



# Homeowner Handbook

Covington Square Condominiums Owners' Association, Inc.

Greenville, NC

[www.covingtonsquare.com](http://www.covingtonsquare.com)

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## Welcome to Covengton Square Condominiums Owners Association, Inc.

Covengton Square is a quaint, 64-unit, private condominium community in the heart of Greenville, NC. Established in 2007 and completed in 2016, the community offers a clubhouse, gym, and swimming pool for residents.

The information in this handbook explains our policies and outlines what is expected from owners. This handbook also includes important information related to Covengton Square COA and supplements the governing documents of the Association. Those documents are listed below and can be found on the [Covengton Square website](#); access does not require any sign-in or password.

- Articles of Incorporation
- Declaration of Covenants, Conditions, Easements & Restrictions
- Bylaws
- NC Chapter 47C (Condominium Act)
- NC Chapter 55a (Non-profit Corporation Act)

While comprehensive, this handbook cannot cover every situation or answer every question and overtime we may need to update or change the handbook. The Covengton Square COA Board of Directors reserves the right to update or change policies at any time. If it becomes necessary to make changes to policies or the handbook, owners will be informed.

You are encouraged to read through this handbook and become familiar with contact information, policies, rules, regulations, and governing documents. If you have any questions about the information included in this handbook, please feel free to reach out to the Board of Directors for clarification.

Please be sure to visit our website ([www.covengtonsquare.com](http://www.covengtonsquare.com)), which is a repository of information regarding Covengton Square.

Yours in service,

*Covengton Square COA Board of Directors*



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## Board of Directors

The Covengton Square COA Board of Directors includes Covengton homeowner volunteers who are responsible for all operations of the Association. This includes maintaining common areas, managing budgets/fiscal responsibilities, and enforcing/complying with governing documents. The four officers and two at-large members serve 2-year terms elected every other year. The Board meets the last Wednesday of every month via Zoom. To contact the Board directly or to inquire about attending a meeting, email [covengtonsquare@gmail.com](mailto:covengtonsquare@gmail.com).

### Current Board of Directors

Name	Officer Position	Term	Contact Information
Deborah Moye	President	2025-2026	Address: 1905-101 Covengton Way Greenville, NC 27858 Email: Deborah.moye52@gmail.com
Theresa Locascio	Vice President	2025-2027	Address: 1905-102 Covengton Way Greenville, NC 27858 Email: Tlocascio@ck-attorneys.com
Gary Clarke	Secretary	2025-2027	Address: 1901-101 Covengton Way Greenville, NC 27858 Email: COVSQ_Gary_Clark@proton.me
Ryan Boyd	Treasurer	2025-2027	Address: 1904-102 Covengton Way Greenville, NC 27858 Email: Ryancovengton@gmail.com
Kay Rasch	At-large Member	2024-2026	Address: 1909-104 Covengton Way Greenville, NC 27858 Email: kay.covengton@gmail.com

## Contact Information

### Website

[www.covengtonsquare.com](http://www.covengtonsquare.com)

### Board of Directors

You can contact the Board of Directors by emailing the Board at [covengtonsquare@gmail.com](mailto:covengtonsquare@gmail.com)

### Management Company

Covengton Square COA is managed by Community Association Services, Inc. (CAS). CAS, Inc. is open Monday-Friday from 9:00 a.m. – 5:00 p.m.

#### **Community Association Services, Inc.**

P.O. Box 83

Pinehurst, NC 28370

Phone: 919-295-3791

Web: [www.casnc.com](http://www.casnc.com)

### Community Manager

Through CAS, Inc. we have a community manager dedicated to Covengton Square.

#### **Rhegan Lambert**

Phone: 919-295-3791 Ext. 1107

Email: [rhegan@casnc.com](mailto:rhegan@casnc.com)

### Emergency Contacts

In case of a life-threatening emergency, you should dial **911**.

An after-hours emergency necessitating a call from an owner to the management company would typically involve a water pipe leak, sewage back up, or fire.

Some situations, which are NOT considered emergencies, are:

- Noisy neighbors
- ACR request
- Questions about account balances
- Illegally parked cars
- Rules violations

While not emergencies, these types of situations are important but are better handled by the Community Manager during normal office hours rather than an after-hours on-call technician.

**Management Company Emergency Number: 910-295-3791**

## Amenities and Facilities

Covengton Square offers a clubhouse, gym, and swimming pool for owners and residents.

### Clubhouse

The Covengton Square Clubhouse includes a gathering space for events. Community events and homeowner meetings are held in the Clubhouse. Owners can reserve and rent the clubhouse to host personal events such as birthday parties, book clubs, etc. No political-affiliated events are allowed in the clubhouse. To book the clubhouse, fill out the [reservation request](#) on the Covengton Square website!

### Gym

The gym is in the Clubhouse. Those who wish to use the gym should enter through the pool gate and then through the back door of the clubhouse. Owners should contact the management company or Board of Directors for the code to enter the clubhouse gym. The gym includes 1 stationary bike, 1 treadmill and 2 elliptical machines. There is also space for stretching, free weights, etc. Please be sure to wipe down all equipment after you are finished with your workout.

### Swimming Pool

The pool at Covengton Square is one of the community highlights. The pool is open each year from Memorial Day weekend through Labor Day. Pool hours vary from year-to-year but are always posted by the pool and in the community newsletter. **Please refer Appendix A in this handbook or the Covengton website for a complete list of Pool Rules.**

### Newsletter

[Covengton Community News](#) is our quarterly newsletter sent out by the Board of Directors. You can find copies of current and previous newsletters on the Covengton Square website.

## **Monthly Association Fees**

As of January 1, 2025, the monthly association fees (COA dues) are \$250 per unit per month and are due on the first day of each month.

In addition to monthly dues, each owner must pay an additional \$250 reserve boost by January 31st each year.

Members who are in arrears on the payment of monthly dues or assessment fees relinquish pool, gym, and clubhouse privileges until dues and fees are paid and up-to-date.

### **What Your Dues Include**

The Board of Directors, with the help of the management company, oversees and manages the budget and controls community costs.

