

Harborview Condominium Owners Association

Declaration & Bylaws

HOA Governing Document — Condominium Declaration

Property: 88 Harborview Condominiums, Cedar Hollow, TX

Originally Recorded: September 2011

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ARTICLE 1

Definitions & Unit Boundaries

1.1 "Association" means Harborview Condominium Owners Association, Inc., a Texas nonprofit corporation.

1.2 "Unit" means the airspace and interior surfaces of a condominium unit as shown on the Condominium Plat, bounded by the interior unfinished surfaces of the perimeter walls, floors, and ceilings.

1.3 "Common Elements" means all portions of the Condominium other than the Units, including the building structure, roof, exterior walls, lobby, elevators, corridors, and amenity areas.

1.4 "Limited Common Elements" means those Common Elements reserved for the exclusive use of one or more, but fewer than all, Units — such as balconies, storage lockers, and assigned parking spaces.

1.5 "Board" means the Board of Directors of the Association, as elected under Article 2.

ARTICLE 2

Association Membership & Board

2.1 Board Composition. The Board shall consist of five (5) directors elected by the membership, serving staggered two-year terms so that no more than three seats turn over in any single election.

2.2 Voting. Each Unit is allocated a number of votes proportional to its percentage interest in the Common Elements, as reflected on the Condominium Plat's percentage-interest schedule, approximating one vote per each full \$100,000 of the Unit's original purchase price.

2.3 Meetings. The Board shall meet monthly. The annual membership meeting, at which the Board is elected and the coming year's budget is presented, shall be held each March.

ARTICLE 3

Common Assessments

3.1 Regular Monthly Assessment & Allocation. Each Unit Owner shall pay a monthly assessment based on the Unit's percentage interest in the Common Elements. This assessment funds building insurance, exterior and structural maintenance, landscaping, utilities serving the Common Elements, and amenity upkeep.

Table 3-A — Regular Monthly Assessment by Unit Type

Unit Type	Approx. Sq Ft	Monthly Assessment
Studio	550	\$230.00
One-Bedroom	780	\$265.00
Two-Bedroom	1,050	\$310.00
Three-Bedroom	1,400	\$395.00

3.2 Special Assessments. Special assessments for major capital repairs — roof replacement, elevator modernization, façade repair, and similar work — require approval of a majority of the Board. Any special assessment exceeding \$100,000 in the aggregate additionally requires the affirmative vote of a majority of Owners present, in person or by proxy, at a duly noticed membership meeting.

3.3 Reserve Fund Contributions. Ten percent (10%) of each regular monthly assessment is allocated to the Association's reserve fund, funded and reviewed in accordance with the Association's most recent reserve study.

3.4 Payment Methods & Due Dates. Assessments are due on the first day of each month and are payable through the Association's online owner portal or by ACH draft. A grace period of ten (10) days applies before a payment is considered late.

ARTICLE 4

Delinquency & Enforcement

4.1 Late Fees. An assessment payment not received by the 10th of the month incurs a late fee of \$35.00.

4.2 Fine Schedule for Rule Violations. Violations of the Association's rules — including noise complaints, unauthorized alterations, and amenity misuse — are subject to a written warning for a first occurrence. Each subsequent occurrence of the same or a related violation within a rolling twelve-month period results in a fine of \$75.00, up to a cumulative maximum of \$600.00 per recurring violation.

4.3 Notice and Cure Period. Owners shall receive written notice describing the violation and no less than ten (10) days to cure before a fine is assessed, except where the violation poses an immediate safety risk to persons or the building, in which case the Board may act on shorter notice.

4.4 Lien & Foreclosure Rights. Delinquent assessments, fines, interest, and related collection costs constitute a continuing lien against the Unit. The Association may pursue foreclosure of that lien in the manner provided by Texas law and the Condominium's enabling declaration.

4.5 Suspension of Amenity Access. Access to the pool, fitness center, and clubhouse may be suspended for any Owner more than sixty (60) days delinquent on their account, until the account is brought current.

4.6 Itemized Fine Schedule. In addition to the general procedure in Section 4.2, the following fines apply to specific recurring violation types, subject to the notice and cure provisions of Section 4.3:

Table 4-A — Itemized Schedule of Fines

Violation	First Occurrence	Each Recurrence (within 12 months)
Unauthorized in-unit or balcony alteration (Article 6)	Written warning + cure order	\$75.00
Noise/quiet hours violation (Section 8.5)	Written warning	\$75.00
Amenity misuse — pool, fitness center, clubhouse (Section 8.3)	Written warning	\$75.00
Pet in violation of Section 8.2 (unregistered, off-leash, over weight limit)	Written warning	\$75.00
Unauthorized balcony decoration or storage (Section 8.6)	Written warning	\$50.00
Illegal or unauthorized parking (Section 8.4)	Written warning	\$50.00, plus towing at Owner's expense
Subleasing without required notice (Section 8.1)	Written warning	\$150.00

ARTICLE 5

One-Time Charges

Table 5-A — One-Time Fee Schedule

Fee	Amount	When Due
New-owner capital contribution (2 months' assessment)	Per Table 3-A	At closing
Move-in/move-out (freight elevator) fee	\$200.00	Each scheduled move
Resale certificate / estoppel — standard (5 business days)	\$175.00	Upon request
Resale certificate / estoppel — rush (2 business days)	\$300.00	Upon request
Storage/parking assignment fee	\$100.00	Upon assignment or reassignment

5.1 New-Owner Capital Contribution. Deposited into the Association's reserve fund at closing.

5.2 Move-In/Move-Out Fee. Refundable in part if no damage to Common Elements results from the move.

5.3 Resale Certificate/Estoppel Fee. Covers preparation of the certificate and confirmation of the Unit's assessment status.

