

HB 0680 Display of Flags

Effective: 6-14-2013

PP 202.001

Property Owners Association may not adopt or enforce a dedicatory instrument that prohibits or restricts an owner from the display of:

- the U.S. Flag
- the Texas Flag
- an official or replica of a flag of any branch of the U.S.
 Armed Forces

POA may regulate size, number, and location of flagpoles

"Front Yard" means a yard within a lot having a front building setback line with a setback of not less than 15 feet extending the full width of the lot between the front lot line and the front building setback line

HB 0035 Regulation of use of lots for residential purposes

Effective: 6-14-2013

PP 209.015

Property Owners Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts an owner of a lot on which a residence is located from using an adjacent lot for residential purposes

Homeowner must seek approval from POA relative to size, location, shielding, and aesthetics

Homeowner must include adjacent lot in sales agreement and transfer lot to new owner under same conditions, or restore lot to original condition;

Homeowner may sell adjacent lot only for purpose of a new residence

SB 0198 Drought resistant landscaping

Effective: 9-1-2013

PP 202.007

Property Owners Association may not adopt or enforce a provision in a dedicatory instrument that restricts a property owner from using drought-resistant landscaping or water conserving natural turf

Homeowner may be required to submit plan for approval from POA

HB 3176 Vacancy on Board of Directors of POA

Effective: 6-14-2013

PP 209.00593

Property Owners Association may appoint a member to fill any vacant position on the Board of Directors of the POA

Member appointed to fill a vacant position serves for the remainder of the unexpired term of the position

HB 3800 Management Certificates

Effective: 9-1-2013

PP 209.004

County clerk is required to record property owners associations management certificates in the real property records and index these documents as a Property Owners Association Management Certificate

Each POA is required to file a management certificate not later than 1-1-2014, regardless of whether the POA has previously filed its certificate

HB 0503 Contracts with POA Board Members

Effective: 9-1-2013

PP 209.0052

Applies to a contract entered into on or after 9-1-2013

POA may enter into an enforceable contract with:

- a current governing board member
- a person related to a current board member (3rd degree by consanguinity or affinity)
- a company in which member has financial interest in at least 51% of profits, or
- a company in which relative has financial interest in at least 51% of profits under certain conditions

HB 0584 Posting Notices of Foreclosure

Effective: 9-1-2013

PP 51.002

Requires a county which maintains a website to post a notice for the sale of real property on the website

Posting must be on a page that is publicly available for viewing without charge or registration

HB 0699 Location of Public Sales of Real Property

Effective: 10-1-2013

PP 51.002 CV 34.041 TX 34.01

Allows commissioners court to designate an area, other than at the courthouse, where public sales of real property:

- under execution
- under contract lien
- under tax lien

may take place

Location must be:

- In reasonable proximity to courthouse
- As accessible to the public as the courthouse door
- Designation must be recorded in real property records

SB 0630 Related to Obligations of Landlord

Effective: 1-1-2014

PP 92.024

Applies to lease effective on or after 1-1-2014

Landlord must provide at least 1 copy of lease to at least 1 tenant not later than 3rd business day after lease signed

Landlord must provide tenant who did not receive a copy of lease with a copy not later than the 3rd business day after a written request is received

In an action to enforce a lease, other than for nonpayment of rent, a tenant may seek an abatement until the landlord provides the tenant a complete copy of the lease

SB 0946 Termination of Lease by Victim of Sexual Offense

or Stalking

Effective: 1-1-2014

PP 92.016

A tenant who is a victim, or the parent or guardian of a victim, is allowed to terminate the tenant's rights and obligations under a lease, vacate a dwelling, and avoid liability for future rent if various offenses take place during the preceding 6-month period, on the premises, or at any dwelling on the premises, and if the tenant provides sufficient documentation of the offense or protective order; Applies to: assault, aggravated sexual assault, continuous sexual abuse of a child, indecency with a child, or sexual performance by a child, and stalking

SB 1120 Lease Obligation Following Natural Disaster

Effective: 1-1-2014

PP 92.016

Applies to lease executed or renewed on or after 1-1-2014

Landlord who, following a natural disaster, allows a tenant to move to another rental unit owned by landlord, is prohibited from requiring a tenant to execute a lease for a term longer than the term remaining on the tenant's lease on the date premises were rendered unusable as a result of natural disaster

HB 1086 Interruption of Electric Service

Effective: 9-1-2013

PP 92.008

Applies to electric bill delinquent on or after 9-1-2013

Allows landlords who submeter electricity to interrupt electric service for nonpayment of a bill if:

- Right to interrupt service is included in lease
- Bill is not paid on or before 12th day after issued
- Advance written notice of interruption is delivered by mail or personally
- At time service interrupted, landlord delivers notice
 Landlord must be available to collect payment
 Cannot interrupt during extreme weather
 Reconnect within 2 hours

HB 1772 Disconnection of utility service

Effective: 1-1-2014

PP 92.302

Applies to disconnection for nonpayment for billing period that begins on or after 9-1-2013

Landlord must provide notice of service disconnection to each tenant not later than the 5th day after the utility notifies landlord of the intended disconnection

Tenant may:

- pay and deduct amount paid from rent
- terminate lease and deduct security deposit from rent
- recover pro rata refund of advance rent
- recover actual damages, court costs, and attorney's fees