



**2025**

## **ASSOCIATION INFORMATION**

Welcome to Audubon. This complimentary brochure is being provided as a quick summary to assist existing and future owners and encourage them to become familiar with some important and helpful information about Audubon. Some information may change throughout the year without notice and not all information has been included in this summary. 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 [www.audubonliving.com](http://www.audubonliving.com) or ask a new home sales counselor to direct you to the Association Management Company.

### **Benefits of Home Ownership in Audubon**

- Living in modern mixed-use community conveniently located at the intersection of State Highway 249 ("S.H. 249") and State Farm To Market Road 1488 ("F.M. 1488") in Montgomery County, Texas.
- Automatic membership in Audubon Homeowners Association, Inc. (the "Association")
- Audubon is a deed restricted community.
- Audubon provides for a high level of planned uniform street appeal, updated building guidelines for homebuilders and homeowners as well as architectural control requirements for the community.
- Front Yard maintenance provided for each home, administered by the Association, and included in the Annual HOA Assessments.
- Use and/or enjoyment of community open spaces, forested environments, creeks, lakes, walkable parks, plazas, and multi-modal trails that lead to destinations for residents and their invited guests and visitors.

### **Audubon Homeowners Association, Inc. ("Association")**

The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas, nonprofit corporation. The Association is professionally managed with attention to detail for rule enforcement, architectural control and community programs.

Audubon is subject to the Master Covenant filed under Montgomery County Clerk's File No. 2020057608 (the "Master Covenant"). Please request a copy of these and other recorded documents affecting any property that you are considering purchasing from your Builder or the title company prior to your purchase in the community.

Each Owner (and prospective purchaser) should thoroughly read and understand the Master Covenant and the rights of the Association to enforce the provisions thereof and to assess each Owner with

assessments, fees and charges that fulfill the purposes of the Association. Each Owner should note the specific rights of the Declarant (as defined in the Master Covenant) who maintains substantial unilateral rights during the Development Period (as defined in the Master Covenant). The Declarant also appoints the Board of Directors of the Association during the Development period.

Governing Documents (as defined in the Master Covenant) are made available on the website at [www.audubonliving.com](http://www.audubonliving.com) or may be requested from Association Management Company. The Governing Documents may be updated periodically without notice.

### **2024 – Assessments and Other Charges**

<u>Assessment Type</u>	<u>Assessment Amount</u>	<u>Frequency</u>
Regular Annual Assessment	\$1,850 per Unit	Due every year by Owner

The Annual Regular Assessment is due every year as set by the Board and it is used for the operation, management, expenses and maintenance of the Association as well as for mandatory front yard maintenance of the Lots. Additional details about the Front Yard Maintenance Program can be found on the community website at [www.audubonliving.com](http://www.audubonliving.com). New homeowners may be required to reimburse a prorated amount of the Regular Assessment to their builder for the period of the year that the homeowner will own the residence.

A Working Capital Assessment of \$647.50 per Lot will be collected at closing and this fee is not prorated. This is a one-time fee payable by each buyer at each closing thereof. This Capital Assessment may be used by the Association to defray operating costs, capital improvement costs and other expenses of the Association as set forth in the Master Covenant.

A Community Enhancement Fee of 0.5% of the Transfer Price (as defined in the Community Enhancement Covenant) shall be charged to the seller of the lot and improvements and such fee shall be payable to the Commercial Association 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 Community Enhancement Committee (as defined in the Community Enhancement Covenant) for the purpose of organizing, funding, and administering such community-building activities, services, programs, maintenance and capital Improvements and other infrastructure as the Community Enhancement Committee deems necessary, desirable, and appropriate to serve as a means to: (a) enhance and promote the advancement of the Development; (b) encourage, support and fund programs, activities, services, interests or construction of Improvements or other infrastructure benefiting, affecting, or of interest to the Development; (c) fund the provision of electronic access to documents pertaining to the Development; and (d) fund charitable, educational, social, cultural, recreational, environmental, political and/or physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to the Development. It will take some time for the Community Investment Fund (as defined in the Community Enhancement Covenant) to build up reserves to be in a position to move forward with its mission since the funding only occurs at the time of a sale.

Other assessments including but not limited to Special Assessments, Special Common Area Assessments, Service Area Assessments, Individual Assessments and/or Board Assessments may be applicable to particular properties within the Association or under certain circumstances as outlined and defined in the Master Covenant as applicable.

If applicable, 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 Association will send out information to each Owner in advance of the planned operation of an access system for an Association facility. Each Owner shall also be responsible for the payment of any fees set forth by the Association associated with the administration, review, inspection and/or approval of applications for and construction of improvements on a Lot or unit.

### **Association Management Company Information**

**Goodwin & Company** is providing the Audubon Homeowners Association, Inc. (the "Association") a full array of services. Goodwin & Company oversees the day-to-day operations of the Association and the community, while helping homeowners familiarize themselves with the rules and regulations of the community. Goodwin & Company works with the service providers such as landscape management, trash service and, eventually, recreation-related service providers and attendants. Goodwin & Company inspects the community for compliance with the Master Covenant and the Documents (as such term is defined in the Master Covenant). Goodwin & Company also bills and collects the Association's assessments.

**Goodwin & Company** has well informed Community Managers that assist homeowners with general questions, provide access to an array of information and assist them in getting familiar with the use of the Resident Portal. The Community Manager works with the Board of Directors to direct the operations of the Association and is available to provide additional information and guidance to homeowners on Association and community related matters. We invite you to contact us so that we may assist you in getting to know Audubon.

Feel free to reach out to us at:

Customer Service:	(855) 289-6007
Client Support Manager Email:	<a href="mailto:info@goodwintx.com">info@goodwintx.com</a>
Community Manager:	Danielle Slott
Community Manager Email:	<a href="mailto:HABHAmanger@goodwintx.com">HABHAmanger@goodwintx.com</a>
Community Manager Phone:	(713) 405-3979
Website:	<a href="http://www.audubonliving.com">www.audubonliving.com</a>
TownSq Community App:	<a href="https://app.townsq.io/login">https://app.townsq.io/login</a>

### **Conflicts and Waiver of Representations or Warranties**

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