

VILLAS AT KING HARBOR HOMEOWNERS ASSOCIATION INC.
 MAINTENANCE RESPONSIBILITY CHART ^{NOTE 1}
 (Supersedes all prior statements defining HOA/Homeowner Responsibility)

“All aspects” includes maintenance, repair and replacement as needed ^{NOTE 2}

COMPONENT OF PROPERTY	ASSOCIATION'S AREA OF RESPONSIBILITY ^{NOTE 3}	OWNER RESPONSIBILITY (Subject to Architectural approval, if applicable) ^{NOTE 4}
EXTERIOR		
Roofs – shingles, decking & structural supports	All aspects	None
Roofs – preparatory work, including as to vents & other roof extrusions, and exterior chimney work	All work	All costs must be paid by owner
Roof mounted attachments, including but not limited to antenna/satellite dishes	None	All aspects. Architectural notice or approval for antenna/satellite dish required
Driveways, sidewalks & walkways	All aspects	None
Controlled access vehicular & pedestrian entry/exit gates and systems	All aspects	None
Gutters and downspouts	All aspects	None
Lot Landscape Services – Outside Rear Yards ^{NOTE 5}	All aspects	None. Architectural approval for any modifications to any areas maintained by Association required.
Lot Landscape Services – Inside Rear Yards ^{NOTE 5}	None	All aspects, including plant selection, landscape design and maintenance of landscape and trees.
Landscape Services - common areas	All aspects	None. With prior Committee approval Owner may replace existing landscaping in common area outside their Unit at their sole cost and expense.

Fencing and gates	All aspects	None. Rear Yard must be enclosed by a fence. <i>See</i> Declaration §8.13
Perimeter site irrigation system outside Rear Yards	All aspects	None
Irrigation system inside Rear Yards. <small>NOTE 5</small>	None	All aspects.
Light fixtures and electronic systems in common areas	All aspects	None
Exterior light fixtures on residences, garages and patio areas	None	All aspects. Committee approval required prior to installation of exterior light fixtures
Exterior doors, including garage doors, & windows	None	All aspects, including rails, rollers, all hardware, closers, locksets, weather-stripping, etc. Committee approval required prior to installation of new doors or windows
Garages	None (except exterior siding and roofing)	All aspects of interior including sheetrock, attic, shelving and lighting
Attics	None.	All aspects. Owner may modify existing attics at their sole cost and expense; however, Owner must and obtain written Committee approval prior to any modifications
Attic insulation and weather stripping	None	All aspects. Owner may add additional insulation to the attic at Owner's sole cost and expense.
Exterior building painting, repair & replacement	All aspects, including casualty/loss normally covered by insurance	None
Surface water drainage system – common areas	All aspects	None

Surface water drainage system – within each Lot	None	Owner responsible for any damage caused by drainage resulting in water intrusion/flooding of adjoining Units due to alterations by Owner
Heating and cooling systems and water heaters	None	All aspects (including compressors).
Standby electric generators, solar panels, skylights, etc.	None.	All aspects. Committee approval in accordance with applicable policies required prior to installation.
Interior and exterior pest control, including attic spaces, garages and all lot areas	None	All aspects
Streets & common area parking areas	All aspects	None except damage due to owner or their guests such as oil stains or Owner trees (Association has right to remove trees if damage is due to tree roots). No storage of vehicles allowed in overflow parking. No parking or storage of commercial vehicles, RVs, boats, trailers, etc. Violations will result in towing and/or fines to owner.
Mailbox Banks	All aspects	None
Exterior Numbers or Letters on garages	All aspects	None; Owner may add custom numbers on Unit or fence in size comparable to existing numbers or letters at Owner's sole cost & if prior ACC approval obtained
Foundation	None	Owners of shared foundation required to share costs; otherwise, owner responsible for all aspects; <i>see</i> Declaration, §§6.1 & 6.2.
INTERIOR		
All interior walls, including studs and all finishing materials.	None.	All aspects. Committee approval required as to any alterations of interior walls prior to alteration.

