



# Civic Improvement Association

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Special Meeting

10.30.22



# Welcome & Introductions

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# Special Meeting Purpose

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Background & History – How/why the amendment came to be

The process we followed to get these changes enacted

Alleviate any confusion on the new language

To answer any questions



# Agenda:

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Background & History

The Amendment Process

The Amendment Itself

- Budget Remarks
- FEMA Lot Remarks

Q&A

Concluding Remarks





# Background & History

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Challenges & Solutions

# Background & History:

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Since 2018, the board has openly recognized that a budget of \$250/home/year is not financially sustainable long term for our community.

A part of the back story includes that for a very long time, Quakers Landing was receiving steeply discounted landscaping services from a resident-owned company. When this resident moved and sold their company, we lost our formidable discount.

Right about that same time, the volunteering residents that lovingly cared for our medians, cul-de-sacs, and esplanades were no longer able to volunteer in their same capacity.

At that time the neighborhood took on an increased number of spaces to maintain, and we lost our discount to maintain them.



# Background & History:

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Additionally, things like deferred maintenance on items like the sprinkler system and the entryway fence, the entrance itself, and the cost of professional services, (which we have included in recent budgets) were/are all adding up.

The dues increase was/is needed NOT to do something new, like build a swimming pool -- it was necessary to **continue** doing what the board had been doing and IS required to do into the future.



# Background & History

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The board diligently sought bids (and continues to price compare) and hired a new company to care for our community spaces.

We are pleased to announce we have the most affordable companies doing all our work, including active board members have been volunteering their time, contributing labor. From planting our flowers and pulling weeds, to sprinkler head maintenance, to manually turning on and off the sprinkler with the timer issues, we've have even been donating our time, talent and office supplies.

Neighbors, The cost of maintenance and operations for our neighborhood (coupled with inflation over time for the **many years** we have not increased dues) has far exceeded our budget at \$250/household.

Recognizing this problem, we set out to implement a sustainable plan for our community finances.





# Background & History:

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**NOTIFICATION OF ANNUAL MEETING  
FOR QUAKER'S LANDING CIVIC  
IMPROVEMENT ASSOCIATION**

**WHEN:** Thursday, November 14, 2019, 7 p.m.

**WHERE:** Chamber of Commerce  
1100 S. Friendswood Drive  
Friendswood, Texas 77546

**WHY:** 2018-19 Accomplishments, Election of 2020  
Board Members, Approval of 2020 Budget

This year, the Board also intends to discuss and solicit feedback on proposals to amend the deed restrictions, increase annual dues, and improve the HOA's enforcement authority. We will not be voting on these proposals at the meeting. Any amendments to the deed restrictions will require the approval of a majority of lot owners in Quaker's Landing. Residents are encouraged to attend and participate.

Please Register on Your NEW Website:

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

Simultaneously, we were recognizing some areas of our deed restrictions that needed addressing to both improve and clarify; particularly in our enforcement section.

Since we were going to have to pay for legal services to amend our assessment language, we solicited neighborhood opinions on other areas of our deed restrictions that could/should be updated at the same time...



# Background & History: 2019

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In 2018 the board began discussing a sustainable forward plan to address our financial issues.

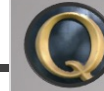
In **November of 2019**, we opened our amendment process with a 30 day open comment period following our Annual Meeting.

We then began drafting our amendment. Our goal was to begin collecting signatures that spring (2020), however due to COVID we were unable to progress...

In 2021, social distancing protocols were still a limiting factor.

This year was the first year we were able to collect signatures, respectively, the board picked up where we left off...

\*Full Annual Meeting Presentations/Newsletters are available to review at this meeting or upon any request.



## AGENDA

- Introductions
- 2019 Accomplishments
- Review and Approval of the 2020 Budget
- Discussion of Proposed 2020 Amendments
  - Information will be provided tonight and posted online
  - We ask that you provide feedback over the next 30 days
- Election of 2020 Board

**2019**



## COVID & OTHER IMPACTS

- Suspended the Proposed Deed Restriction Amendments
  - Economic Uncertainty
  - Social Distancing Restrictions
- No Socials since March

**2020**



## COVID & OTHER IMPACTS

- Last Year: Suspended Proposed Deed Restriction Changes
  - Economic Uncertainty
  - Social Distancing Restrictions

**2021**





# The Amendment Process 2022

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Leading up to Today...

