

**PROPOSED NPEA COVENANT CHANGES (4-21-2025)**

The Board is proposing five covenant changes to help maintain the future quality of the neighborhood. These changes have been reviewed by our attorney, Suzanne Ulmer, and after the Board completes a final review and prepares the ballots, they will be made available to all Newington homeowners for a vote.

No covenant change will occur unless a majority of homeowners approve.

There will be NO voting on any covenant changes at the HOA meeting,

.....  
**Change 1: LIEN PROVISION**

This change would introduce a lien provision to assist with the collection of overdue assessments. This would help ensure that all owners contribute fairly to maintaining our neighborhood. It would result in a new Covenant paragraph.

**"32. LIEN PROVISION FOR NEWINGTON PLANTATION ESTATES ASSOCIATION ASSESSMENTS.** The assessments, together with interest, costs, reasonable attorneys' fees, and the expenses of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, reasonable attorneys' fees, and collection costs, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and such owner shall be responsible for all interest and costs of collection, including reasonable attorneys' fees and expenses incurred whether before or after the suit for collection is brought. Sale or transfer of any lot shall not affect the assessment lien."

.....  
**Change 2: FINES FOR COVENANT VIOLATIONS**

This change adds small fines for specific covenant violations. It would strengthen covenant enforcement and help to maintain the future quality and aesthetics of our neighborhood. This would result in a new Covenant paragraph.

**"33. FINES FOR SPECIFIED COVENANT VIOLATIONS.**

a) The owner shall be informed in writing by the Association's Board, by the Association's ARC, or by a Board-approved representative of any violation of the restrictive covenants identified in subparagraph 2(g) below. The owner is expected to work in good faith to correct the violation by the date specified by the notification. This date will be a minimum of fifteen (15) days from the notification date.

b) If the owner does not correct the violation by the specified correction date, the Board, ARC, or Board-approved representative has the right to fine the owner \$25.00 monthly, until abatement, or until the fine reaches \$100.00 for this specific violation.

c) The Board may extend the period before a fine is imposed, if the owner who is in violation makes a timely appeal to the Board prior to the specified correction date. If the violation is determined not to be the fault of the owner, but rather is due to the previous owner's violation, it will be at the Board's discretion to arrive at a remedy. If the current owner asserts that a prior Board waived the violation, It is the responsibility of the owner to provide proof that prior Boards waived the violation. All money raised through fines becomes part of the Association's general treasury for application toward common expenses.

d) The unpaid fines, together with interest, costs, reasonable attorneys' fees, and the expenses of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such unpaid fine is made. Each such unpaid fine, together with interest, costs, reasonable attorneys' fees, and collection costs, shall also be the personal obligation of the person who was the owner of such property at the time when the unpaid fine fell due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and such owner shall be responsible for all interest and costs of collection, including reasonable attorneys' fees and expenses incurred whether before or after the suit for collection is brought. The lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien.

e) The Association may take legal action, at law or in equity, against the owner violating the covenant and may seek equitable remedies of specific performance and/or of injunction to restrain any such violation and/or seek recovery of damages for such violation. If the Association prevails in any such legal action, they shall be entitled to a monetary award against the owner, including a recovery for reasonable attorneys' fees, costs, and expenses incurred incident to such proceedings.

f) If the owner does not correct the violation by the correction date, the Board can elect to assess the owner based on the estimated cost to correct the violation.

g) Sections 33(a) through 33(f) above only apply to the restrictive covenants set forth in the following paragraphs in the Amended Restrictive Covenants and Easements—Phases 1, 2, 3 and Newington Gardens, Newington Plantation Estates dated December 22, 2005, as amended by the Amended Restrictive Covenants for Newington Plantation Estates-Paragraph 21 and 22 Amendments, dated September 30, 2008:

- 5. Offensive Activity and Animals.
- 6. Trailers and Vehicles.
- 13. Satellite Dishes and Antennas.
- 14. Swimming Pools.
- 15. Signs.
- 23. Unsightly Materials.

h) The failure to enforce any of the provisions herein shall not be deemed a waiver of the right of enforcement. ”

.....  
**Change 3: RAISING THE HOA DUES CAP**

This change raises the HOA annual dues cap and will ensure the Association can meet financial obligations and continue to provide services for our community in the future. It raises the existing \$100 dues cap to \$200. It would amend the last sentence in Covenant paragraph 22. Cap for the Annual Assessment for Regime Fee.

22. Cap for the Annual Assessment for Regime Fee (last sentence).  
“The sum total of any and all Board-approved increases will not cause the Annual Assessment for Regime Fee to exceed a maximum of **\$200 effective January 1, 2028.**”

.....  
**Change 4: ALLOWING BOATS IN DRIVEWAYS DURING THE SUMMER**

This change allows boats to be parked in driveways during boating season and would offer more parking flexibility for those who own boats. This change would amend Covenant paragraph 6(C) Camper Trailers.

(6(C) Camper Trailers.  
“Camper trailers, self-propelled recreational vehicles, travel trailers, utility/boat trailers and boats (on trailers) may be parked in the paved driveway for a period of less than **48 hours** *[replaces 24 hours]* for loading and unloading only. **An exception to this restriction is that boats on trailers can be parked on the driveway of a property in front of the front line of the dwelling house for as long as the owner so chooses from May 1st to October 1st of each year.**”

.....  
**Change 5: ALLOWING EMAIL VOTING FOR COVENANT CHANGES**

For clarity, this change allows electronic voting for future covenant changes to make it easier for homeowners to participate in the decision-making process. This change would amend the first sentence of Covenant paragraph 12. Amendment by adding the words “**or electronic.**”

“12. Amendment. These restrictions can be altered, modified, cancelled or amended at any time by the written **or electronic** consent of a majority (i.e. over 50%) of the property owners of record whose lots are within Newington Plantation Estates. “