



2015

COMMUNITY INFORMATION

THE HARPER'S PRESERVE COMMUNITY ASSOCIATION INC. ("HOA") HAS PREPARED THIS COURTESY NOTICE OF SUMMARY INFORMATION TO ENCOURAGE THOSE INTERESTED IN HARPER'S PRESERVE TO START TO BECOME FAMILIAR WITH SOME IMPORTANT OR HELPFUL INFORMATION ABOUT THE COMMUNITY. ADDITIONAL INFORMATION MAY ALSO BE FOUND OR UPDATED PERIODICALLY AT harperspreserve.com.

Land Uses, Maps, Illustrations and Locations

Harper's Preserve is a mixed-use project located within an extra-territorial jurisdiction of the City of Conroe, Montgomery County, Texas. Harper's Preserve may contain both single-family and multi-family residential areas, retail and commercial facilities, recreational areas, sites used in connection with the provision of utilities, amenity areas and/or other mixed uses. Land plans, renderings and maps (including those on the community website) depicting all or a portion of Harper's Preserve may be updated or changed, without notice, from time to time. With respect to maps, plats, general plans, renderings and similar information about Harper's Preserve, the following should be noted:

- (a) Information in the form of artist's conceptions, illustrations and/or renderings may generally indicate the general location of lots, amenities, homes, streets and reserves. All such information is provided as a courtesy and may not be complete or accurate and it may change. **NO REPRESENTATIONS, OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXIST WITH RESPECT TO SUCH INFORMATION.**
- (b) The facilities or uses (whether designated as "proposed", "future" or undesignated) are subject to change without notice. There is no assurance that any such depicted facilities or uses will be developed or developed as shown.
- (c) Notwithstanding the foregoing, additional easements, uses, facilities or sites may be created or re-located within the Harper's Preserve community even after the recordation of a particular plat. Lots and/or homes in Harper's Preserve may be adjacent to or near the following:

DRAINAGE CHANNEL, RAILROAD TRACK, COMMUNITY CENTER, STORM WATER DETENTION FACILITY, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY POND, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, DRILL SITE, PIPELINE EASEMENT, A TRANSPORTATION ARTERIAL OR ROADWAY, COMMERCIAL BUSINESSES, VACANT PROPERTY, AND/OR OTHER USES. BY NOTICE HEREOF, OWNER'S AND PROPERTY PURCHASERS ARE ACKNOWLEDGING THEIR AWARENESS OF THE LOCATION OF EACH LOT OR HOME AND OF THE CONDITIONS ASSOCIATED

WITH SUCH SPECIAL USE OR FACILITY INCLUDING BUT NOT LIMITED TO VIEW OF SUCH USES, POTENTIAL NOISE, LIGHTING, DAILY OPERATION, VIBRATION, TRAFFIC, ODOR, MAINTENANCE, EXPANSION AND/OR CONSTRUCTION ASSOCIATED WITH SUCH USES. LOTS NEAR VACANT PROPERTY WILL HAVE A VIEW OF SUCH PROPERTY AND MAY BE IMPACTED BY THE UNDEVELOPED STATE (INCLUDING WILDLIFE) OR INCREASED NOISE, ODOR, OUTDOOR LIGHTING, TRAFFIC, OPERATION, CONSTRUCTION AND MAINTENANCE ASSOCIATED WITH EXISTING AND FUTURE USE OR CONDITIONS OF SUCH VACANT PROPERTY AND ANY FUTURE IMPROVEMENTS CONSTRUCTED THEREON. IN THE EVENT THAT A PROPERTY PURCHASER IS CONSIDERING THE PURCHASE OF PROPERTY THAT IS NEAR A PARTIALLY DEVELOPED, UNDEVELOPED OR VACANT TRACT ("UNRESTRICTED TRACT") THAT LIES ADJACENT TO, IN THE PROXIMITY OF OR IN VIEW OF SUCH PROPERTY OR HOME, SUCH POTENTIAL PURCHASER SHOULD GIVE ALL WEIGHT AND CONSIDERATION TO THE POSSIBILITY THAT THE UNRESTRICTED TRACT MAY CONTAIN A USE OR STRUCTURE THAT A PROPERTY OWNER OR HOMEOWNER MAY FIND OBJECTIONABLE AND WEIGH THOSE FACTS AND RISKS CAREFULLY IN ANY DECISION TO ACQUIRE A HOME OR PROPERTY IN HARPER'S PRESERVE.

