

# **RULES & REGULATIONS**

## **Villas of Southfork**

**REVISED 3/14/23, 5/25/23 & 6/14/23**

**These rules are in addition to those contained in the Declaration and Bylaws.**

### **AMENDMENTS**

These policies and guidelines may be subject to change from time to time at the discretion and by the majority vote of the Board of Directors.

**WHEN THE BOARD RECEIVES A COMPLAINT RESULTING FROM A RULE THAT HAS BEEN BROKEN, A CALL OR VISIT BY A BOARD MEMBER WILL TAKE PLACE. THE 2<sup>ND</sup> VIOLATION WILL RESULT IN A LETTER AND FINE FROM THE MANAGEMENT COMPANY.**

All requests for changes and repairs are to be submitted to VERTEX on the proper forms which are on the Vertex website at [Villasofsouthfork\\_pm@vertexpg.com](mailto:Villasofsouthfork_pm@vertexpg.com) or at the Clubhouse. The Board will review the request and provide a decision.

### **ARCHITECTURAL GUIDELINES**

An improvement application must be submitted prior to any exterior change. The verbal approval of anyone is NOT permitted. All modifications must be in writing. Plans must be submitted with a form for the Board to review. NO work can be started until approval is given.

### **EXTERIOR ALTERATIONS – Revised 3/14/23**

No alterations or additions to fences, walls, patios, decks, etc. may be made to the exterior surface of the building without board approval.

### **STORM DOOR APPROVAL**

The approved storm door for homes in Southfork is a full view style storm door. They can be purchased at Lowes and Home Depot. Colors are to be Sandstone or Putty.

### **FLAG – Revised 3/14/23**

Owners may have a permanent bracket installed on a wooden section by garage door or in front on a wooden section of your Unit to install an American flag. The flag must always be in good condition & displayed in the proper manner and can be no larger than the standard size of 3x5 feet. Owners will be responsible for removing the bracket and restoring the wood area to its original condition upon the sale of the Unit if requested by the new owner.

One tasteful 12 x 18 seasonal flag may be installed in the mulch area after approval from the Board. A seasonal flag may be placed out two weeks prior to the seasonal holiday and must be removed within one week after the holiday.

**Bird Feeders – NEW 3/14/23, Revised 5-25-23, 6-14-23**

Only two (2) bird feeders are allowed per unit. Birdfeeders must be placed on poles or shepherd's hooks no less than 4 feet and no more than 6 feet in height. Only 2 Shepherd's hooks are allowed: 2 single hooks or 2 double hooks. Owners installing bird feeders are responsible to ensure that the area around the bird feeders is kept in a neat condition, not allowing for the accumulation of seed casings, bird droppings, etc. that could attract nuisance animals or pose any health risks.

**SIGNS – Revised 3/14/23, 5/25/23 & 6-14-23**

No sign of any kind shall be displayed to the public view on any lot except for one (1) sign of not more than nine (9) square feet to be placed at the front entrance and two (2) professional "For Sale" signs advertising the sale of the property which are to be placed in front of the Owner's building and in the Owner's mulch bed. The signs may not interfere with mowing.

Owner's full address sign may be installed under a tree in view of the perimeter road to ensure emergency vehicles and delivery personnel ease of location. **Example: 9072-A**

The Association and/or contractor working for the Association will not be responsible for any damage to these signs. No other type of sign is permitted whether temporary or permanent without the prior written consent of the Board of Directors. One (1) Security Company sign may be placed in the property owner's landscape bed.

**SOLAR LIGHTS POLICY – Revised 3/14/23**

The Owner may have Solar lights along the walkway to their Unit. It is the Owner's responsibility to purchase, install and maintain the lights. Solar lights must be placed no closer than 3 feet apart. Lights cannot interfere with grass cutting or trimming and are to be installed in the mulch bed area. The Association, Landscapers and/or Contractors working for the Association will not be responsible for any damage to the lights.

The Owner may have 4 to 6 solar lights attached to the building by peel and stick tape or a screw. The Architectural Improvement Form must be submitted, and approval given as to the location of the lights. The Owner is responsible to purchase, install, and maintain the lights. The Owner is also responsible to repair and paint any damages to the building caused by installing the lights. The Association, Landscapers and/or Contractors working for the Association will not be responsible for any personal property damage.

**SATELLITE DISH POLICY – Revised 3/14/23 & 5/25/23**

As of March 14, 2023, NO NEW Satellite dishes will be allowed in our community. The dishes that are not being used will be removed and discarded. Those Owners using Satellite dishes will assume full responsibility for removal when leaving our community and will be responsible to

repair any roof damage, roof leaks, etc. **PLEASE DO NOT REMOVE THE BRACKETS WHEN REMOVING THE SATELLITE DISH!**

The Owner assumes full responsibility for roof damage or leaks in the vicinity of a satellite dish. Extent and type of repair is solely the discretion of the Board.