Your dues are budgeted in two categories: (1) Operating funds and (2) Reserve funds.

Everyday costs are cared for and covered in your monthly dues as part of the operating budget. Every unit in the complex shares in the cost of maintaining the common areas and services.

The reserve portion of your dues fund a reserve account that is maintained for unanticipated major expenses. Though the Board does anticipate and plan for major expenditures, sometimes there are unplanned events (e.g., emergencies, unanticipated repairs).

Increases in dues are governed by the Covington Square COA Bylaws. Each year, at the Annual Homeowners' Meeting, the Board reviews the individual costs for each category and submits a budget for anticipated needs for the upcoming year.

**For a complete list of services covered by monthly dues, please see Appendix B.**

### **Paying Your Monthly Dues**

Payments can be made by mail, online, or via recurring electronic payments.

#### **Payments by Mail**

For payment by mail, send payments to:

Covington Square Condominiums Owners' Association  
c/o CAS, Inc.  
Processing Center  
PO Box 94707  
Las Vegas, Nevada 89193

#### **Online Payments**

For online payments, visit [www.casnc.com/pay-dues/](http://www.casnc.com/pay-dues/) or use the link on the Covington website.

### **Recurring Electronic Payment (Drafts)**

Dues can be paid via recurring electronic draft. To set up recurring payments, you must visit [www.casnc.com/pay-dues/](http://www.casnc.com/pay-dues/) and use your CAS, Inc. issued personal account number to set up monthly payments. Please note that you can set the date you wish your dues to draft each month, but keep in mind the grace period discussed below when choosing your payment date.

### **Late Payments and Collections**

Payment is due on the first day (day 1) of each month. Your payment is considered late after the 31st. Late fees of \$25.00 are applied after the 31st. Any monthly dues and/or assessment not paid within 30 days will be subjected to interest at 18% per annum until paid in full (Covenants, Article VI, Section 6.1). After 3 months of non-payment, a lien may be placed on the property. Foreclosure on the claim of lien, pursuant to Chapter 47F of the North Carolina general statutes, will begin after 6 months of delinquency.

**See Appendix C in this handbook for our complete Collections Policy or view the policy on the Covington Square website.**

## Maintenance

### Community Inspections

Property inspections of Covengton Square are conducted twice a year by a licensed contractor. The Board of Directors receives a report following each inspection, reviews the budget, and prioritizes work orders needed to maintain the upkeep of the community.

### Termite and Pest Control

All buildings in Covengton Square have 10-year termite warranties issued in 2024 through Otho's Pest Management (now known as Rocket Pest Control). If you suspect termites in your unit, contact Rocket Pest Control immediately.

Rocket Pest Control also conducts quarterly pest control maintenance on the exterior of each building. There is no cost to have the interior of your home treated. Contact Rocket directly for an interior spray of your unit (252-227-4005).

### Other Maintenance Contractors

The COA contracts with vendors for landscaping, pool maintenance, roof repair, handyman work, fire monitoring, and sprinkler system backflow testing among others. If you have a special request or would like more information on these service providers, contact the Board of Directors.

### Service Requests (aka Work Orders)

Service Requests can be submitted through the Covengton Square website. A service request is a formal request for repair, operations, or maintenance work the Association or your unit needs. This request initiates the repairs or maintenance tasks and clarifies the details of the job. Keep in mind that depending on maintenance responsibility, the cost of the service request may be billed back to you if the maintenance conducted is owner responsibility.

### Maintenance Responsibility

The documents that govern the Association (e.g., covenants, NC statutes, etc.) stipulate maintenance responsibility between the COA and owners. Maintenance of the interior of a unit and the patio and screen porch area are the owner's responsibility. **For a full list of maintenance responsibilities, see Appendix D in this handbook or the Covengton Square website.**

### Regular Unit Upkeep

The NC Condominium Act and the Covengton Square COA covenants require that unit owners keep their unit in "GOOD REPAIR." Owners should do the following to maintain regular upkeep of their unit:

- If you are leaving the unit vacant for a length of time, cut off water and have someone routinely inspect your unit while away or vacant.

- Maintain a 55-degree minimum temperature during the months of November, December, January, February, and March of each year.
- Check for toilet leaks. Place a small amount of food coloring in the tank of the toilet, wait 5 to 7 minutes, and then check to see if a leakage from the ball and float assembly is detected. Check the floor area after flushing to see if water is evident, also check all water supply lines and drain lines to ALL fixtures. Any leaks or signs thereof are your “good repair” responsibilities.
- All icemaker waterline issues are the responsibility of the owner.
- All components of air conditioner units are to be maintained and are the responsibility of the owner. If any leaks come from any components of the air conditioner (like the supply line, duct work, etc.) are the responsibility of the owner.
- **Dryer vents are owner responsibility.** This includes cleaning dryer lines inside as well as outside vents. Use dryer vent filters and clean often. NO nonmetal vents are allowed.
- All washing machine waterlines should be replaced every two (2) years, and owners should keep receipts for proof.
- All upstairs water heaters are to have a drain pan installed that drains to the exterior of the building. The drain needs to be tested to assure drainage.
- Water heaters need to be installed by a licensed and insured contractor. The water heaters should be installed per manufacturer recommendations and meet code. Best practice is to include appropriate safety features designed to prevent water leaks. This includes use of drain pans, leak detection, drain line to the exterior of building, etc.

## Water Leaks

**Appendix E in this handbook has a complete copy of the Covington Square Leak Policy. You can also download a copy from the Covington Square website.**

### What To Do If You Have a Water Leak

First, don't panic. Follow the guidelines here and refer to the Covington Leak policy.