Wetlands and Other Water Areas

- (a) The Harper's Preserve community may contain (or may be adjacent to) a number of manmade, natural, and environmentally sensitive areas, including the areas referenced in the Department of the Army Permit SWG-2007-737. These areas may include, among other things, various wetlands, intermittent or permanent water bodies, preservation areas, muddy areas, ditches, detention facilities brush, trees and lagoons. These areas may serve as habitats for a variety of native plants and wildlife including, without limitation, insects, venomous and nonvenomous snakes and other reptiles, alligators, insects and other animals, some of which may pose hazards to people, pets, or property coming into contact with them which are important to the ecological balance, flood control functions and maintenance of the area. Each property Owner (i) acknowledges that such plants and wildlife are not retained or restricted in their movements within or throughout the project; and, (ii) assumes all risk or personal injury and damage to property arising from the presence of such plants and wildlife; and (iii) assumes all risk and liability for use and/or enjoyment of such areas. Property buyers should note the location of any of these areas in relation to the property or home they are purchasing. Property Owners and/or property buyers must acknowledge and assume the potential risks or potential hazards.
- (b) No Owner may use, disturb or enter upon such areas in violation of (i) any applicable rules and regulations adopted by the HOA and/or applicable municipal utility district ("MUD"), (if such areas are regulated by the HOA and/or MUD) and/or (ii) any applicable governmental laws, rules, regulations, and ordinances and/or (iii) permissions or authorizations granted by the Owner of such areas.

In the event that you have any questions or need additional information, please contact the Managing Agent whose contact information is listed at the end of this Community Information form.

West Village Recreation Center and Amenities:

The West Village Recreation Center is located at 17196 Harper's Way in Harper's Preserve and available for use by all members of the HOA. 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.

There are two options to order your new access fob or replacement for the community pool and amenity areas:

- a. Option 1: **Order on line** Go to the Resident Portal at www.fsresidential.com and there is a label in the left margin to order media. You just click and follow the instructions. You sign the waiver electronically and submit the order. If there is a payment due, it will take you to PayPal to submit payment. This is the preferred option for processing. You can use PayPal or a credit card or e-check. If you have not registered on the Resident Portal, please call FirstResidential at 1(281)681-2000 and they will be happy to assist you getting set up on this helpful portal.
- b. Option 2: On the Resident Portal in the Community Forms folder there is a form titled 2014 Harper's Preserve Pool Fob Access Request. You can complete this and scan and email it (if you are not ordering an additional fob) to Christy.jordan@fsresidential.com and kelli.sandell@fsresidential.com and in the subject line put Amenity Access – Harper's Preserve.

The pool rules and regulations are subject to change from time to time. Some of the rules associated with the pool are as follows:

Pool Rules and Regulations

- The pool is for the exclusive use of residents and their guests. Annual Swim Pass is required to enter.
- All guests must be accompanied by a resident. You are allowed to have two (2) guests per one (1) pool pass.
- Access to the pool area without a pool pass will be considered trespassing.
- All residents who wish to host any party or event at the pool must submit a written request through the management company at least seven business days in advance. The Association reserves the right to deny such requests at its discretion.
- All residents are responsible for cleaning up after themselves and their guests.
- No glass containers, balls, Frisbees or other throwing objects allow are allowed in the pool area.
- No Food or drinks in the pool including chewing gum.
- When not in use, the pool bathroom must be locked at all times to prevent unauthorized entry.
- Noise must be kept at a minimum so as not to disturb nearby residents. Music must be turned off by 8:00 PM.

