

# HARPER'S



# PRESERVE

2015

## ASSOCIATION INFORMATION

Welcome to Harper's Preserve. This complimentary brochure is being provided as a general summary for the year published above to assist existing and future owners and encourage them to become familiar with some important and helpful information about this great community. Some information may change throughout the year without notice. If you would like more detail in any specific area or want to make sure that you have the most recent information, please feel free to visit the community's website at [harperspreserve.com](http://harperspreserve.com) or ask a new home sales counselor to direct you to the Harper's Preserve Management Company.

### Benefits of Home Ownership in Harper's Preserve

- Automatic membership in Harper's Preserve Community Association, Inc. and Harper's Preserve Property Owner's Association, Inc.
- Deed restricted community with high level of planned uniform street appeal, updated building guidelines for homebuilders, strong architectural control requirements.
- 2015 Community Front Yard maintenance administered by the Harper's Preserve Community Association for homes.
- Private streets - Entry/exits will have restricted gate access in the future which may be on set on differing schedules based on sales and construction activity.
- Nearby conveniences of The Woodlands shopping, recreation and medical services.
- Conroe school district, Extra-territorial Jurisdiction of City of Conroe, Montgomery County and Montgomery County Municipal Utility District No. 95.
- 160-acre restricted preservation area held under conservation restriction.
- Wooded home sites, forested reserves and Preserve Park (including a lake and walking trails).
- Access to the Pool Barn, Community Pool, Bowling Greens, Bocce Courts, Horseshoe Pits, Fire Pit, Walking Trails, and other Preserve Park amenities in West Village.

### Harper's Preserve Community Association Inc. ("HOA")

- The HOA is professionally managed with strong attention to detail for rules enforcement, architectural control and community programs.
- All residential property within Harper's Preserve is subject to the First Amended and Restated Declaration of Covenants, Conditions Restrictions and Easements for

Harper's Preserve filed under Montgomery County Clerk's File No. 2011011454 as amended and supplemented (hereinafter referred collectively to as the "Restrictions").

- Each Owner should thoroughly read and understand the Restrictions and the rights of the HOA to enforce the provisions thereof and to assess each Owner with different assessments, fees and charges. Each Owner should note the specific rights of the Declarant (as defined in the Restrictions) who maintains substantial unilateral rights during the Development Period (as defined in the Restrictions). The Declarant appoints the Board of Directors of the HOA during the Development Period.
- All governing documents and policies are available either on the website at [www.HarpersPreserve.com](http://www.HarpersPreserve.com) and through FirstService Residential. These may be updated periodically.

### 2015- HOA-Rates of Assessments and Other Charges

- The 2015 Annual Assessment (as defined in the Restrictions) is \$1025.00. The Annual Assessment is used for the operation, management, expenses and maintenance of the Association for the following 12 month period and is due in January of the year for the year it is assessed. New homeowners may pay a prorated amount for the period of the year that they will own the residence at the closing thereof.
- The 2015 Capital Assessment (as defined in the Restrictions) is \$512.50. A Capital Assessment of 50% of the current year's Annual Assessment will be collected at closing and this fee is not prorated. This is a one-time fee for a buyer paid at each closing thereof. This Capital Assessment may be used by the HOA to defray operating costs, capital improvement costs and other expenses of the HOA.
- A Specific Assessment (as defined in the Restrictions) will be collected on a quarterly basis for 2015 mandatory community front yard lawn maintenance at a cost of \$165.00 due in advance for each quarter (on January 1, April 1, July 1 and October 1). Details on the Front Yard Maintenance Program are provided below.
- Each Owner shall be responsible for the payment of costs associated with community access cards, community transmitters and other gate or amenity access devices (i.e. pool tags) for the occupants of the residence they own. The HOA will send out information to each Owner in advance of the planned operation of an access system for an HOA facility.
- Other charges including but not limited to fees, late fees, penalties, or fines are either set by the Board of Directors or outlined in the Restrictions as applicable.

### HOA Front Yard Maintenance Program

- Please reference the **Front Yard Maintenance Program** packet for more information.

## HOA Private Streets, Gates and Operational Matters

- Private streets and future gated, restricted access entry is managed and maintained by the HOA with resident and visitor access management system. The access system may change over time due to changes in technology.
- All Owners are advised that the gate system may remain open during all or substantial portions of the Development Period and/or community build out period to accommodate homes sales and construction and will remain open and unattended during these stages.
- The Board of Directors (“Board”) will have the sole authority, in the Board's sole and exclusive discretion, to determine when the gate systems will be operational, including but not limited to hours of operation and periods when the gate system will remain open.
- The Board will also have the sole authority to determine when and for what periods an attendant may or may not be positioned at the gate house to assist and monitor certain access to the community. An attendant may not be added until there is enough annual revenue in the budget and Owners to economically justify an attendant. If an attendant is stationed at the gatehouse, the gates may remain open during periods of the on-going development and sale of lots and homes.
- Each Owner will be required to provide their information to the HOA management company and to purchase, at each owner’s expense, its gate access transmitters or readers from the HOA management company in sufficient quantities to serve its occupants prior to the period that the gates are made operational. Gate access forms can be obtained by contacting FirstService Residential or downloading form from [www.harperspreserve.com](http://www.harperspreserve.com), click on the residents tab and scroll down to find the Gate access form.
- Each Owner and its occupants and guests shall be responsible for complying with the regulations (including parking restrictions) concerning private streets. Failure to comply can result in fines and loss of certain privileges.