#### **If the leak is in your home during business hours:**

- Turn off the spigot, toilet, or water source associated with the leak.
- Turn off the main water valve to your home located in your laundry/utility room.
- If you are on the second floor, inform your downstairs neighbor.
- Call our community manager as soon as possible (see page 6). If there is no answer, leave a message and/or call the main number at CAS (910-295-3791) within the next 5-10 minutes for a management company representative.
- If you get voicemail, **leave a message, including your name, address, and phone number.**
- **If you are not able to stop the leak, call a plumber or contractor and notify the management company and the Board of Directors as soon as possible.**

#### **If the leak is in your home outside of business hours:**

- Follow the steps above and call the management company emergency line (see page 6)

#### **If the leak is from another unit:**

- Immediately let your neighbor know about the leak.
- Call our community manager as soon as possible (see page 6). If there is no answer, leave a message and/or call the main number within the next 5-10 minutes for a management company representative.
- If you get voicemail, **leave a message, including your name, address, and phone number.**
- If the leak is from a neighbor's home and they are not home AND the leak is major, call Greenville Utilities Emergency line 24/7 at **1-855-767-2482** and ask them to turn off the water to the building.
- The water main for each building is located in front of each building in a cement box in the ground with a lift lid marked "WATER." **You should only attempt to do this yourself in the case of an EXTREME EMERGENCY. In the case of an emergency, you may also call 911 and the Fire Department can turn off the water to the building.**

## Rules and Regulations

The property in Covington Square shall be used for residential use only.

All residents (owners and tenants) are required to abide by the guidelines set forth in this document in addition to the recorded Restrictive Covenants and Bylaws for Covington Square Condominium Owners' Association, Inc.

Any unit with violations noted during routine inspections will receive an initial warning letter mailed to the address on file with the management company. A second violation of the same nature or an ongoing issue that remains unresolved will result in a notice of hearing and can result in a fine of up to \$100 per day or occurrence.

### General Rules and Regulations

#### Business Activity

Owners and residents may not conduct business activity that induces customer entrance into Covington Square on a regular basis. Additionally, residents may not advertise the sale of any service, real or personal, on the premises.

Profit-making events are not allowed in Covington Square. This includes but is not limited to garage sales, yard sales, bake sales, etc. unless they are sponsored by the Covington Square COA.

#### Leases and Renters

Owners and residents are responsible for the conduct of their guests and family members and/or tenants. Payment for any damage to the common areas caused by a tenant or any fine imposed upon a tenant for rule violations, will be the responsibility of the homeowner.

**No short-term rentals are not allowed.** All leases must be at least 6 months per the COA covenants (Article IV, Section 5.6). This also includes Airbnb, VRBO, etc.

Renters are considered equal with resident owners and must abide by these rules and regulations. Section 32-3 of the City of Greenville Zoning Ordinance stipulates there cannot be more than three (3) unrelated people living together as a single housekeeping unit, whether you live in a house, a duplex, an apartment, condominium, or mobile home. The owners of the property in violation of this ordinance are subject to enforcement action up to and including the issuance of civil citations of \$50 per day for each day the violations continue.

Non-resident owners are required to promptly notify the Board of Directors with information regarding their tenants and a copy of the lease should be available upon request. Any homeowner who rents their unit must provide the Board of Directors with the name(s) and contact information for tenants prior to occupancy. A [tenant information form](#) is available on the Covington Square website.

## Common Areas and Community Spaces

Common areas and community spaces include the parking area, pool, and all grass and turf areas around each building, the gym, and clubhouse bathrooms.

- No abusive or offensive language is allowed anywhere in the common areas.
- No parties are allowed in the common area or pool unless the Association authorized the event, and the clubhouse has been rented.
- Smoking and/or vaping is not allowed in the common areas at Covengton Square. Ashtrays, cigarette butts, or other refuse shall not be dumped in the common areas except in designated dumpsters. This is a fire hazard.
- All residents must clean up after using community space including all lawn areas and around the pool.
- Nothing may be left out at the pool or clubhouse overnight. Any items left overnight risk being disposed of.
- Common areas may be used for playing so long as it does not destroy the grass or plantings and is not too loud as to become an annoyance or nuisance to the neighborhood. No items (basketball goals, soccer goals, etc.) are to be placed in the common areas, including the parking lot.
- It is illegal to discharge any weapon, including air rifles and BB guns. Use of fireworks and laser devices are also prohibited. Any offense of this nature should be reported to law enforcement immediately.

## Signs and Flags

All For Sale, For Rent, Open House or other signs shall be placed in the shrubbery bed near the entrance of the unit. Permission is required to place any sign in the community. **The management company or Board of Directors must be notified prior to any sign being put in place.** When a unit is sold, please contact the management company immediately to provide them with the new owner's name and contact information, as well as the closing date and closing attorney. All units should be fully insured, and minimal utilities must be maintained at all times, including periods of vacancy.

Display of one political sign is permitted in one window or in the shrubbery bed near the entrance of the unit no earlier than 45 days prior to the day of the election and must be removed no later than 7 days after an election day. All signs should not exceed 24 inches x 24 inches. Any additional signage must first receive Board approval. Signage of any nature is prohibited on the common areas and will be removed without notice. Only one sign per unit is allowed at all times.

Per NC Statute 47C, owners are allowed to freely display the U.S. or N.C. flags.

## Grills

Section 504.8 of the North Carolina State Fire Prevention Code prohibits outdoor grilling within ten (10) feet vertically and horizontally of all occupants. The ten (10) feet of clearance also applies to combustible materials such as pine straw, pine bark, and other combustible landscaping materials. Any damage to the patio or the common areas because of heat and fire from the grill will be the responsibility of the homeowner.

- Grilling is ALLOWED on the grass areas more than ten (10) feet from the building and any combustible materials.
- Grilling is strictly PROHIBITED on the second-floor porches. Upstairs owners' may store grills at the entry of their units, as long as this does not block any areas of entrance for other residents.
- Grilling is also not allowed in the parking lots, at the front entrance of the building, or in the walkway of any building.
- Electric grills are another option and have no restrictions.
- CHARCOAL GRILLS ARE STRICTLY PROHIBITED.

Violations of the grill policies should be reported to the Pitt County Fire Marshall by calling 252-902-3952.

## Trash, Dumpsters, and Recycling

The trash dumpsters and recycling bins in the community are **owned** by the Association and serviced by the City of Greenville.