# The Amendment Process

- **November 2021**, we discussed our upcoming actions at the annual meeting.
- In **April 2022**, we asked our attorney to edit the draft.
- In **June 2022**, we received a final copy.
- **September 9<sup>th</sup>, 2022**– Community notice was mailed to every homeowner.
- **September 12<sup>th</sup>, 2022** The amendment was posted on our website homepage (“Proposed Deed Restrictions”) available for all to view.
- **September 13<sup>th</sup>, 2022**– We began the door-to-door process of collecting signatures.



Mon, Sep 12, 4:42 PM

Rhonda is awesome! You can click "proposed deed restrictions" on the web site to read the amendments 🙌





# The Amendment Process

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By the first week of October, the majority of homeowners had signed their approval and we announced our Special Meeting.

**October 6<sup>th</sup>, 2022** - Special Meeting Signing and Celebration was announced via email and our front entrance sign.

**The 10/6/22 neighborhood email included:**

- A direct link to the amendment
- Stated the purpose of the special meeting is to sign in the new amendment
- Offered the scheduling of individual appointments for homeowners who may not have been home when we made our rounds.
- Offered our email address for further questions.

Thu, Oct 6, 2:39 PM





**Quakers Landing**

to Quakers, bcc: me ▾

Thu, Oct 6, 5:46 PM



## Copy of 10/6/22 Neighborhood Wide Email

Hi Neighbors,

(Apologies for any confusion on the previous email.)

As you know, the board has been busy going door to door to collect signatures to amend our Deed Restrictions. The "Special Meeting" announcement you received earlier today was in reference to receiving enough signatures to pass these new amendments. (You will also notice the sign announcement as you exit the neighborhood.) If you were not home when we stopped by, and would like to schedule a personal visit, please text your address to 832-771-9920.

Otherwise, you can email your questions to: [quakerslanding.board@gmail.com](mailto:quakerslanding.board@gmail.com)

Here is the direct link to view the newly amended Deed Restrictions:

[https://www.myquakerslanding.com/\\_files/ugd/8528e3\\_01ea28e2f15b44888dc2c2ac34bff6fd.pdf](https://www.myquakerslanding.com/_files/ugd/8528e3_01ea28e2f15b44888dc2c2ac34bff6fd.pdf)

**Sunday evening the board will be signing the amendments into place and we welcome all homeowners to attend this Special Meeting (10/9, 6:30pm, 16 Haverford Ln).**

We will also be addressing the new amendments in more detail at the **Annual Meeting, November 11th, 7pm at the Friendswood Chamber of Commerce**. Save the Date Coming Soon!

See you there,

QLCIA

# The Amendment Process

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**October 9<sup>th</sup>, 2022**– Special Meeting & Signing; with the majority approval\*, we signed the amendment into use.

**October 13<sup>th</sup>, 2022** - The Amendment was recorded as an official governing document.

\*Approval signatures are available to review at this meeting or upon any request.



# In Summary

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This was an over 3 year process.

We put a great deal of time and energy into listening to our neighbors and analyzing the needs of our community.

Thoughtfully we addressed our neighborhood's operational and financial needs and made a proposal we felt would encompass them all.

The delay to 2022 was appropriate: In 2020 we suffered a pandemic, and in 2021 apart from social distancing limitations, the board decided it would have been inappropriate to request more money when our community was facing economic hardships.





# In Summary

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While COVID placed the amendment efforts on hold, our budgetary issues, parking language confusion and enforcement challenges continued to escalate...

Simultaneously the welcoming curb appeal off our medians, cul-de-sacs, and esplanades – even the front entry -- has declined.

As such, this year we were compelled to bring these changes for neighborhood approval.

Through our door to door process we were pleased to discover just how much the neighborhood supported these changes.





# The Approval Process

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Door-to-Door

# The Approval Process

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The Approval Process was for the amendment as a whole as opposed to individual line items.

Amendments to **Deed Restrictions\*** require approval of the majority of homeowners **in totality** NOT the majority of homeowners present at any one meeting.

Thus, there was no meeting held to collect votes; this was a **door-to-door process**.

\*NOTE: This **NOT** the same process as amending the **By-Laws**.



# The Approval Process

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ALL homeowners began the amendment process as "NO" votes.

In order to change your vote to a "YES", or approval, you had to have **willingly offered** your approval signature.

