

COVINGTON POINT COVENANTS

Minimum Dwelling Standards

All single-family dwellings must have a minimum living area of twelve hundred (1,200) square feet, excluding open or screened porches, carports, and open or closed garages. The construction cost per square foot shall not be less than the average rate for St. Tammany Parish at the time of construction, thereby ensuring quality workmanship and materials. Building plans should reasonably fit the overall appearance, including materials and style, of the existing homes within the subdivision.

Property Maintenance:

The following guidelines apply to all lots and homes within the community:

Prohibited Accumulation:

No accumulation of litter, lumber, scrap metal, refuse, waste, or building materials is permitted on the front lot of any property, and such materials shall not be visible from the street.

Exceptions:

With the appropriate City of Covington permits, temporary storage of building materials during construction, remodeling, or renovation is allowed until the project is completed.

Commercial Equipment and Supplies:

Commercial vehicles may be parked in a driveway. All commercial equipment must be contained in a neat and aesthetic manner, such as within an enclosed or open trailer. Commercial vehicles may be parked in a driveway. However, heavy industrial equipment, including but not limited to industrial machinery, eighteen-wheelers, and dump trucks, are not allowed to be parked overnight or stored in neighborhood.

Pool Maintenance:

Both above-ground and in-ground pools must be properly maintained. Pools containing stagnant, untreated water that may pose a health or environmental hazard.

Roof Condition:

Neglected or badly damaged roofs and coverings are not permitted, except where damage results from an act of god or declared federal emergency. In the event of damage caused, homeowners shall take immediate measures to secure the integrity of the roof and begin reasonable steps toward repair, so that the roof is repaired within 6 months. In the event of a federal emergency, City of Covington may grant a longer period to have roofs repaired.

Front Yard and Garage Appearance:

Yards must be kept well maintained, with weeds controlled and grass not exceeding a height of twelve (12) inches.

Ditches, Culverts and Right-of-Way Maintenance

Homeowners are prohibited from dumping, stacking, or littering in ditches and dedicated rights-of-way. Property owners are responsible for keeping ditches along their front property line debris-free to ensure proper drainage.

Alteration of Drainage Features

Written approvals from the City of Covington and all applicable agencies must be obtained prior to start of any work that will modify the drainage of any lot.

Drainage Easements

No structures of any kind shall be erected, constructed, or placed upon drainage easements. These easements must remain unobstructed and accessible for drainage and maintenance purposes at all times. Any obvious natural obstruction, such as fallen trees or massive amounts of debris should be reported to the Parish for removal upon discovery.

Generators

Location

Generators shall be located in the rear of the residence whenever possible. In the event rear placement is not feasible, the homeowner shall make every reasonable arrangement to install the generator in a location that does not obstruct or diminish the aesthetic of the front or front-side elevation of the home.

Compliance with Regulations

Installation and operation of generators shall comply with all applicable local ordinances, codes, and regulations.

Exceptions for Natural Disasters

This section does not apply to temporary, emergency use of portable generators following a power outage. However, in such events, generators shall not be permitted once power is restored.

Fence

No fence, wall, hedge, or similar structure taller than eight (8) feet shall be permitted on the rear lot line, rear side lot line, or any portion of a lot thereof.

No fences can be built in the front yard.

All fencing must comply with these setback requirements. Fencing cannot obstruct neighbor's view when pulling out of their driveway.

Homeowners must obtain all necessary permits prior to installation from the City of Covington.

Temporary Emergency Housing

In the event of a federally declared natural disaster in our area, a manufactured home, trailer, or recreational vehicle (RV/camper), may be used for temporary emergency housing. Such use shall be allowed for a nonrenewable period not to exceed six (6) months unless the City of Covington approves a longer period. After which the temporary structure must be removed and the lot restored to compliance with all applicable covenants and restrictions. RVs may be parked within a residence's driveway. It can't be parked closer to ten feet to the road, so it does not impede the view of a neighbor from having a clear unobstructed view of traffic signs, approaching, merging, or intersecting traffic.

Sign Regulations

Temporary Real Estate Signs

One (1) temporary real estate sign shall not exceed six (6) square feet in area or four (4) feet in height. Temporary real estate signs shall be removed within ten (10) days after the subject lot or building is sold or leased. A property with two (2) or more street frontages shall be allowed one (1) additional sign.

Real estate open house signs shall be permitted no earlier than three (3) days prior to the scheduled event and must be removed within forty-eight (48) hours after the conclusion of the event.

Special Event/Garage Sale Signs

Special event signs may be placed up to seven (7) days prior to an event and must be removed within forty-eight (48) hours following the event.

Political Signs

One (1) political sign associated with an organized campaign in support of or opposition to any candidacy, political slate or ticket, or ballot proposal shall be permitted. Following the election for said candidate, political signs must be removed within forty-eight (48) hours.

School Signs

“Student of the Month” or “College Bound” signs are permitted.

Disruptive or Inappropriate Signs

Signs containing vulgarity, offensive language, inappropriate images, or any content promoting violence, hostility, or otherwise disruptive behavior shall not be permitted within the subdivision.

Waste Management

Homeowners must comply with the regulations set forth by the sanitation company providing service to the subdivision.

Tree Removal

All tree removal requires a permit from the City of Covington.

Firearms

The discharge of firearms within the Subdivision is strictly prohibited.

Pet Regulations

Homeowners may have domesticated household pets for non-commercial purposes. Pets must be leashed or kept within a fenced yard or home. Homeowners are responsible for all actions of their pets including picking up after them.