- All trash items are to be placed inside the proper receptacle (dumpster or recycle bins). Both household and pet waste must be in closed plastic bags.
- Boxes for recycling should be broken down before being placed in the recycling bins.
- Paint cans should be open so the paint can fully dry and harden. Closed containers will not be collected. Place empty cans or completely dried cans in a dumpster with lids off.
- Bulky items (e.g., furniture, mattresses, etc.) are picked up **by appointment only**. *If you leave a bulky item beside the dumpster, you must contact the City of Greenville Sanitation Department via the City Compass App, through their website [www.greenvillenc.gov](http://www.greenvillenc.gov), or by calling 252-329-4522 to arrange for pick up.*
- Place bulky items by the dumpster **AFTER** the items are reported to the city for pickup.
- Discarded appliances, water heaters, flooring, carpet, and all construction debris must be removed by the installer or the resident must take it to the landfill. *The City of Greenville will not remove these items!*
- Parking in front of dumpsters is prohibited and vehicles are subject to towing at the owner's expense.

## **Vehicles and Parking**

The speed limit is 10 MPH. Please be aware of pedestrians!

There is no assigned parking in Covington Square. No spaces are deeded or assigned to any units. As a courtesy to all residents, only **two** vehicles are permitted to be parked outside each respective unit. Extra vehicles owned by residents or guests visiting, **MUST** be parked in designated visitor spaces on both sides of the clubhouse.

All cars, no matter where they are parked, **MUST** have current license/inspection stickers, and should remain in drivable condition (this includes keeping tires inflated).

Vehicle repair or maintenance is not permitted within Covington Square.

All vehicles must be parked within lines of designated parking spaces. Parking across lines is **NOT** allowed.

Parking on any grassy area, tree line, or street could result in towing without notice at the owner's expense.

Parking in handicapped spaces without proper documentation represented is prohibited. If anyone is found to be parked in a handicapped parking space without a handicap plate or placard on rear-view mirror, City of Greenville Parking Enforcement should be notified immediately at (252) 329-4315.

Only passenger cars and/or trucks of one-quarter ton capacity or less shall be permitted to utilize parking spaces. Boats, trailers, recreational vehicles, and large trucks exceeding one-quarter ton capacity are prohibited.

## **Noise**

No obnoxious or offensive activity that may become an annoyance or nuisance in the neighborhood is allowed. Radios, stereos, televisions, and pets should not be heard louder than the normal conversational level in another unit. Loud noise should always be avoided, especially between the hours of 11:00 p.m. and 8:00 a.m. If noise is a problem, refer to City of Greenville Ordinance regarding noise levels. Any concerns of suspicious or illegal activities **MUST** be reported to Law Enforcement as the COA has no authority over these issues.

## **Smoking/Vaping**

Smoking and/or vaping, including marijuana smoking, is not allowed in the common areas at Covington Square. The COA has no authority to confront a resident regarding smoking marijuana inside their unit. Condos share some ductwork, and smoking marijuana can become a nuisance to homeowners and tenants in the building. This type of complaint should be made to the Greenville Police Department (252) 329-4315, not the COA.

### **Personal and Decorative Items**

**All personal property is to be stored within the porch areas ONLY.** Items are not allowed to be stored anywhere outside nor are they permitted at the entrance ways to the units. **All decorative items in front of units must be well maintained at all times.** If any complaints are received, the Board of Directors reserves the right to request removal of any items.

Patio furniture, decorative items, and potted plants are allowed on porches or patios. Water hoses must be disconnected from the building after each use. Water hoses must be stored neatly on a caddy or hose bin and discreetly near the unit. Bicycles and grills should not be stored in the flower beds. Skateboards, rollerblades, scooters, and bikes are not allowed on the sidewalks in front walkways. Use of sidewalk chalk on common areas is prohibited.

### **Window Treatments**

Window blinds on all sides of the home must be properly maintained by the homeowner. Blinds that are damaged, missing slants, bent, etc. must be replaced or repaired immediately. Patio shades/blinds may be white or beige/neutral in color and must be maintained and regularly cleaned by the owner to ensure appropriate aesthetics throughout Covington. Only curtains or venetian blinds should cover the windows. No flags, banners, or other colorful material may be used as drapes, curtains, or coverings.

### **Outdoor Water Usage**

The Association pays the monthly water/sewer for the outside of the building spigots in Covington. Once the bill is received, the totals are compared for the usage each month. To prevent high water bills due to wasted water, excessive use of water for watering outdoor plants or washing cars is discouraged.

Water hoses should be stored properly on stationery or portable reels inside the flower bed. They may NOT be laid out on the ground.

### **Animals and Pets**

No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except dogs, cats, or other household pets, not to exceed a total of two (2) dogs or two (2) cats, but no more than three (3) total.

- Only house pets are allowed at Covington Square.
- The City of Greenville has a 24-hour leash law. Dogs must always be leashed and accompanied by the owner while in the common areas. Dogs should not run free and may not be staked in the common area. The dog owner/pet sitter must be present whenever a dog is outside the unit. This is for the pet's safety as well as the safety of persons and property.
- No pet is to be kept outside the building in a cage, pen, fence, or on a tether.

- No dogs may be staked in the common area. This includes the front columns of the unit, as well as the patio.
- Pets are not allowed inside the fenced pool area. Service animals are allowed with documentation.
- Do not allow dogs to urinate on the shrubs or air conditioner units, as they are easily damaged by dog urine. Pets may not urinate on trees, shrubbery, or in the grassy entrance areas to buildings.
- Cat owners are required to restrain their cats and NOT allow them to roam free.

### **Pet Nuisance**

Owners of pets shall remove the animal from the premises immediately if it emits excessive noise (e.g., barking, howling) or becomes a nuisance such as scattering trash, disturbing trash cans, or physically attacking others. Per the Pitt County Animal Nuisance Ordinance, a dog or cat or groups of dogs and cats shall be considered a nuisance if any of the following occurs:

- frequent, habitual howling, yelping, barking, fighting or making of other noises which disturb the neighborhood;
- chasing, snapping at or attacking a pedestrian, bicycle rider or vehicles;
- turning over garbage containers, damaging gardens, flowers or vegetables;
- running at large while in heat;
- by virtue of number or type is offensive or dangerous to the public health, safety or welfare;
- or any act, noise or condition created which is offensive to people or destructive of real or personal property.

