Aspects with Board Approval  |
| Fire Sprinkler Systems within the Units, if any  | None   | All Aspects  |
| Carports   | All aspects. Unless damage is caused by homeowner or resident.                             | None. Unless damage is caused by the homeowner or resident.  |
| Driveways  | All Aspects  | None   |
| Exterior Building Components   | All Aspects  | None   |

| COMPONENT OF PROPERTY  | ASSOCIATION RESPONSIBILITY                                     | OWNER RESPONSIBILITY                                    |
|--|--|---|
| Patio Fencing  | All Aspects. Unless damage is caused by homeowner or resident. | None. Unless damage is caused by homeowner or resident. |
| Building Foundations   | All Aspects  | None  |
| Exterior Lighting  | All Aspects. Unless light is a porch or patio light.           | None. Unless light is a porch or patio light.           |
| Screens  | None   | All Aspects   |
| Trees  | All Aspects outside the patio area                             | All Aspects inside the patio area                       |
| <p><b>Note: Homeowners failing to carry a Homeowners Insurance Policy will be responsible for any damages to the adjoining unit caused by fire, flood, or failure to make repairs to any items considered homeowners responsibility in a timely manner and can be held liable for the repairs to the unit in a Civil Matter.</b></p> |  |   |

Filed and Recorded  
 Official Public Records  
 John F. Warren, County Clerk  
 Dallas County, TEXAS  
 05/27/2014 01:02:36 PM  
 \$38.00



*[Handwritten signature]*

201400128867