

**Summary of Obligations of THM Association, Owners and Tenants
under the Articles of Incorporation and Deed Restrictions For
Maintenance and Landscaping of Property**

The following are excerpts from the Articles of Incorporation and Deed Restrictions outlining the obligations of THM Association, owners, residents and tenants (collectively “Owners”) in Townhouse Manor. The statements in this Summary are intended to assist the Owners in understanding respective obligations in Townhouse Manor.

This document does not summarize all provisions of the referred to documents. Any inconsistency between this Summary and the Deed Restrictions, Articles of Incorporation or other governing documents of THM will be construed against this Summary. Owners should refer to the recorded applicable THM documents for any disputes they may have with the language in this Summary or for additional provisions that may be applicable. Additionally, the Deed Restrictions may have been amended from time to time by Texas state statutes.

Copies of THM Articles of Incorporation, By Laws, Deed Restrictions and Rules and Regulations and this Summary of THM, Owners and Tenants Obligations are available at www.townhousemanor.org or contact our property manger, Cindy Domenici, at thmmanager@gmail.com .

OBLIGATIONS OF TOWNHOUSE MANOR¹

To arrange for, provide and pay for the furnishings to such subdivision of the following;

- The cleaning, maintenance and improvement of streets, alleys, sidewalks, common areas, esplanades, subdivision walls and vacant lots;
- the cleaning, maintenance, operation and supervision of the swimming pool and private park-facilities located in such subdivision;
- providing street lighting and fogging for insect control;
- caring for, tending, watering, and mowing lawns, trees and shrubs on common areas;
- providing garbage and rubbish pickup; encouraging compliance with and enforcement of all covenants and restrictions in such subdivision;
- and doing any other thing necessary or desirable in the opinion of the Trustees of this corporation, to keep the property in such subdivision neat and in good order or which

¹ Article IV, Para. 4, Articles of Incorporation of THM

the Trustees consider of general benefit to the owners or occupants of lots in such subdivision;

- to do any and all other acts in connection with all of the above purposes

Common property, including courtyards and walks, the swimming pool and its surroundings, the Stonehouse esplanade, perimeter fences, other property deeded to the Association and common utilities (gaslights, courtyard lights, courtyard sprinklers, and pool water and electricity) shall be maintained by the Association.²

OBLIGATIONS OF OWNERS

Exterior Maintenance³

Each Owner shall be responsible for maintaining in an attractive and finished state of repair the exterior of the residence, garage, lot and any portion of the interior in public view.

Specifically, owners shall not:⁴

1. Let paint, trim, caulking, brick, stucco, siding, other exterior surfaces, awnings, roof, rain gutters, down spouts, exterior walls, windows (including glass and support structures), doors, garage doors, mailboxes, exterior light fixtures, walks, driveways, fences, walls, foundations or party walls, parking areas or any other part of the property deteriorate without taking prompt action to correct the situation.

Owners shall assure that:

2. Awnings are securely affixed to the exterior walls, and must be kept free of holes, rust, mildew, or other dirt.

3. Gutters and down spouts are painted or treated to prevent corrosion, secured to the roof, eaves, gables or other exterior walls, and maintained without holes. Down-spout run off shall be routed properly to prevent damage to buildings, grounds, and property from prolonged standing water or soil erosion.

4. Concrete areas including, but not limited to, sidewalks, walks, driveways, or porches shall be maintained so that all cracks are properly patched or resurfaced as they appear.

² Article IV, Para. (a), THM Deed Restrictions

³ Article III, THM Deed Restrictions

⁴ Article III, Para. (a)(1), THM Deed Restrictions

5. Window coverings such as cardboard, foil, paper, or sheets (unless converted into proper curtains) are not permitted.

6. Change of paint color, brick or other exterior materials shall be compatible with existing structures and in harmony with the neighborhood.