### **Pet Waste**

No one likes to see piles of dog waste or smell its odor from our windows or patios. Granted, there are dog owners who consistently “pick up” after their dogs, and do not cause unpleasant problems for others. Each owner is responsible for removing waste made by his or her pet.

Pet owners are responsible for removing and properly disposing of pet waste wherever it is deposited, including deposits on the pet owner’s property. Plastic bags containing the waste are not to be left outside on the ground, or in or behind bushes, in open containers outside, or at front porches. Pet deposits are not allowed around the side or back of trash dumpsters.

## **Architectural Change Requests**

Owners may not change or alter the exterior of their unit or building. If you wish to make an exterior change or alteration, you must submit plans and specifications showing the nature, kind, shape, height, materials, and location to the Board for review and approval. Architectural Change Request (ACR) forms can be found on the Covington Square website and should be filled out in their entirety describing any proposed plans or changes. The Board of Directors will review the ACR request and get back to the owner in a timely way with a decision.

No painting or staining of exterior bare wood surfaces is allowed. Only the application of a clear exterior wood sealant may be used to preserve your front door in a manner that maintains its natural wood qualities and appearance.

## **Plantings and Personal Landscaping**

No flower boxes may be installed on the front of the unit. No gardens or personal plantings are allowed in the common areas. All flower beds must be consistent in mulch and rock product. No personal trim is allowed. No more than five (5) pots or planters are allowed by first-floor patio doors. Solar lights are discouraged. Statues and lawn ornaments are prohibited. **All landscape modifications must be approved by the Board of Directors** by completing the Architectural Change Request form on the Covington Square website.

Under no circumstances are residents to plant any trees, shrubs, or flowers in the common areas. Residents may NOT plant winter rye grass in front of their unit. Unobstructed access for mowing the exterior of the unit's grounds must be provided by all units.

## **Storm Doors and Windows**

Storm doors may be installed on the front entrance or side entrance of any unit **with prior approval**. Both storm doors and replacement windows require prior written approval from the Board of Directors. A/C window units are prohibited.

## **Satellite Dishes**

If you are interested in putting up a satellite dish you must submit an ACR request. The request should include the size of the dish, the installation company name, and where the dish will be installed. No satellite dishes are to be installed on the building/fence or on the common ground. Any satellite dishes that are not approved or on the common grounds can be removed by the Board of Directors.

## **Seasonal/Holiday Decorations**

Seasonal/holiday decorations may be appropriately displayed during that seasonal time frame and must be confined to the unit's shrubbery/flowerbeds and the area around the front door. Holiday decorations should be removed within 10 days after the holiday.

## **Procedures for Complaints**

Any Covengton Square Community Member who personally witnesses a violation of the policies in this handbook or in our governing documents may file a complaint to the Covengton Square COA Board of Directors in the following manner:

- Submit a complaint to the Covengton Square Board of Directors within ten (10) days of any alleged violation. Such complaint must be in writing via email and include the following:
  - a. Name of and contact information for the homeowner submitting the complaint,
  - b. A detailed description of the alleged violation,
  - c. The name/unit number related to the alleged violation,
  - d. Any evidence (e.g., photographs) related to the violation.
- Once the complaint is received and reviewed, the Covengton Square Board of Directors will notify the owner of the alleged violation and investigate. The Covengton Square Board of Directors will prepare a written report with findings of fact and a determination as to whether the alleged violation is true based upon a preponderance of the evidence.
- If the written findings indicate that a violation has occurred, then the Covengton Square Board of Directors, or person duly authorized by the Covengton Square Board of Directors (e.g., Management Company), will notify the owner in violation in writing and order the violation be abated within 10 days by whatever means may be necessary. Failure to abate the violation within 10 days may result in a violation fine of \$100.
- Any party may appeal the written decision of the Covengton Square Board of Directors to the Covengton Square Board of Directors by providing written notice of the appeal to the Covengton Square Board of Directors within 10 days of the date of the written decision. The Covengton Square Board of Directors shall hear any timely requested appeal within a reasonable period and may affirm or reverse the written decision of the Covengton Square Board of Directors.

## **Insurance**

### **Master Policy**

Per Article VIII of the Covengton Square COA covenants, the Association maintains a master casual insurance policy Covengton Square property and public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, and the managing agent. In addition, a worker's compensation policy was adopted in 2023 to align with Section 8.4 of the covenants. While we do not have any employees per se, statutorily the NC labor laws define any vendors we hire as employed by the COA. Having a worker's comp policy protects the Association from having to pay wages if some working was injured on site.

Our master policy is available for review through our local insurance agent. Please contact the Board of Directors or the Community Manager for more information.

### **Personal Insurance Requirements**

As also addressed in Article VII of the covenants, each unit owner is encouraged to obtain personal insurance to the extent and in the amounts deemed necessary to protect their own interest, cover personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable. Purchasing personal insurance is at the expense of each owner. We cannot express enough the importance of each unit to obtain and keep an HO6 policy, which covers the homeowner's personal property, with a \$5,000.00 assessment rider to protect the owner. We know this is not required by the Declarations but is HIGHLY advised. The association does not absorb the deductible, cost is levied to the involved unit(s).

