

**Addendum for Communities with a Property Owners' Association
Concerning the Property at**

(Address of Property)

- ____ 1. This Property is located in a highly restricted subdivision subject to detailed restrictions, rules and other governing documents of the community ("Restrictions"). An overall purpose of the Restrictions is to establish a first-class urban residential community for owners seeking consistent high-quality architectural appearance and overall maintenance controlled by a professionally managed property owners' association ("POA").
- ____ 2. Buyers/Homeowners understand they must abide by the Restrictions of their community.
- ____ 3. Membership in the POA is mandatory.
 - ____ a) The POA will be controlled by the developer until most or all of the homes in the community are constructed and sold to homeowners (the "Development Period").
 - ____ b) Homeowners must maintain capabilities for communications with the POA by email and other "electronic means" as defined in the Restrictions. Homeowners must notify the POA within 30 days after acquiring any ownership interest in a lot and, at that time and from time to time thereafter as requested by the POA, must provide "contact information" as defined in the Restrictions (such as name, telephone numbers and email addresses).
- ____ 4. Buyers/Homeowners are required to pay mandatory assessments and other charges to the POA.
 - ____ a) All assessments are paid to and are for the exclusive use of your POA.
 - ____ b) The developer will set the amount of annual assessments (and utility assessments, if applicable) during the Development Period.
 - ____ c) The amount of assessments are based on estimates of future expenses which cannot be determined with certainty. The amounts of assessments may therefore increase over time.
 - ____ d) If the POA pays to provide water to your residence assessments will include a utility assessment for water. The utility assessment may also pay for private trash pick-up service and/or water and storm/sanitary conveyance systems, as applicable.
 - ____ e) Buyer will be required to pay a one-time "capitalization fee" to the POA at closing, usually equal to 50% of the amount of the regular annual assessment. If applicable the fee is paid by buyer at closing. This fee is to fund a type of contingency reserve to help the POA pay unanticipated expenses and/or unanticipated increases in expenses.
- ____ 5. The POA has a continuing lien to secure payment of assessments and other charges due to the POA. This lien may be foreclosed even if the property is your homestead.
- ____ 6. Available parking in the community is limited, highly restricted and strictly regulated.
 - ____ a) Vehicles may be parked in a private driveway for your Property only if the driveway is long enough for proper parking of the entire vehicle in the driveway so no part of the vehicle crosses or extends into any part of any sidewalk or street, including any street ("shared

Addendum for Communities with a Property Owners' Association Concerning the Property at

(Address of Property)

Page 2 of 3

drive") within the community. At least 1 vehicle must be parked in a 2-car garage, or 2 in a 3-car garage, before any vehicle may be parked in the private driveway for your Property.

- _____ b) If the Property does not have a private driveway of sufficient size to park in, then the maximum number of vehicles that your garage will allow must be parked in the garage.
 - _____ c) Parking within any street ("shared drive") within the community is generally not permitted or is limited to one vehicle per lot, and then only if vehicles as to the lot are first parked in the garage and/or private driveway as above stated.
 - _____ d) Owners and occupants may be required to register their vehicles with the POA.
 - _____ e) Guest parking may not be available. If it is, only guests (and not residents) may park in any guest parking space, and no guest may park in a guest parking space longer than 3 consecutive days or more than 5 days in any 30-day period unless the POA approves in writing.
 - _____ f) Garages may not be of sufficient size to permit parking therein of the same number of large vehicles as the customary description of the garage. For example, a "two-car garage" may not be large enough to permit parking therein of two SUV's or two other large vehicles. This size limitation is not a basis for non-compliance with applicable Restrictions.
 - _____ g) Towing will be strictly enforced for any parking violations.
 - _____ h) The parking provisions of the Restrictions generally do not apply regarding any "development activities" of the developer, builders or their personnel.
 - _____ i) The parking provisions of the Restrictions are subject to amendment from time to time by amendment of the Restrictions as stated below and/or by adoption of rules and regulations as provided in the Restrictions.
- _____ 7. Garage doors are to remain closed except when entering or leaving the garage.
 - _____ 8. Buyers/Homeowners must control and clean up after their pets. No more than 2 household pets are allowed as to each residence.
 - _____ 9. Garbage cans or bags may not be set out in public view earlier than 8 hours prior to each trash pickup day, and must be stored out of public view by the end of the trash pickup day.
 - _____ 10. Homeowners must keep their homes in compliance with all applicable fire codes, including as set forth in the International Resident Code (IRC) and/or Houston Building Code.
 - _____ 11. All information (including as to community amenities) is subject to change; do NOT rely on any of the pre-printed materials or verbal representations of anyone in making this buying decision. The developer has the right during the Development Period to add, change, remove or discontinue any amenities at any time without notice.

**Addendum for Communities with a Property Owners' Association
Concerning the Property at**

(Address of Property)

Page 3 of 3

- _____ 12. Seller/Builder, the developer and the POA cannot and do not guarantee any specific date(s) for construction, installation, operation or completion of any amenities, including as to limited access gates, if any, or for completion of construction of residences or other development, or for being sold out in the community.
- _____ a) Buyers/Homeowners acknowledge that they must pay the full amount of all assessments and other charges due to the POA even though the amenities are not done or operational.
- _____ b) Buyers/Homeowners acknowledge that if limited access gates are planned for this community, even when installed the limited access gates may be left open at any and all times during the Development Period for the community in the sole discretion of the developer.
- _____ 13. Security is the responsibility of owners and occupants and of local law enforcement. Seller/Builder, the developer and the POA cannot and do not provide any assurances, representations or warranties regarding security, including as to the quality or effectiveness of limited access gates or any other security devices or services.
- _____ 14. There may be conditions within or within the vicinity of the subdivision and/or other matters of record which are not suitable for particular persons, including as set forth in the Restrictions in general and in any property conditions and other notices, releases and indemnities set forth in the Restrictions in particular. It is the sole responsibility of each prospective buyer, homeowner, tenant, occupant and other affected persons to independently investigate and verify the presence or absence of any such conditions and to otherwise confirm suitability.
- _____ 15. The Restrictions are subject to amendment, including the unilateral right of the developer to amend at any time during the development period. The Restrictions control in the event of any conflict with this Addendum.
- _____ 16. This Addendum will survive closing.

NOTICE: THE RESTRCITIONS SUBSTANTIALY AFFECT YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF PROPERTY IN THIS COMMUNITY. READ THEM CAREFULLY. THE FOREGOING IS NOT A SUBSTITUTE FOR REVIEW OF THE RESTRICTIONS.

_____/_____
Buyer Date

_____/_____
Buyer Date

IT IS THE RESPONSIBILITY OF ALL HOMEOWNERS TO ENSURE ENFORCEMENT OF THE RESTRICTIONS AND OTHER GOVERNING DOCUMENT OF THE COMMUNITY. PLEASE REPORT ALL VIOLATIONS DIRECTLY TO THE MANAGEMENT COMPANY