

Willowbrook Community Homeowners Association

Declaration of Covenants, Conditions & Restrictions

HOA Governing Document — Planned Community Declaration

Property: 142 Willowbrook Court, Cedar Hollow, TX

Originally Recorded: June 2015

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Table of Contents

Article 1	Definitions	3
Article 2	Membership & Voting Rights	4
Article 3	Assessments	5
Article 4	Delinquency & Enforcement	7
Article 5	One-Time & Transfer Charges	8
Article 6	Architectural Review	11
Article 7	Use Restrictions & Maintenance Responsibilities	15
Article 8	Insurance Requirements	17
Article 9	Amendment Procedures	18
Article 10	General Provisions	19

ARTICLE 1

Definitions

1.1 "Association" means Willowbrook Community Homeowners Association, Inc., a Texas nonprofit corporation.

1.2 "Board" or "Board of Directors" means the governing body of the Association, elected by the membership as provided in Article 2.

1.3 "Common Area" means all real property, improvements, and facilities owned or maintained by the Association for the common use and enjoyment of the Owners, including entry monuments, the community mailbox kiosk, the community pool and adjoining pavilion, greenbelt trails, and detention and drainage areas.

1.4 "Declaration" means this Declaration of Covenants, Conditions & Restrictions, as may be amended from time to time in accordance with Article 9.

1.5 "Lot" means any platted residential lot within the Willowbrook subdivision that is subject to this Declaration.

1.6 "Owner" means the record owner, whether one or more persons, of fee simple title to a Lot, excluding parties holding an interest solely as security for the performance of an obligation.

1.7 "Amenity Area" means the community pool, pool deck, and adjoining pavilion described in Section 7.10, reserved for the use and enjoyment of Owners and their guests.

ARTICLE 2

Membership & Voting Rights

2.1 Membership. Every Owner shall automatically become a member of the Association upon recordation of a deed vesting title to a Lot in that Owner, and membership shall terminate automatically upon transfer of that title.

2.2 Voting Classes. The Association has a single class of voting membership. Each Lot is entitled to one vote, regardless of the number of persons holding an ownership interest in that Lot; where a Lot is owned by more than one person, those Owners shall determine among themselves how the Lot's single vote is cast.

2.3 Board Meetings. The Board shall meet no less than quarterly. Notice of each meeting, including its agenda, shall be posted in the Common Area and distributed to the membership by email at least seven (7) days in advance, except in the case of an emergency meeting called to address an immediate threat to the Common Area or membership.

ARTICLE 3

Assessments

3.1 Regular Assessments. Each Owner shall pay an annual regular assessment, currently set at \$1,020.00 per Lot (equivalent to \$85.00 per month), to fund the Association's operating budget. The Board shall adopt an annual budget and may adjust the regular assessment year to year, provided any increase greater than ten percent (10%) over the prior year requires notice to the membership at least thirty (30) days before the increase takes effect. The regular assessment is allocated as follows:

Table 3-A — Regular Assessment Allocation (Annual, per Lot)

Category	Annual Amount	Monthly Equivalent
Common Area landscaping & upkeep	\$420.00	\$35.00
Community pool & pavilion operations	\$264.00	\$22.00
Insurance & administration	\$180.00	\$15.00
Reserve fund contribution	\$156.00	\$13.00
Total Regular Assessment	\$1,020.00	\$85.00

3.2 Special Assessments. In addition to regular assessments, the Board may levy a special assessment to fund capital improvements to the Common Area or to cover unforeseen or extraordinary expenses. A special assessment of up to twenty-five percent (25%) of the then-current annual regular assessment per Lot may be levied by Board resolution alone in any calendar year; any special assessment in excess of that threshold requires the affirmative vote of a majority of the Owners present, in person or by proxy, at a duly noticed membership meeting.

3.3 Due Dates and Payment Methods. Regular assessments are due and payable in advance on the first day of the billing period elected by the Owner — monthly, quarterly, or annually. Payments may be made through the Association's managing agent's online portal, by mailed check, or by automatic bank draft. Owners electing monthly payment may be charged a nominal processing fee not to exceed \$3.00 per installment, disclosed in the annual budget.

3.4 Effect of Nonpayment. An assessment not received within fifteen (15) days of its due date shall be deemed delinquent. Delinquent assessments are subject to the late fees, interest, and enforcement provisions of Article 4, including the Association's lien rights under Section 4.4.

ARTICLE 4

Delinquency & Enforcement

4.1 Late Fees. A delinquent assessment shall accrue a one-time late fee of \$25.00, plus interest at the rate of ten percent (10%) per annum, accruing from the original due date until the balance is paid in full.