Parking

Parking in subdivision will follow City of Covington regulations and codes.

Homeowners are asked to take all reasonable measures to park vehicles in their driveway whenever possible.

Boats and trailers may not be parked in the front yard or on the road.

Vehicles

Vehicle repairs taking 48 hours can be done in driveway.

A vehicle that is not operational/drivable must be covered and/or kept in a neat manner to protect the aesthetics of the neighborhood until the vehicle is operational/drivable.

Driveways

Driveways must be maintained and kept in good condition at all times. Any driveway requiring maintenance, repair, or replacement shall be constructed using the same material presently in use for that property.

Opt Out Clause

To have the ability to opt out of the home owners association, the covenants will need to be re-instated.

A homeowner may petition the court for removal of their property from the jurisdiction of the association. (Title 9:114:6:D)

All costs associated with the petition process is the responsibility of the requesting homeowner. The HOA will not be responsible for any portion of these costs, regardless of the outcome of the petition.

Enforcement

Any violations pertained to the City of Covington code will be addressed by the appropriate governing authority, ie, City of Covington Code Enforcement or City of Covington Police Department. If a violation pertaining to the City of Covington Code is not resolved within fifteen (15) days (or a shorter period as specified), the Board of Directors has the right to contact city officials and/or legal authorities based on city ordinances.

Any violations not pertained to the City of Covington will be addressed by the Covington Point Board of Directors. The Board of Directors may issue written notice to promptly remove or abate such violations. Additionally, the Board of Directors may impose reasonable monetary fines for violations after providing advance written notice to the violator, who has fifteen (15) days to remedy the violation.

Terms and Conditions

These covenants run with the land and shall remain binding on all parties and persons deriving interest from them for a period of twenty-five (25) years from the date of recording. After this initial period, these covenants shall automatically renew every ten (10) years until updated or modified. However, it is expressly understood and agreed that owners representing 75% of all lots in the subdivision may execute a written document and record it to amend, change, terminate, or correct these restrictions, either in whole or in part. Such recorded document shall be binding on all owners of the subdivision to the same extent as if signed by 100% of the owners within the subdivision, unless otherwise provided by law. For

the purpose of determining the total square footage of the subdivision, areas designated for streets, drainage servitudes, recreational areas, or any public areas shall not be considered part of the square footage.

Assessments:

Each individual, entity, or combination thereof acquiring ownership, whether explicitly stated in the deed, sales contract, or other conveyance, agrees to remit to the Covington Point Homeowners Association (CPHA) a monthly fee (Dues). Dues shall amount to one-twelfth (1/12th) of the owner's proportional share of the expenses estimated by the CPHA's Board of Directors to cover the annual costs, encompassing but not limited to:

- (a) Operating expenses for common areas and community facilities.
- (b) Administrative and management necessities, including fees for any management agent enlisted;
- (c) All taxes and assessments imposed on the CPHA or its properties;
- (d) Fire and extended liability insurance for common areas and community facilities, as well as any other relevant insurance policies;
- (e) Maintenance, replacement, repair, and landscaping of common areas and community facilities.
- (f) Funding for reserves established by the CPHA, including, if deemed necessary, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the Dues amount annually and present same to the members at the annual meeting with the proposed Dues being reflected in the Agenda for said meeting, though it may opt for more frequent intervals if circumstances necessitate by providing advance thirty (30) day notice of a special meeting for such purpose. Quarterly, semi-annual, or annual installment collections may be implemented based on the Board of Directors' resolution, rather than the monthly basis specified above.

A list of lots and corresponding Dues balances will be prepared and maintained in the CPHA office, available for inspection by any owner upon reasonable notice to the Board of Directors. Written notice of the assessment will then be sent to the members at the address of their Association property unless otherwise directed in writing. Failure of the Board of Directors to set assessments for any period does not waive or modify the provisions of this section, nor release any member from the obligation to pay assessments. The assessment set for the preceding period shall continue until a new assessment is established.

Additionally, CPHA may impose special assessments in any assessment year for specific purposes such as construction, reconstruction, major repairs, or replacements of capital improvements upon the common areas or facilities. These assessments require the assent of fifty-one percent (51%) of the current members of CPHA. A meeting shall be called for this purpose, with written notice provided to all members at least ten (10) days, but not more than thirty (30) days in advance.

CPHA shall establish and maintain a reserve fund for replacements by allocating and paying a designated amount as determined by the Board of Directors. This fund is considered a common expense and deposited in a financial institution chosen by the Board of Directors.

Any assessment levied pursuant to this Act of Dedication or any installment thereof not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors, bear interest at the legal rate. CPHA may refer such delinquent account to an attorney at law for collection by suit or otherwise. In this event, such interest, costs, and reasonable attorney's fees of not less than twenty-five percent (25%) of the sum claimed shall be added to the amount of the assessment. Additionally, every member consents to and authorizes, at the option of CPHA, the filing of a notice of assessment lien in accordance with the Louisiana Homeowners Association Act in the records of the Clerk of Court, St. Tammany Parish.

CPHA shall, upon demand at any time, furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any other party legitimately interested in the same) a certificate in writing signed by an officer of CPHA setting forth the status of said assessment and whether the same is paid or unpaid.

Upon default in the payment of any one or more installments of any assessment levied pursuant to this Act of Dedication, the entire balance of said assessment may be accelerated at the option of the Board of Directors and declared due and payable in full, together with all interest.

Dues for membership will start 30 days after the covenants are re-instated. The monthly installment of dues on the first day of each successive month or quarter as identified by the Board of Directors.