Structural supports for roofs and walls	All aspects (unless modified by Owner).	None (unless modified by Owner).
Interior betterments, including flooring, cabinets, light fixtures, dryer vents, etc.	None	All aspects.
Unit water heaters	None	All aspects
Unit window and glass surfaces	None	All aspects
Mold within Units	None	All aspects. Owner must be proactive in removing visible surface mold and is encouraged to obtain mold insurance coverage on individual condominium policies.
Mold outside Units	None	All aspects
Outdoor water faucet covers	None	All aspects
Electrical outlets and systems	None	All aspects
Plumbing and sewer lines/water valves/water faucets	None	All aspects
Hydro-jetting of main sewer lines under buildings and in roadways	None	All aspects
Fireplaces, interior of chimneys and flues	None	All aspects
Appliances located within individual Units	None	All aspects
INSURANCE		
Insurance - flood <i>See</i> Declaration, Article IV & Declaration – Second Amendment	None	All aspects. Owners are encouraged to review their coverage with their individual insurance carriers

Insurance – common areas	All aspects, including improvements, with coverage equal to full replacement value subject to reasonable deductions	None.
Insurance – Attached Unit Lots ^{NOTE 6}	Board at its option & from time to time may obtain casualty or other types of insurance covering only the Attached Unit Lots – premiums paid from Attached Unit Assessments	None if the Association has coverage; otherwise, all aspects
Insurance – All Units other than Attached Unit Lots	None	All aspects
UTILITIES:		
Water, sewer, electric and gas	None	All aspects <i>See Declaration, Article VI</i>

Note 1: This maintenance responsibility chart provides a general guide for Owners, the Board and management. It is based on provisions of and construction and interpretation of the Declaration (as defined below) and other governing documents. However, the law and practices can change over time. Accordingly (i) this chart is subject to change by Declarant or the Board at any time, and (ii) in the event of any conflict between the Declaration or other governing documents and this chart, the Declaration or other governing documents will control.

Note 2: *See Declaration of Covenants, Conditions, Restrictions and Easements for Villas at Kings Harbor Townhomes filed on August 21, 2007 under Clerk’s File No. 20070511311, Official Public Records of Real Property of Harris County, Texas, as amended by First Amendment, Second Amendment and Third Amendment of the Declaration filed, respectively, on May 8, 2012, February 29, 2016 and August 17, 2019, and under Clerk’s File Nos. 20120201195, RP-2016-826288 RP-2019-345251, Official Public Records of Real Property of Harris County, Texas (the “Declaration”).*

Note 3: Regardless of allocation of maintenance responsibilities by the Declaration or other governing documents, each Owner is obligated to pay all costs and expenses of maintenance, repair or replacement which is necessary due to the willful or negligent acts of the Owner or the Owner’s family, guests or invitees. Declaration §6.3, if any Owner fails to maintain their Lot or improvements thereon as required by the Declaration or other governing documents as determined by the Board, the Association may enter the Owner’s Lot to repair, maintain and restore the Lot, and all costs thereof become part of the Assessments to be paid by the Owner. Declaration, §6.1. **The Board may determine any disputes between Owners or between any Owner(s) and the Association as to maintenance responsibilities. Declaration, §6.4.**

Note 4: See Declaration, Article V. An Architectural Review Committee as to new construction and a Townhouse Modification Committee as to all other modifications are established by Article V. Both are referred to as the “**Committees**”. Members of the Committees are appointed by the Board. The Board is appointed by Declarant until the “Election Date” (when all Lots are sold to homeowners – Declaration, Third Amendment, §1.12) §5.3 of the Declaration states as follows:

“No building, structure, fence, patio, patio cover, pool, spa, trellises, deck, wall or other improvements (including landscaping of Rear Yards) shall be commenced or constructed on any Lot, and no exterior addition or alteration to Unit or other improvements shall be made until the site plan and final working plans and specifications have been submitted to and approved in writing by the required vote of the applicable Committee as to conformity with this Declaration and the Prior Restrictions and harmony of external design and location in relation to existing structures and topography.”

The Association is not responsible for any alterations made to a Unit or a Lot, whether or not approved by the Committees. Declaration, §6.3

Note 5: “**Rear Yard**” means that portion of a Lot located behind the rear wall of the Unit. “**Unit**” means a residential unit designated for and limited and restricted to occupancy by a single family on a Lot. See Declaration, §§1.26 & 1.31

Note 6: See Declaration, Second Amendment which adds provisions applicable to any “**Attached Unit Lot**” (a Lot containing a Unit which shares a common wall with one or more other Units) which are subject to an “**Attached Lot Assessment**” to pay “**Attached Lot Expenses**” (expenses incurred to provide a benefit only to the Attached Unit Lots.