## Appendices

## Appendix A – Pool Rules

### Covengton Square Condominiums Owners' Association, Inc. Pool Rules

Per Exhibit D of the Covengton Square Covenants  
Language revised for this document December 2023

1. At the beginning of the pool season, notice will be posted at the clubhouse regarding pool opening and days and times of admittance.
2. Use of pool and fitness facilities is restricted to Residents of Covengton Square Condominiums and their guests. Owners who rent out their unit relinquish personal pool privileges so that their tenants/occupants can enjoy the pool.
3. Neither residents or their guests shall have pool or clubhouse privileges if Association dues and assessments for their Unit are delinquent.
4. Unit Owners will be given an access code for entry to the pool.
5. A maximum of four (4) guests per Unit are allowed at one time.
6. All guests must be accompanied by a Resident at all times while at the pool or clubhouse.
7. Abuse of guest privileges may result in loss of pool and clubhouse facilities and/or a fine of \$25.00 for the first violation, \$50.00 for a second violation, \$100.00 for a third violation and any subsequent violation. Any unpaid fines shall be an additional added assessment on the violator's Unit.
8. No person whose pool and clubhouse privileges have been suspended for any reason may be a guest of any other person with privileges.
9. A Resident eighteen (18) years of age or older must be present or responsible for guest or resident children under the age of sixteen (16).
10. Children in diapers are not permitted in the pool unless such diapers are specially designed for submersion in water. Diapers may not be disposed of at the pool site or in the clubhouse restrooms. Diapers must be taken with the owner, occupant, or pool guest when leaving the pool. The pool must be closed and sanitized if contaminated by feces; because this is expensive and prevents other Unit Owners, Tenants, and their guests from using the pool, violators will be instructed to leave the pool area until they comply with this rule. Repeat violators will lose pool privileges and those privileges may be reinstated only upon application to and approval by the Board of Directors.

11. Persons with infections or contagious health conditions must not use the pool. Swimmers with skin lesions, inflamed eyes, or discharge from the nose or ears, open blisters or cuts will not be permitted to enter the water. No bandages are allowed in the water.
12. ALL PERSONS USING THE POOL FACILITIES DO SO AT THEIR OWN RISK. No lifeguard will be on duty.
13. During inclement weather, such as lightening or thunder, or other conditions hazardous to swimmers, the Board of Directors is authorized to close the pool. Under such conditions, everyone is required to leave the pool area.
14. The Board of Directors has the authority to use discretion to maintain pool safety and etiquette, but neither the Declarant nor the Association shall be liable for injuries sustained by persons using the pool or pool area.
15. Posted rules must be observed at all times. The rules should be consulted frequently as they are subject to change.
16. Proper swimming attire is required at all times. No cutoffs are permitted in pool. Wet swimsuits are not allowed in the clubhouse.
17. Screaming, boisterous conduct, unnecessary splashing and throwing a ball or other objects in the pool or pool area are not permitted.
18. Life preservers, when worn for safety, are permitted in the pool. Other flotation devices are not allowed.
19. Food is permitted on the deck area only and may not be eaten at the pool's edge or in the water.
20. No alcoholic beverages are permitted in the pool area.
21. No glass containers are permitted in the pool area.
22. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the pool area and will be asked to leave.
23. Trash must be disposed of in the receptacles provided, and recyclable items should be placed in the proper recycle containers located outside the pool area.
24. Smoking is not allowed in the pool area or in any part of the clubhouse.
25. Personal electronic devices (including without limitation, radios, MP3 players, iPods, phones, etc.) may be used in the pool area with individual headphones only.

26. Animals, with the exception of service animals (such as seeing-eye dogs), are not permitted in the pool area or in the clubhouse.
27. Pool furniture must remain within the pool area. Additional furniture may be brought to be used at the pool, but must be taken out of the pool area before closing each night. Clubhouse furniture may not be used in the pool area.
28. Replacement or repair costs for any damaged pool or clubhouse property will be charged to the person or persons responsible. Parents are responsible for any damage caused by their children, and Unit Owners and Tenants are responsible for any damage caused by their guests.
29. All injuries must be reported to the Board of Directors immediately.
30. Any Unit Owner or Resident wishing to use the pool and/or clubhouse facilities for special events must contact the management office and make reservations. Reservations can also be made through the Covengton Square website ([www.covengtonsquare.com](http://www.covengtonsquare.com)).



## Appendix B – Services Covered by Monthly Dues

### Covington Square Condominiums Owners' Association, Inc. Dues Explanation

Effective: December 2023

The Board of Directors, with the help of the management company, oversees and manages the budget and controls community costs.

Your dues consist of two categories: (1) Operating and (2) Reserve funds.

Everyday costs are cared for and covered in your monthly dues as part of the operating budget. Every unit in the complex shares in the cost of maintaining the common areas and services.

The reserve portion of your dues fund a Reserve account that is maintained for unanticipated major expenses. The Board does anticipate and plan for major expenditures, but sometimes there are unplanned events (e.g., emergencies, unanticipated repairs).

Increases in dues – both Operating and Reserve – are governed by the Covington Square COA Bylaws. Each year, at the Annual Homeowners' meeting, the Board explains the individual costs for each category and provides a budget for the next year's anticipated needs.

#### What Do I Get for My Operating Dues?

##### Common Areas & Building Maintenance

- Area Lighting
- Roofs and Gutters
- Outdoor & Indoor Pest Control
- Building Siding
- Parking Lot Maintenance

##### Utilities (City Service)

- Water & Sewer
- Electricity (Common Areas & Clubhouse)
- Natural Gas

##### Grounds

- Routine Landscaping
- Tree & Shrub Removal
- Landscaping Improvements

##### Administration

- Association Management
- Postage, Printing, Office Supplies
- Legal

##### Recreation

- Clubhouse Maintenance & Cleaning
- Pool Maintenance
- Fitness Center Maintenance

##### Insurance

- Casualty and Liability
- Worker's Compensation



## **Appendix C - Collections Policy**

### **Covington Square Condominiums Owners' Association, Inc. Payment and Collection Policy**

Revised: December 2023

The Covington Square Condominiums Owners' Association Board of Directors has the obligation to oversee the collection of all Association dues and special assessments in a timely manner. This document includes the policies and procedures concerning the collection of delinquent assessment accounts.

#### **Due Date for COA Dues**

COA dues are due on the first day of each and every month, and are considered late after the last day of the month (30th or 31st). Payments can be made by mail, online, or via recurring electronic payments.

#### **Payments by Mail**

For payment by mail, send payments to Covington Square Condominiums Owners' Association c/o CAS, Inc. Processing Center, PO Box 94707, Las Vegas, Nevada 89193

#### **Online Payments**

For online payments, visit [www.casnc.com/pay-dues/](http://www.casnc.com/pay-dues/)

#### **Recurring Electronic Payment (Drafts)**

Dues can be paid via recurring electronic draft. To set up recurring payments, you must visit [www.casnc.com/pay-dues/](http://www.casnc.com/pay-dues/) and use your CAS, Inc. issued personal account number to set up monthly payments. Please note that you can set the date you wish your dues to draft each month, but keep in mind the grace period discussed below when choosing your payment date.