- No pets or animals are allowed in the pool area. The only exception shall be a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.
- All pool safety and miscellaneous equipment, including the life preserver and shepherd's hook, shall only be used for their intended purposes in order to ensure availability in case of emergency.
- The Association assumes no liability for injuries arising from the results of pool and recreation center or facilities use.
- Non-swimmers and all children under 6 years old must be directly supervised by and within arm's reach of a responsible person 18 years old or older.
- All children below the age of 13 must be accompanied by an adult 18 or older.
- No person within the pool complex shall behave in such a manner as to jeopardize the safety and health of himself/ herself or others. Such behavior, including abusive or profane language, shall be grounds for expulsion.
- Persons under the influence of drugs or alcohol will not be permitted in the pool complex or surrounding area.
- In the event of inclement weather, lifeguards have the authority to close the pool and clear the pool premises based on guidelines of the American Red Cross and the National Institute of Lightning.
- Children over the age of five (5) with the ability to swim may not enter the baby pool.

The use and enjoyment of the lakes and other amenities in the Harper's Preserve subdivisions are at the sole risk of the user (member of the association and their guests and/or invitees). The lakes and areas above the static water level are also drainage and detention areas that are intended to manage flood control and will inundate and retain higher levels of water and increases in current of the water for drainage during and for periods after rainfall events. The areas in and around lakes should be avoided during and/or immediately following these events until higher water levels in the lakes (detention ponds) recede. There may be improvements and other structures located below the static water levels which are not visible from areas above the water level. Rules are subject to change at any time by the applicable government entities and/or homeowner's association. Some of the rules associated with the enjoyment of the lakes and green spaces surrounding the lakes are as follows:

Lakes and Green Spaces Rules and Regulations

- Follow all posted rules for any amenities in the community.
- In case of any emergency dial 911.
- All guests need to be accompanied by an Owner (member of the Association).
- The use and/or enjoyment of any community amenity is at the sole risk and liability of the user.
- There is absolutely no swimming in any lake. No fishing in the lake in West Village.
- There are no boats or motorized vehicles permitted in the lakes.
- Pets must be kept on a leash.
- Pet owners are required to clean up after their pets.

- Children should be supervised by an adult at all times.
- There shall be no tampering with fountains, electrical facilities, wells, pumps or other improvements in and/or around the lakes and green spaces.

Deed Restrictions

- (a) Buyers of homes in Harper's Preserve are subject to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Easements for Harper's Preserve recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File 2011011454 and any amendments or supplements thereto (collectively, the "Deed Restrictions") which are administered by the Harper's Preserve Community Association, Inc. (hereafter referred to as "HOA"). The HOA has the authority to levy assessments and fees against all lots within its jurisdiction. All exterior improvements and modifications thereto, including, without limitation, the exterior of the home, landscaping, swimming pools, fences, play structures, patio covers, decks, outbuildings, basketball goals, antennas, etc., require the written approval by the HOA's architectural review committee (the "ARC") prior to installation and/or modification. The ARC does not issue verbal approvals. Any improvements or modifications made without prior written ARC approval are subject to being removed at the homeowner's expense. Prospective buyers and property Owners are advised to read and understand the requirements, terms, conditions, and restrictions of the Deed Restrictions, Architectural Guidelines and the rights of the Declarant (as such term is defined in the Deed Restrictions and herein called the "Declarant") prior to acquiring property within the Harper's Preserve community. Please see the **Association Information** packet for more information.
- (b) Buyers of homes in Harper's Preserve are subject to the Community Covenants for Harper's Preserve recorded in the office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 2011019619 and any amendments or supplements thereto (collectively the "Covenants") which place certain restrictions, covenants, conditions, stipulations, liens and reservations on property within the community known as Harper's Preserve. The buyers of property in the community are advised to read and understand the requirements, terms, conditions, assessments and restrictions of the Covenants prior to acquiring property in the Harper's Preserve community. The Covenants are administered by the Harper's Preserve Property Owner's Association Inc. ("POA"). The property Owners in Harper's Preserve are mandatory members of the POA. The POA has the authority to levy assessments, charges and fees against all lots within its jurisdiction. The Covenants provide for, among other things, the ability of the POA to charge the seller a one-half of one percent (.05%) Enhancement Fee (as defined in the Covenants) based on the gross selling price of the property at each sale thereof for all properties which are subject to the Covenants for the purposes stated in the Covenants.

