

**Addendum For Communities with a Homeowners' Association  
Concerning the Property At**

\_\_\_\_\_  
(Address of Property)

- \_\_\_\_\_ 1. The Sales Counselor will give a pdf copy of available restrictions, rules and other governing documents of the Community (Deed Restrictions) to the Buyer(s) before the Contract is submitted for Seller/Builder approval.
- \_\_\_\_\_ 2. Buyers/Homeowners understand they must abide by the Deed Restrictions of their Community.
- \_\_\_\_\_ 3. Membership in the Homeowners' Association (HOA) is mandatory.
- \_\_\_\_\_ 4. Buyers/Homeowners are required to pay mandatory assessments and other charges to the HOA.
  - \_\_\_\_\_ a) All assessments are paid to and are for the exclusive use of your HOA.
  - \_\_\_\_\_ b) Seller/Builder 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 HOA pays to provide water to your residence assessments will include a utility assessment for water, and may also pay for private trash pick-up service and/or water and storm/sanitary conveyance systems, as applicable.
  - \_\_\_\_\_ e) You may be required to pay a one-time "capitalization fee" to the HOA at closing, usually equal to 20% of the amount of the annual assessment. If applicable, the fee is paid by each purchaser of each lot at closing. This fee is to fund a type of contingency reserve to help the HOA pay unanticipated expenses and/or unanticipated increased in expenses.
- \_\_\_\_\_ 5. The HOA has a continuing lien to secure payment of assessments and other charges due to the HOA. This lien may be foreclosed even if the property is your homestead.
- \_\_\_\_\_ 6. Available parking in the Community is limited and strictly regulated.
  - \_\_\_\_\_ a) Vehicles may be parked in a private driveway for your Property only if the driveway is large enough for proper parking of the entire vehicle in the driveway so no part of it crosses or extends into any part of any sidewalk, shared drive or street. 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) Guest parking may not be available. If it is, only guest (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 HOA approves in writing.
  - \_\_\_\_\_ d) 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 large sedans, two SUV's or two other

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large vehicles. This size limitation is not a basis for non-compliance with applicable Deed Restrictions.

- \_\_\_\_\_ e) Towing will be strictly enforced for any parking violations.
- \_\_\_\_\_ 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 can only be set out on trash pickup days, and must be stored out of public view by the end of that 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. Seller/Builder has the right to add, change, remove or discontinue any amenities at any time without notice.
- \_\_\_\_\_ 12. Seller/Builder cannot and does not guarantee any specific date(s) for 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 acknowledge that they must pay the full amount of all assessments and other charges due to the HOA 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.
- \_\_\_\_\_ 13. Once the Seller/Builder has closed on the sale of the last residence within the Community, the Seller/Builder will turn the HOA over to the owners. Until turnover, Seller/Builder has full control of the HOA.
- \_\_\_\_\_ 14. The Deed Restrictions are subject to amendment. The Deed Restrictions control in the event of any conflict with this Addendum. This Addendum will survive closing.

**NOTICE: THE DEED RESTRCITIONS SUBSTANTIALLY EFFECTS 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 DEED RESTRICTIONS.**

\_\_\_\_\_/\_\_\_\_\_  
Buyer Date

\_\_\_\_\_/\_\_\_\_\_  
Buyer Date

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