4.2 Fine Schedule. The Board may levy fines against an Owner for violations of this Declaration or the Association's duly adopted rules according to the following schedule: (a) a first occurrence of a given violation shall result in a written warning describing the violation and the corrective action required; (b) if the violation is not cured within seven (7) days of the written warning, a fine of \$50.00 shall be assessed against the Owner; (c) each additional thirty (30) day period during which the violation remains uncured shall result in an additional fine of \$50.00, up to a cumulative maximum of \$500.00 per violation.

4.3 Notice and Cure Period. Other than the initial written warning described in Section 4.2(a), no fine shall be levied unless the Association first provides the Owner written notice describing the violation and a reasonable opportunity to cure, which period shall not be less than seven (7) days unless the violation presents an immediate health or safety hazard, in which case the Board may act on shorter notice.

4.4 Lien Rights. Unpaid assessments, fines, interest, and related collection costs — including reasonable attorney's fees — constitute a continuing lien against the Lot on which they were assessed, enforceable in the manner provided by the Texas Property Code for property owners' association liens.

4.5 Suspension of Privileges. While any assessment remains delinquent for more than thirty (30) days, the Board may suspend the delinquent Owner's voting rights and right to use Common Area amenities 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)
Unapproved exterior paint, fence, or structure (Article 6)	Written warning + cure order	\$50.00
Lawn/landscaping not maintained per Section 7.7	Written warning	\$50.00, plus HOA cure cost if uncured after 10 days
Holiday/seasonal decorations left up past removal deadline (Section 7.8)	Written warning	\$25.00
Trash or recycling containers left curbside outside collection window	Written warning	\$25.00
Boat, RV, or trailer stored in violation of Section 7.4	Written warning	\$50.00
Pet(s) exceeding limit or off-leash in Common Area (Section 7.5)	Written warning	\$50.00
Quiet hours or amplified noise violation (Section 7.9)	Written warning	\$75.00
Short-term (under 6-month) rental in violation of Section 7.3	Written warning	\$150.00

ARTICLE 5

One-Time & Transfer Charges

New Owners and transferring parties are subject to the following one-time charges:

Table 5-A — One-Time & Transfer Fee Schedule

Fee	Amount	When Due
Capital contribution	\$500.00	At closing
Working capital fund	\$150.00	At closing
Resale/transfer fee	\$250.00	At closing/transfer
Resale certificate / estoppel letter — standard (5 business days)	\$150.00	Upon request
Resale certificate / estoppel letter — rush (2 business days)	\$250.00	Upon request

5.1 Capital Contribution. The capital contribution is deposited directly into the Association's reserve fund and is not applied toward regular or special assessments.

5.2 Resale/Transfer Fee. Payable to the Association's managing agent to cover the administrative cost of updating ownership records and preparing transfer documentation.

5.3 Working Capital Fund. Used to smooth operating cash flow between assessment cycles.

5.4 Estoppel/Document Fee. Covers requests for a resale certificate, estoppel letter, or copies of the Association's governing documents.

ARTICLE 6

Architectural Review

6.1 ARC Composition. The Architectural Review Committee ("ARC") shall consist of no fewer than three (3) members appointed by the Board, at least one of whom shall be a current Board member.

6.2 Approval Process and Timeline. No exterior modification, addition, or alteration visible from any street or adjoining Lot — including but not limited to fencing, patio covers, exterior paint changes, and roofing replacement — shall be commenced without prior written ARC approval. The ARC shall respond to a complete application within thirty (30) days of submission. If the ARC fails to respond within forty-five (45) days, the application shall be deemed approved as submitted.

6.3 Exterior Modification Guidelines. Permitted exterior paint colors, fencing materials and heights, and roofing materials shall conform to the Association's published Design Guidelines, available from the managing agent and posted to the Association's resident portal.

6.4 Landscaping Standards. Front yard landscaping shall be maintained in a healthy, mowed, and edged condition at all times. Xeriscaping and drought-tolerant landscaping are permitted, subject to ARC approval of the proposed plant palette and hardscape layout.

6.5 Violations. Improvements made without required ARC approval are subject to the fine schedule set out in Sections 4.2 and 4.6 and, at the Board's discretion, may be subject to an order requiring the Owner to remove or modify the unapproved improvement at the Owner's sole expense.

6.6 Fencing & Gates. Approved fencing materials are limited to natural or stained wood privacy fencing, decorative wrought iron or aluminum picket fencing, and masonry walls matching the dwelling's exterior. Chain-link fencing visible from any street or Common Area is prohibited. Side and rear gates must be constructed of matching materials and maintained in good working order.