Landscaping and Irrigation

The common area landscaping, monuments and community facilities are designed to create a certain appearance throughout the Harper's Preserve community. The control of this appearance is also intended to extend to each lot and other areas within Harper's Preserve. As such, under the authority of the HOA and the Deed Restrictions, the ARC pursuant to the

Deed Restrictions, has the authority to govern the materials, colors and locations of houses, fences and other improvements on each lot. The HOA has the authority to even prohibit the construction of certain improvements on each lot or plant species that may be installed in the yards of homes within Harper's Preserve. Homeowners are advised to read and understand the requirements of the Deed Restrictions (and any supplements or amendments thereto) as well as the most recent published Architectural Guidelines (and any amendments thereto) prior to commencing any improvement or re-modeling of existing improvements on a lot or installing or removing any landscaping on a lot. Some plant species or variations within a species will not be permitted, particularly in areas visible from public areas, streets and common areas. The use and installation of specific plant species (including size, location and quantity) may be mandated by the Architectural Guidelines for use on specific lots, especially in areas visible from streets or reserves. All lots are required to have irrigation systems installed with the construction of each home for areas visible from streets or reserves. Each homeowner is required to water their yards regularly and keep them in good working order. The Deed Restrictions grant the Board of the HOA certain easements over the lots and the option, but not the obligation, to perform Front Yard (as such term is defined in the Deed Restrictions) mowing and maintenance and to charge the Owner (in advance) for the costs thereof.

In the event there are complaints or issues regarding the front yard maintenance service, residents shall complete a work order request form (form can be found under <http://www.harperspreserve.com/harpers-reserve-front-yard-maintenance-work-order-request>) and submit online. Once submitted, it will be sent to the Managing Agent for the community who will then file appropriate work order to address the matter. More information can be found in the **Front Yard Maintenance Program** Packet.

HOA/Declarant/Builder-Relationship

The Declarant and/or HOA are the owners of certain property within Harper's Preserve and these parties may contract with various independent contractors for the installation of certain utilities, streets, roads, infrastructure, and/or amenities to benefit the community. The Declarant sells lots to independent homebuilders who are responsible for the sale and construction of new residences within the project on these specific lots. The Declarant and/or HOA is not a joint venture, partner, agent, or representative of (or with) any homebuilder and is not responsible for any claims related to the construction of homes. Buyers are solely responsible for the selection of their builder as well as the choice of the location of their lot and the type of home to be constructed by a builder. The HOA and the Declarant are also separate independent entities and neither is responsible for the actions, inaction, representations, warranties or decisions of the other or of any builder. The Declarant has the right to approve and select builders and change builders from time to time at will and without notice.

FEMA Flood Plain Mapping

New Light Detection and Ranging Topographic Data ("LiDAR") was taken by Montgomery County in 2008 in an effort to review and update flood plain maps for Montgomery County. The preliminary FIRM Panels were released September 23, 2008. After a period of review and appeals, FIRM maps became final and effective in August 2014.

Maintenance of Streets and Utilities

One or more municipal utility districts (“MUDs”) are responsible for the maintenance and/or construction of the water, sanitary sewer and drainage facilities (including drainage swales) and certain other improvements within their boundaries, except those facilities, if any, which are private and serve only an individual property. The HOA is responsible for the maintenance of the pavement portion of the private streets. This does not necessarily mean that the HOA will correct cosmetic issues or minor repairs upon demand. However please notify the management company if you notice any structural damage, missing signs or damaged signs. Governmental entities (such as Montgomery County and/or the City of Conroe and/or the State of Texas) are responsible for public road system and/or adjacent highways as applicable.

