

Maintenance Assignment Agreement & Division Resolution **The Villas Master Association, Inc.**

WHEREAS, The Villas Master Association, Inc. (“The Villas”) is the master homeowners association which oversees various areas of governance and maintenance for the Villa Verde, Villa D’Este, and BellaVita at Green Tee Subdivisions, in accordance with the Declaration of Protective Covenants recorded for The Villas Master Association recorded under File No. U849089 in the Official Public Records of Real Property of Harris County, Texas (“Master Declaration”); and

WHEREAS, the Villa Verde, Villa D’Este, and BellaVita at Green Tee Subdivisions each constitute distinct and separate subdivisions, subject to the jurisdiction of The Villas; and

WHEREAS, the Villa Verde, Villa D’Este, and BellaVita at Green Tee Subdivisions may be referred to herein individually as a “Neighborhood” and collectively as “Neighborhoods” or “Subdivisions”; and

WHEREAS, the BellaVita at Green Tree Subdivision is further governed by the BellaVita at Green Tee Homeowners’ Association, Inc. (“BellaVita”) as provided for in the Declaration of Covenants, Conditions and Restrictions for BellaVita at Green Tee Homeowners’ Association, Inc. recorded under Harris County Clerk’s File Number U858404 in the Official Public Records of Real Property of Harris County, Texas (“BellaVita Declaration”); and

WHEREAS, pursuant to the Master Declaration, The Villas has maintained, operated, repaired, and replaced the perimeter fence and wall along the rear or side of certain Lots that are near or adjacent to the outer perimeter streets of the Subdivisions as well as along certain Lots that lie along the outer perimeter lines of the Subdivisions where the other perimeter Lot does not abut a street; specifically excluding fencing which separates individual Lots from another (“Perimeter Fence”); and

WHEREAS, pursuant to the Master Declaration, The Villas has further maintained certain landscaping and other flora, structures, irrigation, and improvements, including private streets or permanent access easements, and gates situated upon the Common Areas in each Neighborhood; and

WHEREAS, the Perimeter Fence and landscaping and other flora, structures, irrigation, and improvements, including private streets or permanent access easements, situated upon the Common Areas, are considered an Area of Common Responsibility for which the cost of maintenance and repair are allocated from the Base Assessments charged by The Villas in an equal amount to each Lot Owner in the Subdivisions; and

WHEREAS, The Villas and BellaVita desire to enter into this agreement wherein BellaVita will assume all responsibilities associated with the maintenance, repair, and operation of the Area of Common Responsibility within or adjacent to BellaVita; and

WHEREAS, The Villas further desires, by way of this agreement and formal resolution passing same, to allocate all payment responsibilities associated with the maintenance, repair, and operation of the Area of Common Responsibility within or adjacent to Villa Verde and Villa D’Este to each Neighborhood respectively; and

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WHEREAS, pursuant to Article IV, Maintenance, Section 3. Neighborhood's Responsibility, "[u]pon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood...regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; and

WHEREAS, the Board of Directors of The Villas desires to pass this Resolution through which all Neighborhoods will assume responsibility for the payment of all costs associated with the Area of Common Responsibility within or adjacent to such Neighborhood; and

WHEREAS, the cost of maintaining and repairing Areas of Common Responsibility which are located within or adjacent to each Neighborhood will no longer be paid from the Base Assessments, which Assessments must solely be used to benefit the Villa Verde, Villa D'Este, and BellaVita at Green Tee Subdivisions jointly; and

WHEREAS, BellaVita will pay for the cost of maintenance and repair of the Area of Common Responsibility within or adjacent to BellaVita from assessments collected from owners under the BellaVita Declaration; and

WHEREAS, The Villas will levy a Neighborhood Assessment against Lots in the Villa Verde Subdivision for the cost to maintain and repair the Area of Common Responsibility located within or adjacent to Villa Verde¹; and

WHEREAS, The Villas will levy a Neighborhood Assessment against Lots in the Villa D'Este Subdivision for the cost to maintain and repair the Area of Common Responsibility located within or adjacent to the Villa D'Este Subdivision; and

WHEREAS, the Board of Directors of The Villas desires to enter into this agreement and resolution which shall clarify and specify the responsibilities of each Neighborhood with regards to payment of the cost for maintaining the Area of Common Responsibility located within or adjacent to each Neighborhood; and

WHEREAS, BellaVita further enters into this agreement for the purpose of assuming the responsibility to levy of assessments for the maintenance and repair of the Area of Common Responsibility located within or adjacent to BellaVita thereby forgoing the need of The Villas to levy and collect of a Neighborhood Assessment for BellaVita.

NOW THEREFORE, The Villas and BellaVita hereby agree to the following terms and conditions which govern levy and collection of the cost to maintain the Area of Common Responsibility located within or adjacent to each Neighborhood, as well as BellaVita's obligations for maintenance and repair of same:

1. The responsibility for maintaining and repairing the Area of Common Responsibility located within or adjacent to the BellaVita subdivision shall be assigned to and assumed by BellaVita.²

¹ See Article X, Section 1 of the Master Declaration.