**By the time we announced our special meeting on October 9, 2022, the board had received over the majority (41 total) of homeowners' approval.**



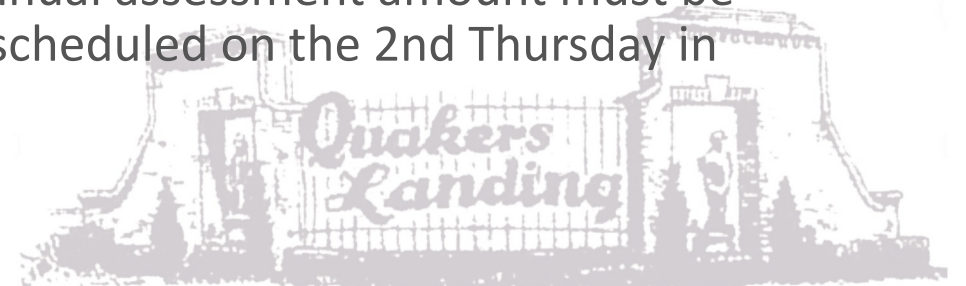
# The Approval Process

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We understood that not every homeowner was available when we made our rounds. As such, we offered personally scheduled visits for anyone that wished to reach out prior to October 9<sup>th</sup> at 6:30PM.

Given the approaching deadline\* to send out notice for the annual dues, the board decided to install the new amendment with the approval signatures we had already received at the 10/9/22 special meeting.

\*Section 11.C.1 of our By-Laws states that the notice of the annual assessment amount must be sent out 30 days prior to the annual meeting (which must be scheduled on the 2nd Thursday in November).





# The Amendment

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Section 14

Section 19

\*New\* Section 20

# The Amendment

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The Amendment itself addresses three substantive areas (see 2019 Annual Meeting presentation).

- Parking (Section 14)
- Assessments (Section 19)
- Enforcement (Previous Section 19, **New Section 20**)



# Amended Section 14.a

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a) No trucks, vans, or any vehicle other than passenger vehicles may be parked in driveways or on streets for longer than twelve (12) hours in any twenty-four (24) hour period. Residents and their guests may park passenger vehicles (e.g., sedans, SUVs, light duty trucks, and 250cc or greater motorcycles) in driveways or on streets. All vehicles parked in streets shall be parked in a manner which (i) does not hinder the safe and efficient flow of traffic; and (ii) does not restrict access to any resident's walkway, driveway, or mailbox. Vehicles parked in the street should be parked directly in front of the residence with which they are associated if space is available. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. Inoperable vehicles (e.g., cars on cinder blocks, "parts cars,") shall not be parked in driveways, streets, or any locations visible from the street. Any vehicle which has not moved more than 10 feet in any direction for a period of thirty (30) days may be deemed inoperable for purposes of this section.

## What's New?

- "Passenger Vehicles" is defined.
- Street Parking criteria is outlined.
- Lawn Parking with in view of the public is restricted.
- "Inoperable Vehicle" is defined and restricted.





# Amended Section 14.b

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b) No mobile homes shall be kept on or about any lot at any time. All [trailers](#), boats (regardless of size) and/or boat trailers, recreational vehicles, and camping units must be kept in the rear of the residences and then only provided that the owners or occupants of such lots construct and maintain a six (6) foot wood or masonry fence or other suitable enclosure for concealing the storage of same. No motorized recreational vehicles of any kind may be kept on the street for longer than thirty-six (36) hours. [Golf carts, all-terrain vehicles, and similar small recreational motorized vehicles shall not be parked in driveways or yards, if visible from the street, for longer than twenty-four \(24\) hours in any seven \(7\) day period.](#)

## What's New?

- Small Recreational Vehicles are included.



# Amended Section 19.a-c

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a) Each Lot shall be subject to an annual regular assessment of three hundred and seventy-five dollars (\$375.00) to be assessed in 2022 and up to four hundred and fifty dollars (\$450.00) per annum starting in 2023 and continuing thereafter for the purpose of creating a maintenance fund.

(b) Beginning with the 2024 assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index, or any successor publication, for the preceding month of July, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula only by approval of two-thirds (2/3) of all Members in the Association.

(c) In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement expenditures located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in Section (b) above.

## What's New?

- The assessment amounts for this year ('22) and ('23).
- Additional increases up to CPI ('24 and forward).
- "Special Assessments" (new reference, not new to governing documents (See By-Laws Article VII) now defined with parameters included and approval requirements listed).



