

# Summary of changes to Covington West Deed Restrictions

**Cultural Changes** – The world has changed a lot since our documents were written in 1975 and updated in 2015. We added sections or language to address some of these plus there was a need to incorporate changes made by Texas State Law and/or City of Sugar Land requirements.

- Section 2.2.1, Single Family Residential Use reorganized
  - Clarified “single family” regarding prohibited use of lot as multi-family residence & added a garage or accessory building cannot be used as a residence.
  - Reworked “Prohibition of Business Use “to align with City of Sugar Land’s restrictions. Example: Working from home using the computer is allowed but not an auto repair shop from your garage.
  - Under “Lease Requirements and Responsibilities,” prohibits Short Term rental (less than one year, or Airbnb-type rental) to align with City of Sugar Land restrictions. Provides clarification that renters are subject to obligations of Deed Restrictions & Owners are responsible to provide renters contact information per state law.
- New – Sec 2.5.5, Demolition and Rebuilding states “In the event a residence is demolished and rebuilt the procedure will comply with all provisions of the “Demolition and Rebuilding Guidelines for Covington West Subdivision.” Example: Other subdivisions have had homes bought and demolished for new construction with no safeguards in place for loud and disruptive construction activities. Acceptance of the future guidelines document is a Board action.
- Sec 3.2, Approval for Improvements Required states Electric Vehicle Charging Station installation on your property must have prior ACC approval. This is to ensure that all City of Sugar Land permits/requirements are met.
- New – Sec 4.5.3, Dissolution provides that the association can be dissolved with a vote in writing of  $\frac{3}{4}$  of the members of the Association which are homeowners.

## Clarification of existing Deed Restrictions:

- Sec 2.2.2, Vehicles clarified and reorganized. RVs are now defined, 3-day parking for cleanup is still allowed, but new language prohibits living in RV on the property. No vehicle parked or stored anywhere on lot except driveway or enclosed garage.

However, no inoperable vehicle shall be parked, kept or stored on a lot including a driveway or street except in an enclosed garage.

- Sec 2.2.8, Signs states political signs size and use aligned with Texas state law (ground mounted signs only)
- Made height limits consistent for Summer/Outdoor Kitchen structures and Accessory Buildings (both now max 10 feet) Sec 2.4.5
- Prohibited painting or staining brick without prior approval from ACC, Sec 2.4.8
- Sec 2.4.16, Landscaping states Xeriscaping allowed in front yard only with prior review & approval from ACC. It must conform to Sec 7 of existing *Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items and Xeriscape Landscaping* adopted April 2015.
- New – Sec 2.4.16 Landscaping states Trees planted in the hell strip (space between sidewalk and curb) must be approved by ACC (i.e. Trees get too big for the confined space and affect the sidewalks); flower beds or decoration around mailboxes are landscaping changes and need prior approval from ACC
- Sec 2.4.17, Swimming pools must comply with State/city ordinances
- New - Sec, 2.4.22, Exterior Storage states Recreational equipment (bicycles, etc) must be stored out of sight.
- New - Sec, 2.4. 23, Accessory Buildings. Clarifications to maximum size and height, stated purpose only for storage or hobby workshop.
- Sec 2.5.4, Consolidation and Replatting of Adjoining Lots, removed verbiage that allowed splitting of lots. Lots may be consolidated only as whole lots; two adjoining lots can be consolidated and are entitled to two votes and must pay two assessments.
- Sec 2.6, Walls and Fences. Added the word “gate” to requirements for clarification. No paint on fences, and a stain or treatment needs ACC approval
- New – Sec 2.7.5, Drainage and Pipeline easements – must be kept clear of trees, shrubs from adjacent lots to avoid impeding drainage or access for mowing.

### **Changes to Yearly Maintenance Fee**

- Sec 5.3, Basis and Maximum Level. Removed maximum amount (\$48.00) and changed percent of increase from 6% to 10%. Added provision for homeowners vote for increase if expenses indicate higher rate of increase. If a management company is necessary in the future due to low voluntary participation some method of raising

assessments may be necessary.

New section reads:

- The Owner of each Lot shall owe an amount determined by the Board, which may be increased by no more than 10% each year up to a maximum of \$100. If the forecasted expenses necessitate an increase of more than 10% per year or more than a maximum of \$100 per year, the amount must be approved by a majority vote of the Owners (per Lot) who are voting in person or by proxy at an annual or special meeting duly called for that purpose. Written notice of the amount to which the Board has set for the maintenance fee shall be sent to every Owner whose Lot is subject to the payment.
- Sec 5.4, Effect of Non payment. Removed interest accumulation provision and replaced with Late fee and administrative fees.

New section reads:

- The outstanding balance of any Assessments not paid by January 31<sup>st</sup> each year shall incur a one time \$10 late fee plus an administrative fee of \$5.00 per month. The late fee and monthly administration fee shall be added to the assessment account of any Owner whose account is not fully paid on the first day of each month. If the account is not fully paid and is delinquent by January 31<sup>st</sup> on any subsequent year, an additional \$10 late fee will be added to the account.

**NEW Fining Policy** – Texas State law allows HOA to levy fines under strict guidelines of giving notice and providing ways for the homeowner to ask for hearings. For the board to adopt the Fining Policy, these amended Deed Restrictions must be accepted.

- Fines may be levied by the board in two areas
  - Failure to keep exterior of Residential Dwelling or other improvement on a lot in good repair, (Sec 2.3.2 – Maintenance and Repair)
  - Failure to keep Lot in good repair, (Sec 2.4.19 – Lot Maintenance)
  - An owner has 30 days (instead of the prior 14) to request a hearing after receiving a certified letter of a violation

Fines will be levied **only as a last resort** for serious, repeated violations of the Deed Restrictions that cannot be resolved in any other way. The maintenance of a foreclosed property is often neglected by a bank and the possibility of a monetary fine is a great motivator for them to actually mow the yard after repeated letters from the Board.