



## VERDANCIA COMMUNITY ASSOCIATION

This document provides answers to frequently asked questions raised by residents during HOA meetings.

### What Is an HOA and What Does It Do?

Welcome to the community! If you're new to living in a neighborhood with a homeowners association (HOA), you're not alone—and you're in the right place to learn more.

The HOA maintains community amenities (like the pool, the clubhouse, and common area landscaping) and enforces deed restrictions. Every homeowner, upon buying a home, automatically becomes a member of the HOA.

### What the HOA Is Responsible For:

- **Maintaining Common Areas:** This includes landscaping, lighting, and upkeep of common areas, greenbelts, and entryways.
- **Architectural Review:** Most changes to your home must be approved prior to installation. This helps the HOA enforce the covenants by upholding community standards so all current and future owners know what to expect when they own or buy a home in the community.
- **Enforcing Community Rules:** The HOA enforces the deed restrictions and community guidelines to ensure a safe, attractive, and respectful environment for all residents.
- **Budgeting and Financial Management:** The HOA collects assessments and allocates funds for maintenance, improvements, insurance, and reserves.

### What the HOA Is *Not* Responsible For:

- **Builder Construction Issues:** The HOA does not oversee or manage home construction or builder performance.
- **Seller Disclosures:** The HOA is not involved in the purchase and sale of a lot or the disclosures made during the purchase and sale process. The Texas Property Code (Section 5.012), not the HOA, mandates what a seller is required to disclose if a home is in an HOA.
- **City or County Infrastructure:** Roads, streetlights, public parks, and public utilities are typically managed by the City, County, or Municipal Utility District (MUD)—not the HOA.



- **Law Enforcement:** The HOA cannot issue criminal citations or enforce criminal laws.
- **Private Property Disputes:** The HOA does not mediate neighbor-to-neighbor disputes, although the HOA has discretion to address a violation of community rules provided for in the applicable deed restrictions.

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The HOA has received a number of questions from owners. Accordingly, the HOA has put together the following list of questions and answers for owners to review:

**Q: We asked for copies of any deed restrictions and were told there were none. We didn't know we were living in an HOA.**

**A:** The HOA is not privy to seller-buyer discussions. *To be clear, the HOA is not involved in the purchase and sale of a lot or the disclosures made during the purchase and sale process.* The HOA has confirmed the deed restrictions have been recorded with the County Clerk. The deed restrictions are also available on the HOA's owner portal, and we encourage all owners to register for a portal account.

**Q: Where can I look to confirm my seller told me about the HOA?**

**A:** The HOA is not provided with your contract documents or title policy. You should review your contract documents for any HOA information. Also, a title insurance policy discloses deed restrictions in "SCHEDULE B," and a buyer's "Settlement Statement" will itemize HOA fees collected at closing.

**Q: Is my builder the "developer" of the subdivision.**

**A:** No. The developer (also known as the "declarant") does not build homes. The developer creates the subdivision and then sells lots to builders, who build and sell homes.

**Q: How do I appeal a violation I don't agree with?**

**A:** First, review the deed restrictions cited in the violation notice. If you still have questions or concerns, please contact your onsite general manager. Additionally, you may submit a written request for a hearing before the HOA's Board of Directors on or before the thirtieth day after the date the violation notice letter is sent to you.

**Q: How long do I have to fix a violation?**

**A:** Most violations come with a 30-day grace period, but the HOA may provide a shorter compliance period as long as the cure period is reasonable and you have received no other similar violation notice in the past 6 months. If the matter affects the health



and safety of others, there is no cure period and the matter must be immediately addressed.

**Q: Where does money collected from violations go?**

**A:** It is retained by the HOA. Specifically, violation fine payments are deposited into the HOA's operating account and used to pay HOA expenses in the same manner as assessments payments. The funds are used to pay for maintenance, improvements, and operational costs for the benefit all homeowners.

**Q: How do violations work for military deployment?**

**A:** Notify the HOA and provide documentation. We will note your deployment and suspend violations accordingly.

**Q: When will residents be allowed on the HOA board?**

**A:** Once the community reaches 75% completion, residents will be eligible to serve on the HOA board. Until then, the board remains under declarant control. However, residents are encouraged to participate in committees and community discussions to stay involved and informed.

**Q: Can I request several modifications/additions in one application?**

**A:** Yes, multiple additions can be submitted under a single architectural application. This streamlines the review process and reduces administrative burden. However, each addition must be clearly described and include all required documentation (e.g., drawings, materials, dimensions) to ensure proper evaluation by the Architectural Review Committee. The ARC may approve the entire application, certain parts of the application or no part of the application. Installation of exterior modifications that were not approved in writing is a violation.

**Q: How long do I have to complete additions?**

**A:** Construction of each approved addition must be commenced within 180 days from the date of approval and construction must be diligently prosecuted to completion within either (i) one year of issuance of approval or (ii) such longer period as determined by the ARC in its sole and absolute discretion. This timeline ensures that projects are completed in a timely manner and helps maintain the aesthetic and structural integrity of the community. If delays occur due to unforeseen circumstances, homeowners should notify the HOA to request an extension.

**Q: Why do I have to pay assessments if the amenities are not complete?**

**A:** While most generally associate HOA assessments only with amenities, the HOA incurs a range of expenses unrelated to amenities. For example, the HOA incurs



expenses related to professional management, insurance, vendor contracts (i.e. landscaping) and other general operational expenses unrelated to amenities. The HOA is non-profit corporation that largely receives its revenue from the assessments levied against each member. Accordingly, in order to cover the costs of the expenses it incurs on an annual basis, the HOA must collect assessments from the members – even if the amenities are not complete.

**Q: If I don't use the amenity center, do I have to pay the full assessment?**

**A:** Yes, and the HOA has no authority to exempt any owner. All homeowners are required to pay HOA assessments, including for the amenity center, regardless of individual usage. This is because the HOA is responsible for maintaining and insuring the facility for the benefit of the entire community. The amenity center is a common area asset deeded to the HOA once construction is complete and all obligations are met. The costs associated with its upkeep—such as insurance, maintenance, and security—are shared equally among all homeowners as outlined in the governing documents. Even if a homeowner does not personally use the facility, the shared responsibility ensures the property is preserved, insured, and available for all residents, which also contributes to maintaining property values across the community.

**Q: What happens if I don't pay my HOA fees?**

**A:** Failure to pay HOA assessments can result in a series of escalating consequences as outlined in the governing documents. These include:

1. **Late Fees and Interest** – Once a payment is missed, late fees and interest may be applied to the outstanding balance.
2. **Collection Efforts** – The HOA may initiate formal collection efforts, which could include notices, demand letters, and referral to a collections agency or attorney.
3. **Lien on Property** – If the balance remains unpaid, the HOA has the legal right to place a lien on the property. This lien can affect your ability to refinance or sell your home.
4. **Legal Action** – In some cases, the HOA may pursue legal action to recover the unpaid assessments, which could result in additional legal fees and court costs being charged to the homeowner. These enforcement mechanisms are standard under the Texas Property Code and are necessary to ensure the financial health of the association and equitable treatment of all members.