



2025

COMMUNITY DISCLOSURE INFORMATION

THE **AUDUBON HOMEOWNERS ASSOCIATION, INC.** ("ASSOCIATION") HAS PREPARED THIS COURTESY NOTICE OF SUMMARY INFORMATION TO ENCOURAGE THOSE INTERESTED IN AUDUBON TO BECOME FAMILIAR WITH IMPORTANT OR HELPFUL INFORMATION ABOUT THE COMMUNITY. ADDITIONAL INFORMATION, WHICH MAY BE UPDATED PERIODICALLY, MAY ALSO BE FOUND AT www.audubonliving.com OR MAY BE REQUESTED FROM THE ASSOCIATION MANAGEMENT COMPANY.

Land Uses, Maps, Illustrations and Locations

Audubon is a mixed-use project located within an extra-territorial jurisdiction of the City of Magnolia, Montgomery County, Texas. Audubon 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 Audubon may be updated or changed, without notice, from time to time. With respect to maps, plats, general plans, renderings and similar information about Audubon, the following should be noted:

- (a) Information presented in the form of artist's conceptions with illustrations and/or renderings normally indicates the general location of lots, amenities, homes, streets, and reserves and may also indicate existing, proposed and/or potential uses. All such information is provided as a courtesy and may not be complete or accurate and it may change without any notice as a result of many factors including but not limited to government approvals, changes in market conditions, changes in regulatory requirements, changes in adjacent uses or other reasons which remain in the absolute discretion of the Developer. **NO REPRESENTATIONS, OR WARRANTIES WHATSOEVER, EXPRESSED, 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, conditions and/or uses will be developed and/or developed as shown.
- (c) Notwithstanding the foregoing, additional easements, uses, facilities or sites may be created or re-located within the Audubon community even after the recordation of a particular plat or the construction of improvements. Residential dwellings, Lots and/or homes in Audubon 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 PLANTS/SEWER PLANTS, LIFT STATIONS, DRILL SITES, MINERAL OPERATION ACTIVITIES, PIPELINE EASEMENTS, TRANSPORTATION

ARTERIALS OR ROADWAYS, MULTI-FAMILY BUILDINGS, OFFICE BUILDINGS, 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 AND/OR RESTRICTED TRACT MAY CONTAIN A USE OR STRUCTURE THAT A PROPERTY OWNER OR HOMEOWNER MAY FIND OBJECTIONABLE, MAY RESTRICT A PARTICULAR VIEW AND/OR CHANGE THE CONDITIONS OF THE VIEW TO AND FROM PROPERTIES AND WEIGH THOSE FACTS AND RISKS CAREFULLY IN ANY DECISION TO ACQUIRE A HOME OR PROPERTY.

Water Bodies and Other Water Areas

- (a) The Audubon community may contain (or may be adjacent to) a number of manmade, natural, and environmentally sensitive areas. These areas may include, among other things, various wetlands, intermittent or permanent water bodies, preservation areas, muddy areas, marshy areas, ditches, streams, creeks, detention facilities, ponds, 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 these may pose hazards to people, pets, or property coming into contact with them. However, they 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; (ii) assumes all risk of 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 as part of their enjoyment of the natural surroundings and/or enhanced greenspaces in Audubon.
- (b) No Owner may use, disturb or enter upon such areas in violation of any applicable rules and regulations adopted by the Association and/or applicable Audubon Municipal Utility Districts ("MUD 1, 2, 3, & 4"), Audubon Water Control and Improvement District ("Audubon WCID") and/or Audubon Management District (if such areas are regulated by the Association 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 Community Manager (as defined in the Design Guidelines) whose contact information is listed at the end of this Community Information form. The use and enjoyment of the creeks, lakes and other amenities in the Audubon Community are at the sole risk of the user (member of the Association and their guests and/or invitees). The creeks, lakes, and areas above the static water level are also intended for drainage and to serve as detention areas with the purpose of managing flood control. These areas may inundate, may retain higher levels of water, and may experience faster current for drainage during and after periods of rainfall events. The areas in and around lakes and creeks 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 entity and/or homeowners association. Some of the rules associated with the enjoyment of the creeks, lakes and green spaces surrounding the lakes are detailed below.

Creeks, Detention Ponds, Lakes, Water Bodies, Parks, Trails, and Green Spaces - Rules and Regulations

- (a) All amenities, greenspaces, parks, trails, and public spaces shall be used at the sole risk of the user.
- (b) Follow all posted rules in the Community.
- (c) In case of any emergency immediately dial 911.
- (d) All guests of Community residents need to be accompanied by an Owner (member of the Association).
- (e) The use and/or enjoyment of any community amenity is at the sole risk and liability of the user.
- (f) There is absolutely no swimming in any lakes or other water bodies.
- (g) There are no boats or motorized vehicles permitted in any body of water (unless posted at the site).
- (h) Pets must be kept on a leash.
- (i) Pet owners are required to clean up after their pets.
- (j) Pets may be prohibited in certain areas as posted.
- (k) Children should be supervised by an adult at all times.

There shall be no tampering with outdoor furniture, fountains, electrical facilities, signage, wells, pumps or other improvements and equipment in and/or around the water bodies and green spaces.