# Amended Section 19.d-e

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d) The proceeds of said fund may be used for promoting the health, safety, welfare, and recreation of the residents and providing improvement facilities, maintenance and services thereof, such uses and benefits including by way of clarification and not limitation, any or all of the following: caring for vacant lots, fogging for insect control, providing and maintaining parks, parkways, esplanades, entrances and other public areas, and recreational facilities, such as a swimming pool, including caretakers, and paying expenses of collection and administration of the charge and assessment, and doing any other thing or things necessary or desirable in the opinion of the subdivision. So long as exercised in good faith, decisions of the Quakers Landing Civic Improvement Association in the expenditure of said fund shall be final and conclusive.

(e) To secure the payment of the regular and special assessments established hereby and to be levied on the individual residential lots above described, all Lots are subject to these restrictions and said conveyances shall automatically be construed to retain a vendor's lien for the benefit of the above mentioned Quakers Landing Civic Improvement Association, its successors and assigns, to secure the payment of the annual and special assessments, interest, collection costs, and attorneys' fees, said lien to be enforceable through appropriate proceeding by said beneficiary; provided, however, that each such lien shall be subordinate to all liens, present or future, granted or created by the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such lot.

No Change.



# More on the New Assessment...

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No one wants to pay more dues. Ourselves included!

The board opted to cut costs to a minimal budget and increase dues to reach that amount over this year and next.

The 2022, \$375 amount maintains a deficit.

The 2023, \$450 amount includes our current operating cost + 15%.

The additional 15% reserve is to protect the bank account for slow/late paying homes at the start of each year (it is important to understand that Quaker's Landing gets paid in arrears), any amount left thereafter will be earmarked for neighborhood improvements.



# More on the New Assessment...

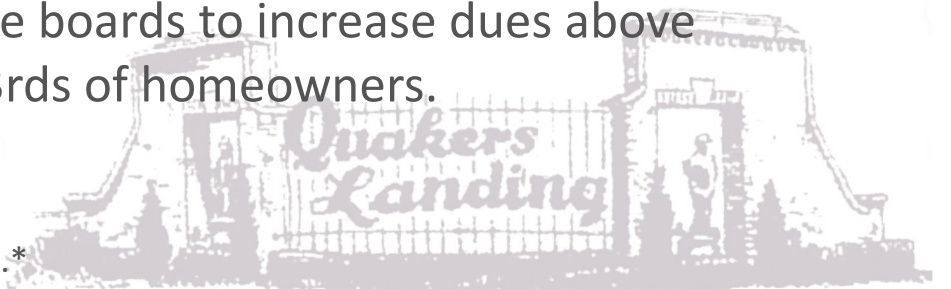
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To prevent a future substantial increase in this assessment, the board opted on a gentle increase overtime. Our new amendment includes adjusting our assessment minimally by the Consumer Price Index (CPI) as needed.

The new amendment states that the association "may" increase dues up to the amount of the CPI to accommodate for annual inflation in our operating costs. Reasonably, if the country is facing inflationary cost increases, likely Quaker's Landing is too. If this measure was not in place, we would quickly go back to a running deficit.

Lastly, the new amendment makes it more difficult to for future boards to increase dues above CPI. We have amended the amount of approval needed to 2/3rds of homeowners.

\*We intend to discuss the full budget **in depth** at the Annual Meeting, however Treasury Reports (dating back to 2018) are available to review at this meeting or upon any request.\*





September 13, 2004

Dear Neighbors,

During June of 2001, Tropical Storm Allison left Quaker's Landing with much water damage. One legacy of this storm was the FEMA/City of Friendswood "buy-out" of homes which had "repeatedly flooded". 13 homes in Quaker's Landing were purchased in this program and eventually removed. The program dictated the use of these lots in specific ways. The city first gave options to license lots to the Galveston County Consolidated Drainage District (who licensed 3 lots) and then to the City of Friendswood Parks and Recreation department which did not license any lots in Quaker's Landing. Now it is up to the Quaker's Landing Civic Improvement Association to determine the licensing of the 11 lots remaining in our subdivision.

The lots in discussion are marked on the attached map. Also attached is a copy of the license agreement provided by the City of Friendswood.