Enforcement⁵

If an owner fails to comply, the Association may, but shall not be required to, maintain the same. In such case, the cost, including interest and attorneys' fees, shall be added to the owner's maintenance fee and secured by the maintenance lien.

Shared Improvements⁶

Each improvement on a lot shared by the adjacent lot or lots shall be considered a shared improvement and be subject to the general law regarding party walls and liability for property damages due to negligence or willful acts or omissions. Examples of shared improvements include but are not limited to roofs, decking beneath the roofs, foundations, walls on shared property lines that are party walls, exterior fascia siding, and brick on common walls, walkways and other paved areas serving more than one residence.

The cost of reasonable repair and maintenance of a shared improvement shall be borne by the owners who share the improvement in proportion to their ownership of the lots sharing the improvement. No owner may exempt himself from liability by waiving the right to use the shared improvement or party wall.

The obligation to make such payments is not meant to alter the right of any owner to call for a larger contribution from others under any rule of law regarding liability for negligence or willful acts or omissions.

The right of any owner to contribution from any other owner under this article shall run with the land and shall pass to such owner's successor in title.

Settlement of Disputes⁷

In the event of a dispute between the owners of adjoining properties in a matter for which the consent or release of one or the mutual consent or release of both is required, the owners shall submit the dispute to a professional arbitrator agreed upon by both parties. If both parties are unable to agree

⁵ Article III, Para. (a)(1), THM Deed Restrictions

⁶ Article III, Para. (a)(2), (a)(3), (a)(4) & (a)(5), THM Deed Restrictions

⁷ Article XV, THM Deed Restrictions

upon an arbitrator, then the Board of Trustees may appoint a professional arbitrator who is not a member of the Townhouse Manor Fund, Inc., for them. The dispute shall to be arbitrated in accordance with the provisions of the Texas General Arbitration statute. The determination of the arbitrator shall be final and conclusive upon both parties.

LANDSCAPING⁸

Responsibility for the landscaping and maintenance of lots is as follows:

1. Improved property shall be landscaped and maintained attractively **[by Owners]** by properly trimming trees, shrubs, and bushes in public view. Trees, shrubs or bushes shall not obstruct sidewalks or alleys, block vision at intersections, or intrude on adjoining property. Dead trees, shrubs, bushes, or other foliage shall be removed promptly and disposed of properly.⁹

2. Unimproved lots shall be mowed by a contractor retained **by the Association**. The mowing fee shall be based on each unimproved lot owner's proportional share of the total square footage of unimproved lots to be mowed. The fee shall be paid by the owner of the lot, in advance, at the time set to pay the maintenance fee. This charge shall be considered part of the maintenance fee and is subject to interest and attorneys' fees and secured by the maintenance lien.¹⁰

ENFORCEMENT OF RESTRICTIONS¹¹

Any owner or the Board of Trustees may enforce any of these restrictions through court proceedings. Additionally, the owner of property that does not comply with these restrictions will be so notified in writing by the Association [pursuant to THM Deed Restrictions, as amended by Texas state statute]. If an owner fails to comply within the time specified by Notice, subject to Texas state statute, the Association, in addition to all other remedies, without liability to the owner in trespass or otherwise, shall have the right to enter upon the owner's lot and do or cause to be done anything necessary to secure compliance with these covenants. The Board of Trustees may bill the lot owner for the cost of such work. The owner agrees to pay such charges immediately upon receipt of the invoice. If not paid, the cost of the work, including interest and attorney's fees, shall become a part of the maintenance fee and secured by the maintenance lien. Each owner shall be responsible for the actions and inactions of the owner's family, guests, tenants and invitees and the family, guests and invitees of the owner's family, guests and invitees.

June 23, 2016

⁸ Article IV, THM Deed Restrictions

⁹ Article IV, Para. (b), THM Deed Restrictions

¹⁰ Article IV, Para. (c), THM Deed Restrictions

¹¹ Article XIV, THM Deed Restrictions