## HOA Amenities

In Harper’s Preserve certain amenities may be developed as the community matures as a part of a changing master-plan. West Village amenities include the lake, walking trails at Preserve Park, bocce court, horseshoe pits, outdoor kitchen and patio, pool barn and community pool, bowling green, climbing boulders at Lookout Hill, playground, entry features, gatehouse and related landscaping. Street trees and landscaping are installed with the construction of each home by the home builders. Any future proposed amenities are at the discretion of the Developer and/or HOA and subject to change without notice.

## Harper’s Preserve Property Owner’s Association Inc. (“POA”)

- The Harper’s Preserve Property Owner’s Association (“POA”) is a separate and distinct entity from the HOA which performs different functions than the HOA. Each Owner shall become a mandatory member of the POA by virtue of their ownership.

- The Community Covenant for Harper’s Preserve has been recorded under Montgomery County Clerk’s File Number 2011019619 and may be amended from time to time (collectively referred to as “The Community Covenant”) All residential properties are subject to the Community Covenant. The Covenant establishes a relationship and framework for conducting activities and programs to involve and enhance the lifestyles of Harper’s Preserve residents and the surrounding community and to provide funding mechanisms for the Council’s operation, programs, services and activities.
- The Founder (as defined in the Community Covenant) appoints the initial Board of Trustees of the Council during the Founder Control Period (as defined in the Community Covenant). The Board will strive to develop and promote community based programs and activities, community educational programs, environmental programs, conservation programs, health and fitness, lifelong learning opportunities, avenues for volunteering and community participation, charter clubs, etc. More information about the mission of the Board can be found on page 9 of the Community Covenant.

### 2015 - POA - Rate of Assessment

- A Community Enhancement Fee of 0.50% of the gross selling price shall be charged to the seller of the lot and improvements and such fee shall be payable to the POA at the closing thereof. This is a one-time fee payable by each seller of a residence at each closing (including from builder to homeowner and all subsequent resales) and it is not prorated. This fund may be used at the discretion of the Board to fund activities and expenses of the POA including but not limited to those found on page 9 of the Community Covenant. It will take some time for the POA to build up reserves to move forward with its mission since its funding only occurs at the time of a sale.
- Other charges including but not limited to fees, late fees, penalties, or fines are either set by the Board or outlined in the Community Covenant as applicable.

### Conflicts and Waiver of Representations or Warranties

**THIS BROCHURE AND ALL SUPPLEMENTARY MATERIALS HERETO HAVE BEEN PROVIDED AS A COURTESY, IN SUMMARY FORMAT, WITHOUT REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED BY THE HOA, POA, DECLARANT AND/OR ANY OTHER ENTITY FOR ANY PURPOSE INCLUDING BUT NOT LIMITED TO: ACCURACY, COMPLETENESS OR FITNESS FOR ANY PURPOSE. ALL INFORMATION SHOULD BE INDEPENDENTLY VERIFIED AND ALL LIABILITY AND/OR DAMAGES OF ANY KIND DUE TO THE MATTERS DISCLOSED HEREIN ARE EXPRESSLY DISCLAIMED. THE PROVISIONS OF THE RESTRICTIONS AND COMMUNITY COVENANT (AS EACH MAY BE AMENDED) AND THE DECISIONS, POLICIES, ACTIONS (AS SUCH MAY BE MODIFIED) BY EACH ASSOCIATION’S BOARDS OF DIRECTORS AND EACH ASSOCIATION’S MANAGEMENT COMPANY SHALL SUPERSEDE ANY INFORMATION CONTAINED HEREIN. ALL INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.**

## Harper's Preserve Management Company Contact Information

FirstService Residential is pleased to be the managing agent for both the HOA and the POA in Harper's Preserve. You may reach FirstService Residential at [Kelli.sandell@fsresidential](mailto:Kelli.sandell@fsresidential) and [Christy.jordan@fsresidential.com](mailto:Christy.jordan@fsresidential.com) or call 281-681-2000 for additional assistance with association matters and/or information pertaining to the associations.

Welcome to Harper's Preserve. . . . Near Everything!