Private Streets and Controlled Access

The HOA is responsible for the maintenance of private streets within Harper’s Preserve pursuant to the requirements of Deed Restrictions. Harper’s Preserve is planned to be a restricted access community and the HOA operates the restricted access systems planned for the future in the community. Developer has reserved certain easements over the private streets and right of way. By virtue of the Deed Restrictions, each property Owner is on notice that this is ultimately a restricted access community at full development and that all procedures, policies, hours of operation and rules regarding same shall be established by the HOA’s Board of Directors. Some regulations may be contained within the Deed Restrictions. Other rules and policies are subject to change and shall include, but not be limited to, the following (by example only):

- (a) The HOA is not obligated by any pre-determined date or population count to have installed and operational the restricted access vehicle gates for any particular access point or to post an attendant at a particular entrance; the schedule for the operation (opening and closing) of the restricted access gates and the full time or part time posting of an attendant shall be solely determined by the HOA’s Board of Directors and subject to change without advance notice.
- (b) Each Owner will be required to completely fill out specific gate access information on the forms provided by the HOA and to pay to the HOA all costs for access cards, transmitters or other automatic gate access devices in sufficient quantities to serve the Owner (and any of Owner’s occupants). To access the form you can visit www.harperspreserve.com and click the residents tab.
- (c) Any damage to a vehicle from the access system caused by misconduct, malfunction or inaccurate use of the system shall not be the responsibility of the HOA, the Declarant nor any of the HOA’s agents or contractors and shall be the sole responsibility of the driver of the vehicle.
- (d) Failure of an Owner or guest of an Owner to abide by the published rules of the HOA with respect to the streets (including parking regulations on private streets), gates or controlled access may result in penalties such as fines, the loss of certain privileges and/or the suspension of an Owner’s automated access thereby causing them to have to register with a gate attendant (once an attendant is stationed at the entrance, which shall be solely determined by the HOA’s Board of Directors).

- (e) More information can be found on the Harper's Preserve website at www.harperspreserve.com click the residents tab and scroll down to Gate Access Form. Or if you are unable to access the website contact the managing agent of the HOA for forms and information.

Taxes and Assessments

As an Owner of property within the Harper's Preserve community, each Owner shall be responsible for certain taxes, fees, levies, and assessments, including, without limitation, those levied by or through the HOA, POA and all applicable governmental entities, including school districts, Montgomery County, emergency services districts, MUDs, etc. Prior to purchasing property, prospective purchasers are advised to undertake a full investigation and satisfy themselves as to the type and nature of all such taxes, fees, levies, and assessments that will result from owning property within the Harper's Preserve community.

Courtesy Notice - No Representations or Warranties

THIS INFORMATION IS BEING PROVIDED AS A COURTESY, UTILIZING UNVERIFIED INFORMATION FROM THIRD PARTIES. NO PERSON, PARTY OR ENTITY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE EFFECT OF THE MATTERS SET FORTH HEREIN, IN GENERAL, OR SPECIFICALLY ON THE PROPERTY WITHIN HARPER'S PRESERVE OR AREAS ADJACENT THERETO. THE HOA AND THE DECLARANT AND/OR ANY OTHER ENTITY EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY TYPE OF DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, BECAUSE OF THE MATTERS DISCLOSED OR PARTIALLY PROVIDED HEREIN. THERE HAVE BEEN NO REPRESENTATIONS OR WARRANTIES MADE BY ANY PARTY WITH RESPECT TO THE NATURE, ACCURACY, COMPLETENESS OR ADEQUACY OF THIS INFORMATION FOR ANY USE AND ALL INFORMATION SHOULD BE INDEPENDENTLY VERIFIED. 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 WITH RESPECT TO MATTERS INVOLVING OF EACH RESPECTIVE ASSOCIATION SHALL SUPERCEDE ANY INFORMATION CONTAINED HEREIN CONCERNING SAID ASSOCIATION. BE ADVISED THAT ANY INFORMATION CONTAINED HEREIN MAY CHANGE OVER TIME WITHOUT NOTICE OR REVISION HEREOF.