

Mote Ranch HOA - Proposed Covenant Amendments

The process for a covenant change:

1. Board by majority vote receives the proposed amendment from a director.
2. The proposed covenant amendment is posted to the HOA website
3. Members informed of the proposed amendment and ask for comments.
4. Optional – Members may be polled on the proposed amendment.
5. The HOA attorney reviews the proposed change, edits if applicable and signs off.
6. Members vote on the amendment.
7. The amendment is adopted if 67% of the voting members vote in favor of the amendment.

Members are asked to review the following proposed covenant changes and provide any comments to Colleen Fletcher cfletcher@amiwra.com

**Note: underlined words are additions (additions) and strike-through words are deletions (~~deletions~~).

Proposed Amendment 1.

Reason for the Amendment. The 2020 Board hired a lawyer that used the language in section 3 'For example'... paragraph to justify the Board purchasing a pool heater. The pool heater – a non-maintenance purchase (an unfunded capital purchase) was subsequently purchased using general assessment funds. This amendment clarifies the use of general, neighbor and special assessments.

ARTICLE VI
COVENANTS FOR ASSESSMENTS

Section 3. Purpose of Assessments. The Assessments levied by the Homeowners' Association shall be used exclusively for the purpose of preserving and promoting the recreation, health, safety, and welfare of the residents in the Residential Properties and carrying out all of the responsibilities and obligations of the Homeowners' Association and the Owners as required by governmental authorities and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use, enjoyment and maintenance of the Common Properties and of the Lots and Dwelling Units. For example, Assessments would be used for the payment of taxes and insurance on the Common Properties, repair, replacement, and additions to the Common Properties thereto, and for the cost of labor, equipment, materials, management and supervision of the Common Properties.

In Article VI Covenants for Assessment

Section 3. Purpose of Assessments. The Assessments levied by the Homeowners' Association shall be used exclusively for the purposes of preserving and promoting the recreation, health, safety, and welfare of the residents in the Residential Properties and carrying out all the responsibilities and obligations of the Homeowners' Association and the Owners as required by governmental authorities and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use, enjoyment and maintenance of the Common Properties and of the Lots and Dwelling Units. For Example, Assessments would be used for the payment of taxes, and insurance on the Common Properties, repair, replacement, and additions to the Common Properties thereto, and for the cost of labor, equipment, materials, management and supervision of the Common Properties. Specifically, General Assessments fund payments for taxes, insurance and general maintenance and repairs to the common grounds and infrastructure from either the Operations and Maintenance fund or the Reserve Fund. Neighborhood Assessments fund neighborhood specific repairs, improvements, or additions like street lights or pond remediation that 67% of the neighborhood has agreed to. Special assessments fund any Capital Improvements which include but not limited to all NEW construction or unfunded improvements or any additions to the recreation center property, preserves or common grounds for the assessment year.

Proposed Amendment 2.

Reason for the Amendment. Some landlords fail to ensure their property is maintained in a timely manner. As a result, the HOA tends to spend more inspection resources encouraging community disengaged landlords to maintain their property. As well, neighbors become frustrated when the adjacent or near property looks not maintained. The proposed solution is to ensure landlords include in their lease agreements professional lawn and landscape maintenance and to ensure this happens the Board will approve lease agreements.

Article X PERMITTED AND PROHIBITED USES

(Additions indicated by underlining, deletions indicated by ~~strike-throughs~~)

ARTICLE X PERMITTED AND PROHIBITED USES

29. Rental or Leasing. Dwellings may be leased only in their entirety. No fraction or portion of a lot or dwelling may be leased. There shall be no subleasing of dwellings or assignments of leases. All leases shall be in writing and a copy must be submitted to the Property Management Company. The minimum lease term for any dwelling or lot shall be three (3) months and no more than two (2) leases shall be made in a twelve-month period. A maximum lease term shall be one (1) year. However, additional one-year terms may be granted. All leases shall be subject to the governing documents of the Mote Ranch Homeowners Association. It is the responsibility of the lessor (owner) to ensure that all lessees and tenants comply with the provisions of the Association's governing documents.

29. Rental or Leasing. Dwellings may be leased only in their entirety. No fraction or portion of a lot or dwelling may be leased. There shall be no subleasing of dwellings or assignments of leases. All leases shall be in writing. The Lease must include a clause or stipulation that regular summer weekly and winter biweekly professional landscaping, mowing and yard maintenance is provided and paid for by the owner. A copy of the lease must be submitted to the Property Management Company and the Board of Directors must approve the lease agreement. The minimum lease term for any dwelling shall be three (3) months and no more than two leases shall be made in a twelve-month period. A maximum lease term shall be one (1) year. However, additional one-year terms may be granted. All leases shall be subject to the governing documents of the Mote Ranch Homeowners Association. It is the responsibility of the lessor (owner) to ensure that all leases and tenants comply with the provisions of the Association's governing documents.