Use of these lots is determined by FEMA and the City of Friendswood. These regulations include:

1. No permanent structures.
2. No impervious cover.
3. No fencing.

**Your Action Items:**

1. Read the attached Vacant Lot Options, license agreement and map.
2. Consider the options.
3. If interested in licensing lot(s) contact Benette Rowley (281) 993-1395 or via email at [benette@airmail.net](mailto:benette@airmail.net) prior to 9/19/04.
4. Attend the meeting on **Thursday, September 23 at 7:00 PM** at the Friendswood Chamber of Commerce building 1100 South Friendswood Drive next to Stevenson Park.
5. Vote at the meeting to determine the future of these lots in Quaker's Landing.

Thank you for caring about Quaker's Landing!

The QLCIA Board of Directors

# Related to Community Green Spaces...

The current board continues the 18 year neighborhood tradition of maintaining the FEMA lots for all residents to enjoy.

## History & Background

In 2004, the neighborhood voted to license the 11 FEMA lots.

Since Hurricane Harvey we have inherited 3 more.

We maintain these lots with 20 mows per year. No manicuring.

Our Landscaping budget also includes 14 medians, cul-de-sacs, and esplanades, and the Front Entry.





# Related Community Green Spaces...

Our current mowing schedule far exceeds the city's capacity to maintain.

Our current licenses give our residents use and access of the lots.

They protect our community from outsiders and well preserve uniformity and harmony in appeal of each lot.

These licenses are an asset and an envy to other neighboring communities and increase our home values.



**James Toney**

to me, rec ▾

Hi Liz,

All FEMA lots that are not licensed by a homeowner or HOA are mowed by the City once a month. If inclement weather prevents mowing, the lot will be mowed on the following monthly schedule.

Thanks.

James Toney, Jr., MBA  
Director of Parks and Recreation  
City of Friendswood  
[910 S. Friendswood Drive](#)  
[Friendswood, Texas 77546](#)  
281-996-3229 (o)  
281-996-3265 (f)  
[jtony@friendswood.com](mailto:jtony@friendswood.com)

Who maintains your FEMA lot?  
How often did they mow this year?

Delivered

It sucks.  
I tried to get the HOA to take care of it like your neighborhood has done but no luck.  
I have to constantly call the city of Friendswood and complain about the height of the grass.  
If I stay on them constantly I am lucky to have it mowed once a month otherwise they will let it go for six months at a time.

I legitimately have to call and tell them that I am getting field mice and rats in my garage before they will come and mow it. They serve it out to someone else but clearly it is not a priority ever. So when your neighbors are asking you can share my experience.



# \*New\* Section 20.a

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(a) The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. The Association may also adopt reasonable rules and regulations and guidelines governing the subdivision. Owners are subject to all of the Association's properly adopted and recorded dedicatory instruments. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also impose reasonable fines (to include late fees). No fine under this section shall be imposed before the board has notified the lot owner of the violation in writing, by certified mail; offered the lot owner an opportunity to discuss the matter before the board, or a committee thereof; and provided the lot owner a reasonable period of time in which to cure the violation. If a violation is not cured within a reasonable time, the association may, in accordance with applicable law, and in addition to any fines imposed, recover the reasonable costs of enforcement, to include interest, postal fees, administrative and attorney's fees,

## What's New?

- "The Association or any owner..." (new to us, not Texas Property Code).
- Introduces "Guidelines".
- Outlines use of "Reasonable Fines" such as late fees and parameters.





# Amended Section 20.b

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b) The Association may grant variances from compliance with any of the restrictions in specific instances where the Association in good faith deems that such variance does not adversely affect the Subdivision when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. All variance grants shall be in writing. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or other applicable document shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or other applicable document for any purpose except as to the particular provision hereof covered by the variance.

## What's New?

- Introduces “Variances”.



# More on “Guidelines” and “Reasonable Fines”

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We need your input! These are not yet defined.

We intend on hosting at least 2 Special Meetings this coming year (2023) with the topics of "Guidelines" and "Reasonable Fines". More information will follow at the Annual Meeting in a few weeks, please keep a look out for these Special Meeting Announcements.





# Community Q & A

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At this time, we would like to open questions for both the board and our attorney, Mr. Ray.

To ensure everyone has an opportunity to be heard, please limit your question to 3 minutes, as time allows, you may have a second question etc...

Please be courteous of your neighbors and do not interrupt.

We will conclude Q&A no later than 8:15PM.