#### **Returned Bank Items**

All returned bank items will be subject to a \$35.00 Returned Bank Item Fee.

#### **Courtesy Late Statements and Homeowner's Responsibility**

If your payment is late, a late notice is sent and late fees are applied. It is the homeowner's responsibility to pay monthly COA dues on the first of each and every month. It is also the homeowner's responsibility to pay each late fee that is assessed, regardless of the receipt of the monthly late statement. It is the homeowner's responsibility to provide written notice of any changes in the billing address, and/or change(s) in the title of the property, as well as stopping any draft payments.

#### **Special Assessment Due Date**

Special Assessments shall be due on a date specified by the Board of Directors in a notice imposing the assessment. (Due date: Minimum thirty (30) days after the assessments in imposed).

### **Payment Receipts**

Owners can request a receipt from the Association by asking the management company.

### **Closings**

Should a unit sell, and the closing attorney or realtor does not contact the management company to research the dues owed on said unit's account, the balance owed (if any) will be assumed by the: (1) new owner (2) closing attorney (3) realtor(s) or (4) prior owner.

### **Payment Plan Policy**

1. Request by homeowners for payment plans to cure delinquencies will be considered by the Board of Directors on a case-by-case basis. There is no guarantee written or implied that a payment plan will be granted. The Board of Directors has sole discretion whether to approve a requested payment plan.
2. The submission of a payment plan request to the Board of Directors does not delay collection proceedings, does not constitute a waiver by the Association of any default, and does not relieve the owner of the obligation to pay all assessment, late charges, legal fees, collection costs, and interest when due.
3. The homeowner must submit the request in writing, and not later than fifteen (15) days of receipt of the Pre-Lien demand letter. The homeowner should describe in the request any circumstances the Board of Directors should consider. The homeowner should also attach to the proposed payment plan a check for the amount of the first payment as proposed in the payment plan.
4. If the owner wishes to submit a payment plan request after the owner has been contacted by the Association's attorney regarding the delinquent account, the request for a payment plan with all attachments should be remitted by the owner directly to the attorney.

### **Delinquency Policy and Collections**

- Payment is due on the first day (day 1). Your payment is considered late after the 31<sup>st</sup>. Late fees of \$25.00 are applied on the 31<sup>st</sup>.
- The first late notice is sent after late fees are applied.
- After day 60, a final late notice is sent.
- After day 90, a pre-lien demand letter is sent. The pre-lien demand letter is a demand for payment and offers the homeowner fifteen (15) days to pay the debt in full without incurring attorney's fees and costs associated with the collection of the debt. If the debt is not paid in full within fifteen (15) days from the date of said letter, the account will be turned over to an attorney. The pre-lien demand letter will be sent via first class mail to all owners of record itemizing all amounts due. The pre-lien demand letter via first class mail will be sent to the: (1) address on record, (2) unit address, and (3) address on file with the Pitt County Tax Office.

- If there is no response to the pre-lien demand letter within the 15 days, the account is sent to the attorney.
- The attorney will send a demand letter, which includes a 10-day grace period. Attorney fees are paid by the homeowner.
- If there is no response to the attorney demand letter, a lien is placed against the homeowner's property. A letter demanding payment including attorney fees is sent to the homeowner with a copy of the lien. The grace period for payment is 30 days. The homeowner is responsible for all legal fees associated with filing a lien and/or collections.
- After this 30 day time period, the foreclosure process begins. Foreclosure authorization from the Board of Directors is obtained prior to the foreclosure hearing.

At any time before the 90 days, the owner can work with the management company to put a payment plan in place. Homeowners are expected to fulfill any commitments made in a payment plan. This is generally a one-time opportunity.

After an account is turned over to the attorney, the community manager, management company staff, or the Board cannot enter dialogue with the owner regarding the account. The attorney will be the only contact for the owner regarding this situation.

Until the account is current, all checks must be sent to the attorney, not to the management company or to a Board member. Any check sent to the management company will be forwarded to the attorney. Payment will be considered received when it is in the attorney's office. The account is not current until all fees are paid to the attorney at which time the lien will be cancelled and the file closed.

### **Foreclosure**

Any time after four months (4) or (120) days past due date, the Association may file foreclosure on the property. Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in a Board Meeting and note the approval in the regular minutes of the Association to include either the address of the property or the homeowner or both. The Board of Directors also has the option to turn the account over to the attorney for collections as per the attorney recommendations. Water damage assessments are not to be included in these arrears unless the Board of Directors chooses to do so.



## Appendix D - Maintenance Responsibility Chart

### Covington Square Maintenance Responsibility Chart

Effective: December 2023

*It is important to note that even if the COA is responsible for maintenance, there are times when assessments are necessary to cover the costs for capital improvements (e.g., roof replacements). Please check the Covington Square website for updates related to this responsibility chart.*

	COA	Owner
Accessories & Fixtures within Unit		X
Annual Termite Inspection	X	
Appliances		X
Area Lights	X	
Balconies/Porches		X
Ceiling (interior repairs, painting, etc.)		X
Clubhouse	X	
Common Area Pipes, Plumbing, Wiring	X	
Common Area - any damages resulting from negligence of vandalism by resident	X	
Common Area Planting / Shrubs	X	
Common Area Walkways and Stairs	X	
Doors (front/patio/screen/interior, etc.)		X
Doorbell		X
Dryer Vents (cleaning and maintaining)		X
Electrical Receptacles (inside & out)		X
Exterior Building Lights		X

	<b>COA</b>	<b>Owner</b>
Exterior Building Lights		X
Exterior Building Surfaces	X	
Exterior Doors		X
Exterior Paint	X	
External Electrical Lines	X	
External Phone Lines	X	
Fixtures & Valves		X
Flooring		X
Floors		X
Grounds (Landscaping)	X	
Gutters & Downspouts	X	
HVAC - Clubhouse	X	
HVAC & Personal Vents		X
HVAC Replacement and/or Repairs (in unit)		X
Insulation	X	X
Insurance-Interior		X
Interior Paint		X
Landscaping	X	
Insurance - Building Exterior, Property, Liability	X	
Mailboxes	X	
Negligence or vandalism by resident		X