Table 6-A — Approved Fencing Materials

Fencing Type	Max Height	ARC Approval Required
Wood privacy fence	6 ft	Yes
Wrought iron / aluminum picket	4 ft	Yes
Masonry wall (matching dwelling)	4 ft	Yes
Chain-link (visible from street)	—	Prohibited

6.7 Exterior Painting. Exterior paint colors for the dwelling, trim, and front door must be selected from the Association's approved palette of twelve (12) color families, available from the managing agent. An Owner proposing a color outside the approved palette, or a color materially different from the dwelling's existing color even within the same family, must submit a sample for ARC approval prior to painting.

ARTICLE 7

Use Restrictions & Maintenance Responsibilities

7.1 Owner Maintenance Obligations. Each Owner shall maintain their Lot, dwelling, and all improvements thereon in good repair and in an attractive, well-kept condition, including regular lawn care, exterior paint upkeep, and roof maintenance.

7.2 Association Maintenance Obligations. The Association is responsible for maintaining the Common Area, entry monuments, the community mailbox kiosk, the community pool and pavilion, greenbelt trails, and the subdivision's detention and drainage facilities.

7.3 Rental Restrictions. Lots may be leased for residential purposes only, provided any lease has an initial term of not less than six (6) months. The Owner shall provide the Association with the tenant's name and lease start date within fifteen (15) days of lease execution.

7.4 Parking & Vehicles. Only operable, currently registered passenger vehicles may be parked in driveways or on the street in front of a Lot. Boats, recreational vehicles, and trailers may not be stored on any Lot in a manner visible from the street for more than forty-eight (48) consecutive hours without prior ARC approval.

7.5 Pets. Owners may keep customary household pets, provided such pets are not kept, bred, or maintained for any commercial purpose.

Table 7-A — Pet Rules

Rule	Requirement
Maximum per Lot	3
Leash required in Common Area	Yes, at all times
Waste cleanup	Immediate, by the pet's handler
Registration with Association	Required within 30 days of acquiring pet
Fine for off-leash or uncollected waste	\$50.00 (Section 4.6)

7.6 Nuisance. No noxious, offensive, or unlawful activity shall be conducted on any Lot, nor shall anything be done or maintained on a Lot that may become an annoyance or nuisance to the neighborhood.

7.7 Lawn & Landscaping Maintenance Standards. Owners shall keep front, side, and rear yards mowed, edged, and free of visible weeds at all times. Grass height shall not exceed six (6) inches. If an Owner fails to maintain their yard to this standard after written notice and a ten (10) day cure period, the Association may, at its option, arrange for lawn service and assess the cost to the Owner in addition to any fine under Section 4.6.

7.8 Seasonal & Exterior Decorations. Holiday and seasonal decorations may be displayed no earlier than thirty (30) days before, and must be removed no later than fourteen (14) days after, the applicable holiday. Permanent yard ornaments, statuary, or flagpoles require ARC approval under Article 6. Temporary signage (other than one "for sale" or "for rent" sign) is prohibited without Board approval.

7.9 Quiet Hours & Noise. Quiet hours are observed from 10:00 p.m. to 7:00 a.m. daily. Amplified music or outdoor gatherings audible beyond the boundary of the host's Lot during quiet hours are prohibited. Owners hosting a gathering of more than twenty-five (25) guests are encouraged to notify the Board in advance as a courtesy, though advance notice is not required.

7.10 Community Pool & Pavilion. The community pool is open daily from 6:00 a.m. to 10:00 p.m., seasonally (typically May through September), weather and maintenance permitting.

Table 7-B — Pool & Pavilion Rules

Rule	Requirement
Guest limit per Lot	6 guests
Glass containers	Prohibited
Children under 12	Must be accompanied by a supervising adult
Lifeguard on duty	No — swim at your own risk
Pavilion reservation	Via managing agent, \$75.00 refundable deposit

ARTICLE 8

Insurance Requirements

8.1 The Association shall maintain commercial general liability insurance covering the Common Area, together with a fidelity bond covering Board members, officers, and the managing agent who handle Association funds.

8.2 Owners are strongly encouraged, though not required by this Declaration, to maintain homeowner's insurance covering their dwelling, its contents, and personal liability.

ARTICLE 9

Amendment Procedures

9.1 This Declaration may be amended by an instrument signed by Owners holding at least sixty-seven percent (67%) of the total votes in the Association, recorded in the real property records of the county in which Willowbrook is located.

9.2 The Board may adopt, amend, or repeal rules and regulations consistent with this Declaration by majority vote of the Board, provided the membership receives at least thirty (30) days' notice before any new or amended rule takes effect.

ARTICLE 10

General Provisions

10.1 Severability. If any provision of this Declaration is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.2 Notices. Any notice required under this Declaration shall be deemed delivered when sent by first-class mail or email to the Owner's address of record with the Association.

10.3 Governing Law. This Declaration is governed by, and shall be construed in accordance with, the laws of the State of Texas.

End of Declaration of Covenants, Conditions & Restrictions — Willowbrook Community Homeowners Association.