² See Article IV, Section 2.2 and Section 3 of the Master Declaration.

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2. The methods and means in which BellaVita collects and expends assessments for cost incurred in relation to the Area of Common Responsibility shall be determined by the Board of Directors of BellaVita in accordance with the BellaVita Declaration.
3. Visual continuity must remain along the Perimeter Fence; therefore, fencing and wall replacements completed by BellaVita must be completed with the same materials and in the same style. Any deviations, however slight, must be approved by The Villas in advance.
4. Visual continuity must also remain for landscaping; therefore, any significant changes in landscaping designs desired by BellaVita must be approved by The Villas in advance.
5. The Villas retains the responsibility to maintain, repair and replace the Area of Common Responsibility located within or adjacent to Villa Verde and Villa D'Este.
6. The Villas will levy and assess a Neighborhood Assessment³ against Lot Owners in the Villa Verde Subdivision for all costs associated with maintenance, repair and replacement of the Area of Common Responsibility located within or bordering the Villa Verde Subdivision, notwithstanding that The Villas will perform such maintenance.
7. The Villas will levy and assess a Neighborhood Assessment against Lot Owners in the Villa D'Este Subdivision for all costs associated with maintenance, repair and replacement of Area of Common Responsibility located within or bordering the Villa D'Este Subdivision, notwithstanding that The Villas will perform such maintenance.
8. "Exhibit A" attached hereto evidences the division of the Area of Common Responsibility between the Neighborhoods as of the date of execution of this agreement.
9. The Villas shall retain the right to enter into landscaping contracts which benefit and serve each Subdivision. The costs for landscaping, provided for in such contracts, shall be divided as follows in accordance with each Subdivision's pro-rata square feet of land serviced under the contract:
 - a. BellaVita: 44%
 - b. Villa D'Este: 49.5%
 - c. Villa Verde: 6.5%

The cost division provided for above shall only be implemented if each Subdivision receives the same services from the landscaper.

10. Each Subdivision shall pay 1/3rd of the following costs incurred by The Villas: management, insurance, audit fees, legal services for The Villas, property taxes levied against Common Areas, and any additional costs or fees deemed appropriate for equal division by the Board of Directors.
11. Effective as of the approval date of this Resolution, the balance of The Villas' reserve account shall be earmarked for each Subdivision as follows: BellaVita - 63%; Villa Verde – 28%, and

³ See Article X, Section 1 and Section 3 of the Master Declaration.

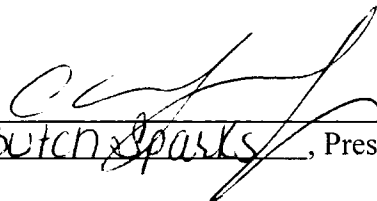
Villa D'Este: 10%. The reserve fund shall be expended towards Perimeter Fence repair in each respective Subdivision.

12. The Villas will maintain insurance coverage over the Area of Common Responsibility in an amount deemed sufficient by the Board of Directors.
13. The Villas will maintain separate accounts for sums collected from the Villa D'Este and Villa Verde Subdivisions for allocation as provided herein. The Villas will also maintain separate Reserve accounts.
14. If any Neighborhood fails to perform its maintenance responsibility as required herein and the Master Declaration, The Villas may perform it and assess the costs against the Neighborhood.
15. The fence located between the Villa Verde Lots and BellaVita Lots shall be maintained, repaired and replaced jointly by the owners of the Lots bordering the fence.
16. The Villas retains the power to veto any action taken or contemplated to be taken by any Neighborhood which the Board reasonably determines to be averse to the interests of The Villas or its Members or inconsistent with the Community-Wide Standard provided for in the Master Declaration.
17. The Villas also retains the power to require specific action to be taken by any Neighborhood in connection with its obligations and responsibilities hereunder or under the Master Declaration.⁴

The terms of this agreement shall constitute a Board Resolution on behalf of The Villas.

EXECUTED this 28th day of August 2020.

THE VILLAS MASTER ASSOCIATION,
INC.

By: 
Butch Sparks, President

⁴ See Article IX, Section 6 of the Master Declaration

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this 28th day of August 2020 personally appeared _____, as President of THE VILLAS MASTER ASSOCIATION, INC., a non-profit corporation known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Shannon Leanne Boogades
Notary Public in and for the State of Texas

EXECUTED this 28th day of August 2020.

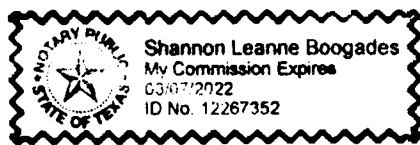
BELLA VITA AT GREEN TEE HOMEOWNERS' ASSOCIATION, INC.

By: Connie Harry
CONNIE HARRY, President

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this 28th day of August 2020 personally appeared Connie Harry, as President of BELLA VITA AT GREEN TEE HOMEOWNERS' ASSOCIATION, INC. a non-profit corporation known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Shannon Leanne Boogades
Notary Public in and for the State of Texas

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RECORDED BY:



6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

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Pages 7
09/03/2020 08:29 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$38.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

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