	<b>COA</b>	<b>Owner</b>
Painting - Exterior and Common Area	X	
Pest Control	X	
Plumbing w/in unit		X
Plumbing w/in wall	X	
Pool	X	
Replacement Window Blinds		X
Roof Repairs & Replacements	X	
Sewage & Sanitation Connections in Unit		X
Sheetrock/Wallboard/Paneling		X
Shrub & Tree Removal	X	
Sidewalk / Driveways / Parking Area	X	
Siding	X	
Storm Doors		X
Subflooring		X
Subfloors		X
Sunrooms		X
Trash Pick Up	X	
Walls (Interior partitions)		X
Windows (panes, casements, and frames)		X
Window Screens		X
Window Treatments		X

## Appendix E – Leak Policy

### Covengton Square Condominiums Owners' Association, Inc. Leak Policy

Effective: January 2017

Updated: November 2023

We provide emergency services 24 hours a day, 7 days a week. Our management company will respond to all emergencies.

In the event of a water damage to a building or a leak, call our community manager at the management company (see page 6). If it is not answered leave a message and/or call the main number within the next 5-10 minutes for a management company representative.

When the management company receives a call from a homeowner reporting a physical damage primarily relating to water damage, the following actions are initiated and completed per the approval of the Covengton Square Board of Directors.

1. Upon receiving an emergency water damage call, the management company will dispatch a plumber to respond to the problem or issue as well as telling the homeowner/tenant to cut the water off.
2. The management company will contact the owners/tenants of any units that are involved in the leak to get the plumber in to investigate. If the management company can't speak with a homeowner/tenant, the management company has a right to call a locksmith to the unit to open the unit up for the plumber. The cost of the locksmith is a minimum charge of \$75 and it will be billed back to the owner per board approval. **It is the responsibility of the owner to keep the management company updated with their contact information.**
3. Upon arrival to the property, the plumber will follow the below procedures.
  - a. Plumber will locate the source of the leak and will try to "stop" the water from causing further damage.
  - b. Plumber will let the management company representative know where the leak was coming from so the representative can determine who is responsible for the damage and repair (Covengton Square COA or Owner). Pictures will be taken by the plumber to be shown to the management company for their files.
  - c. If it is determined that it is an COA repair, the plumber will go ahead and repair if possible. If it is an Owner repair, the owner will be notified what the cause of the leak was and that it is their responsibility to hire a person to get it repaired ASAP.

- d. Before the plumber leaves, an initial assessment of the damage will be made - is water extraction needed and what has been damaged by the water that will need to be repaired. The plumber will notify the representative of the management company and let the representative know what the assessment of the damage was.
- e. If the water damage is the responsibility of the association and water extraction is needed the management company representative will call out a mitigation contractor to start the extraction of water and the drying process.

If the water damages another unit but it is determined that the Owner of the unit where the leak originated is responsible, the management company representative will call out a mitigation contractor to start the extraction of water and the drying process. Upon approval of the Board this will be billed back to the owner of the unit of where the water damage originated.

If the water damages only the unit that it originates in and it is determined that the Owner is responsible for the repair, the owner will be responsible to call any mitigation contractor within the next 24/36 hours to start the extraction of water and the drying process.

- f. In all cases, the mitigation contractor will take pictures to support the findings and the damages.
4. If the damages and repairs are the responsibility of the OWNER, the management company will suggest to that owner to contact their insurance agent to inform them of the situation.

The Master Insurance Policy has a deductible of \$5,000.00 and only makes repairs to bring the unit back to its original construction. If the unit has "betterments" the owner or owner's insurance is responsible to pay the difference. If the homeowner places a claim or if the Association places a claim, the owner could be assessed the \$5,000.00 deductible from the COA Board. Placing claims on the master policy can lead to premiums rising and/or the insurance company dropping the COA.

5. If the damages and repairs, in their unit, are the responsibility of the OWNER, the OWNER has up to 7 days from the day the water damage occurred to start getting the unit repaired. If this does not happen, the Association could intervene and decide to repair the unit back to its "original" construction and bill the owner back the costs of the repairs.

If this is a repeated leak within 8 days from the original leak (in the same location), there will be no coverage under the COA's insurance policy.

If the damages and repairs are the responsibility of a UNIT OWNER, but in a unit other than the responsible owner's unit, after the drying process is done the management company will issue a work order to a contractor of the Board's choice to make the necessary repairs to the unit back to its "original" construction. The Board will then assess the cost of the repairs to the owner who is responsible for the repairs.

If the damages and repairs are the responsibility of the ASSOCIATION, the management company will issue a work order to a contractor of the Board's choice to make the necessary repairs to the unit back to its "original" construction.

### **Responsibilities of the ASSOCIATION**

1. If a leak originates in a common element or due to the acts or omissions of the Association or its agents.
2. If a pipe bursts between the walls of the units, or outside the walls.
3. If a pipe bursts in the ceiling.

### **Responsibilities of the OWNER**

1. Leaks originating within the unit boundaries due to the acts or omissions of the owner, tenant, agent, or guests.
2. Leaks that cannot be attributed to the acts, omissions of a unit owner or the Association, damages to the limited common element itself (Elements of condominium living units that are assigned to specific tenants but are still considered to be property of the condominium. Limited common elements can include front doors, balconies or windows. They can also extend to parking places and boat slips.), will be repaired by the Association; however the cost associated with these repairs will be assessed to the unit.
3. If a leak originates from inside the unit
4. If a leak originates from a toilet, sink, shower, tub, washing machine, water heater, HVAC, or garbage disposal.
5. If a leak originates from a supply line inside the unit from an icemaker, A/C, HVAC, etc.

**Note:** This policy can be changed at any time at the discretion of the COA Board of Directors. In the event the policy is changed or modified, owners will be notified.