5.4 Storage/Parking Assignment Fee. Applies to the initial assignment or any subsequent reassignment of a storage unit or deeded parking space.

ARTICLE 6

Architectural & Alteration Review

6.1 In-Unit Alteration Process. Any alteration affecting plumbing, electrical systems, load-bearing elements, or flooring requires prior written approval from the Architectural Review Committee ("ARC") and, where applicable, a licensed contractor's permit filed with the Association.

6.2 Balcony/Exterior Modification Rules. No enclosures, awnings, or satellite dishes may be installed on balconies or exterior walls without ARC approval. Balcony furniture and fixtures must be of a type manufactured for outdoor use.

6.3 Flooring & Noise-Transmission Requirements. Replacement flooring installed in any Unit above the ground floor must include an underlayment with a minimum Impact Insulation Class (IIC) rating of 55, to limit noise transmission to the Unit below.

6.4 Approval Timeline. The ARC shall respond to a complete alteration application within twenty-one (21) days of submission.

6.5 Violations. Alterations made without required ARC approval are subject to the fine schedule set out in Sections 4.2 and 4.6 and may be required to be removed or brought into compliance at the Owner's sole expense.

Table 6-A — Alteration Approval Requirements

Alteration Type	Approval Required
Flooring replacement (above ground floor)	ARC approval + IIC 55 or higher underlayment
Plumbing / electrical / load-bearing work	ARC approval + licensed contractor permit
Balcony enclosure, awning, or satellite dish	ARC approval — generally not approved
Paint touch-up matching existing interior colors	No approval required
Outdoor-rated balcony furniture	No approval required

ARTICLE 7

Unit Owner & Association Maintenance Responsibilities

7.1 Unit Owner Responsibilities. Owners are responsible for the maintenance, repair, and replacement of all fixtures, finishes, and systems located within their Unit's boundaries, including in-unit plumbing fixtures, appliances, and HVAC air handlers.

7.2 Association Responsibilities. The Association is responsible for the roof, exterior building envelope, elevators, common hallways and lobby, common-area landscaping, and the structural portions of Limited Common Elements such as balcony slabs (excluding any Owner-installed finishes).

7.3 Master Insurance & Required HO-6. The Association maintains a master property insurance policy covering the building structure and Common Elements. Each Owner is required to maintain an HO-6 "walls-in" condominium unit owner's policy covering personal property, interior finishes, and personal liability, and to provide proof of coverage to the Association upon request.

7.4 Utilities. Water, sewer, and trash service are included in the regular assessment. Electricity is separately metered per Unit and billed directly to each Owner by the utility provider.

7.5 Common Grounds. All landscaping within the Common Elements is maintained by the Association. Owners may not install personal plantings, planters, or landscaping features in Common Element grounds without prior Association approval.

ARTICLE 8

Use Restrictions

8.1 Leasing/Minimum Lease Term. Units may be leased for a minimum initial term of twelve (12) months. Absent a Board waiver, no more than twenty percent (20%) of Units in the Condominium may be leased at any given time. An Owner subleasing a Unit must notify the Association in writing at least fifteen (15) days before the lease commences.

8.2 Pets.

Table 8-A — Pet Rules

Rule	Requirement
Maximum per Unit	2
Combined weight limit	75 lbs
Leash required in Common Elements	Yes, at all times
Waste cleanup	Immediate, by the pet's handler
Registration with Association	Required within 30 days of acquiring pet
Fine for violation	\$75.00 (Section 4.6)

8.3 Amenities.

Table 8-B — Pool & Amenity Rules

Rule	Requirement
Pool hours	6:00 a.m. – 10:00 p.m. daily
Guest limit per Unit	4 guests
Glass containers	Prohibited
Children under 12	Must be supervised by an adult
Lifeguard on duty	No — swim at your own risk
Fitness center / clubhouse reservation	Via online booking system, subject to posted occupancy limits

8.4 Parking. Each Unit is assigned one deeded parking space. Guest parking spaces are limited to seventy-two (72) consecutive hours per visit.

8.5 Quiet Hours & Noise. Quiet hours are observed from 10:00 p.m. to 8:00 a.m. Sunday through Thursday, and 11:00 p.m. to 8:00 a.m. Friday and Saturday. Amplified music or noise audible in adjoining Units or common hallways during quiet hours is prohibited. Owners hosting a gathering of more than fifteen (15) guests in a Unit are encouraged to notify the Board in advance as a courtesy.

8.6 Balcony & Exterior Decorations. Holiday and seasonal decorations on balconies must be removed within fourteen (14) days after the applicable holiday. Signage, banners, and flags visible from outside the building are prohibited, other than one flag displayed in accordance with applicable law. Bicycles, storage containers, and similar items may not be stored on a balcony in a manner visible from outside the building.

ARTICLE 9

Insurance & Casualty

9.1 In the event of casualty damage to the Common Elements, the Association shall promptly proceed to repair or reconstruct using available insurance proceeds, supplemented by a special assessment under Section 3.2 if those proceeds are insufficient.

9.2 Owners are responsible for filing claims under their own HO-6 policy for damage to their Unit's interior finishes, fixtures, and personal property.

ARTICLE 10

Amendment Procedures & General Provisions

10.1 Amendment. This Declaration may be amended by an instrument approved by at least sixty-seven percent (67%) of the total votes in the Association and recorded in the real property records of the county in which Harborview is located.

10.2 Severability, Notices & Governing Law. If any provision of this Declaration is held invalid, the remaining provisions continue in full force and effect. Notices are deemed delivered when sent by first-class mail or email to the Owner's address of record. This Declaration is governed by the laws of the State of Texas.

End of Declaration & Bylaws — Harborview Condominium Owners Association.