Documents

Buyers of homes in Audubon are subject to the Documents (as defined in the Master Covenant [Residential]). These Documents are administered by the Audubon Homeowners Association, Inc. and place certain restrictions, covenants, conditions, stipulations, liens, and reservations on property within the Audubon community.

The Association has the authority to levy assessments, fees, and fines 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 of the Audubon Residential Reviewer (the "ARR" or the "Reviewer") prior to installation and/or modification. The *Reviewer* does not issue any verbal approvals.

Any improvements or modifications made without prior written approval from the *Reviewer* 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 Master Covenant [Residential], Design Guidelines and the rights of the Declarant (as such term is defined in the Master Covenant [Residential]) prior to acquiring property within the Audubon community

Some of the primary governing documents are as follows:

(a) Master Covenant

- i. Recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File 2020057608.

(b) Amended and Restated Community Manual

- i. Recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2023101142.

(c) Development Area Declaration

- i. Recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2020114353.

(d) Community Enhancement Covenant

- i. Recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File Number 2020114352.

Please refer to the [Association Information package](#) for more information.

Architectural Approvals and Control

The common area landscaping, monuments and community facilities are designed to create a certain appearance based on guiding principles throughout the Audubon community. The control of this appearance is also intended to extend to each Lot and residence and other areas within Audubon. As such, under the authority of the Association and the Master Covenant, the Reviewer pursuant to the Documents (as defined in the Master Covenant, has the authority to govern the materials, colors, elevations, and locations of houses, fences, sidewalks, and other improvements on and adjacent to each lot and/or reserve. The Declarant and the Board have the right to change the architectural requirements at will in its sole discretion and without advance notice.

Landscaping and Irrigation

The Reviewer has the authority to prohibit the construction of certain improvements on each lot and/or plant species that may be installed in the yards of homes within Audubon. Homeowners are advised to read and understand the requirements of the Master Covenant (and any supplements or amendments thereto) as well as the most recently published Design 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 Design 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 Master Covenant grants the Board of Directors of the Association certain easements over the lots and the option, but not the obligation, to perform Front Yard Maintenance (as such term is defined in the Master Covenant) and to charge the Owner (annually) for the costs thereof.

In the event that a resident experiences an issue with the routine lawn maintenance (i.e.: lawn was not mowed and/or edged) resident may fill out the Resident Front Yard Maintenance Request form located under the "Community" dropdown menu and the "Resident" tab in <https://audubonliving.com/residents/> which appears as follows:



Resident must fill out the form in its entirety and will be required to upload pictures for the form to be considered complete. Otherwise, the submittal will not be processed.

Once the form is submitted, it will be sent to the Community Manager who will then file appropriate work order to address the matter. More information can be found in the [Front Yard Maintenance Program Packet](#).

Association/ Declarant/Builder- Relationship

The Declarant and/or the Association are the owners of certain property within Audubon and these parties may contract with various independent contractors for the installation of certain utilities, streets, roads, infrastructure, landscaping, signage and/or amenities to benefit the community. The Declarant sells lots to independent homebuilders who are responsible for the marketing, sale and construction of new residences within the project on specific lots. Neither the Declarant nor the Association are joint ventures, partners, agents, or representatives of (or with) any homebuilder and are not responsible for any claims related to the sales and/or 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 and features of home to be constructed by a builder (subject to meeting the requirements of the Documents). The Association 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.

Association Amenities

In Audubon certain amenities may be developed as the community matures and as part of a changing master-plan. Any amenities proposed for the future are at the discretion of the Developer and/or Association and subject to change without notice.

Federal Emergency Management Agency (FEMA), Flood Plains and Flood Plain Mapping

The Federal Emergency Management Agency (FEMA) and Montgomery County (along with other regulatory authorities) provide some publicly available information concerning different flood plain elevations and flood plain mapping in Montgomery County, Texas which may change over time. Published maps and flood plain elevation information can change from time to time based on the best available information, different hydraulic modeling study variables and techniques, placement of fill and/or other modified conditions. Such changes can take a considerable time to process through governing authorities and all proposed changes to mapping and or flood plain elevations may not be indicated on existing published and effective maps. Each potential purchaser is advised to investigate the flood plain elevations, maps and conditions which impact (and/or may potentially impact) any property they are considering purchasing in advance as an integral part of their independent decision processes and their independent decisions to mitigate risk and/or to purchase flood insurance.

Maintenance of Streets and Utilities

One or more Audubon Municipal Utility Districts ("MUD 1, 2, 3, & 4"), Audubon Water Control and Improvement District ("WCID") and/or Audubon Management District 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 and/or which have been provided for private use. This does not necessarily mean that the Association will correct cosmetic issues and/or minor repairs upon demand. However, please notify the Association Management Company if you notice any structural damage, missing signs or damaged signs on private streets. Governmental entities (such as Montgomery County and/or the City of Magnolia and/or the State of Texas) are responsible for maintenance of public road systems and/or adjacent highways (as applicable).

Taxes and Assessments

As an Owner of property within the Audubon community, each Owner shall be responsible for certain taxes, fees, levies, and assessments, including, without limitation, those levied by or through the Association, and all applicable governmental entities, including applicable school districts, Montgomery County, Emergency Services District No. 10, MUDs, WCIDs, MDs, 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 Audubon 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 AUDUBON OR AREAS ADJACENT THERETO. THE ASSOCIATION 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 MASTER COVENANT 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.