#### **LANDSCAPING – Revised 3/14/23, 5/25/23 & 6-14-23**

Any Owner desiring to make a landscaping change, improvement, or addition must obtain approval for the change or improvement from the Board of Directors. All applications for landscaping changes will be considered on an individual basis.

Flowers are permitted to be added in the mulch areas, ON BOTH SIDES OF THE SIDEWALK, as long as they are maintained and match the décor of the community. A maximum of 2 Hanging flower baskets may be hung from trees in front of owners residence. Flowers are not permitted to be planted around any tree. Maintenance of the flowers is the responsibility of the Owner and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the season will be removed by the groundskeepers and the cost for removal will be billed to the Owner.

Any new landscaping improvement requires the prior approval of the Board of Directors. New landscaping plants/bushes will become the property of the Condominium Association, who will provide future mulching and pruning. However, should any one of the plants die, the Owner is responsible for replacement of the bush in the first two (2) years. Any changes may not interfere with mowing or landscaping. **Lawn watering is not permitted.** ***Watering of new landscaping must be done in a conservative manner with minimal waste.*** A landscape improvement must not restrict any drainage area or downspout. The Association, Landscapers and/or Contractors working for the Association will not be responsible for any personal property damage. ***One (1) power washing of the sidewalks is permitted annually.***

**IF THE BOARD DETERMINES THAT CERTAIN LANDSCAPING NEEDS REMOVED, WE WILL REMOVE IT OR HAVE IT REMOVED.**

#### **PERSONAL PROPERTY – 5-25-23**

All personal property, such as bicycles, grills (except if you have a privacy fence), etc. must be put in garage overnight. Heavy furniture may remain on concrete area at front door or veranda, but not on blacktop outside of garage door. The exception is light weight (plastic) furniture which can easily be carried into garage to keep it from blowing into the community.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antenna, satellite dish or any other device or ornament be affixed to the exterior walls, fences or roof without prior written approval of the Condominium Association Board of Directors.

**WINTER GUIDELINES: ALL DECORATIVE CONTAINERS AND HOSES MUST BE STORED IN OWNER'S GARAGE.**

**For appearances sake, Owners are urged to close their garage doors when not in use.**

**PROHIBITED ITEMS – Revised 3/14/23 & 5/25/23**

The following items will be strictly prohibited in any common area of the Community: excessive lawn ornaments (lawn art), artificial flowers, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, empty flowerpots, pots with dead flowers or plants in pots or in the ground, or other such items. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed to view from the exterior of the Project. The Community shall be kept free and clear of rubbish, debris and other unsightly materials. **NO MORE THAN FIVE (5) LAWN ORNAMENTS (LAWN ART) WILL BE ALLOWED!**

**DECORATIONS**

HOLIDAY - Christmas lights and decorations are permitted to be placed in the limited common areas and/or on building exteriors provided the decorations do not damage limited common area windows, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed no later than January 7<sup>th</sup> of the following year. Other holiday decorations are permitted under the same guidelines and may not be displayed more than one month before or two weeks after the holiday.

No permanent fasteners to stone exterior walls are permitted. Holiday decorations may not exceed a height of four (4) feet. Inflatable decorations are prohibited. Decorations may NOT be affixed to exterior surfaces.

Lights that are UL approved may be placed on live trees. Flashing and racing lights are NOT approved. White lights are recommended for outdoor displays in keeping with the common area decorations. Excessive decorations are not approved!

**WINDOWS AND WINDOW COVERINGS – Revised 3/14/23**

All windows are to be covered whether with draperies, blinds (vertical or horizontal) or valances and must have a white lining on exterior side.

**VEHICLES AND PARKING – Revised 3/14/23**

The following general guidelines apply:

1. No Owner shall repair or restore any vehicle of any kind upon the common area, except for emergency repairs and then only to the extent necessary to enable movement thereof to a proper repair facility. Inoperable vehicles (with flat tire(s), expired license tags, etc.) or vehicles which cannot be identified as belonging to a Owner and which are parked in any common or limited area will be towed at owner's expense.
2. No boats, motor homes, trucks (larger than a 1-ton pickup), or travel trailers may be parked on any street or driveway overnight. Other vehicles used for recreation (van

conversions/RVs) not garage-able will be permitted to park in limited parking area (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other Owners. Commercial moving vans, when conducting contract business and/or commercial trucks when in the area to perform service or repair work, are an authorized exception.

3. All parking by Owners or guests must be:
  - a) Within the garage,
  - b) In the limited common area in front of the garage door,
  - c) In the parking spaces at the Clubhouse area,
  - d) Per Fire Marshall, visitors' cars may be parked on the main street only on the outside of the circle, not on the inside near fire hydrants. Parking is prohibited on the curves on each end of the street.

No parking at the clubhouse parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight hours are subject to be towed at owner's expense.

4. No vehicle shall be parked in any manner which blocks any street or driveway or the ingress/egress to any garage other than the Owners. The speed limit within the community is 15 mph. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.
5. As a routine, there will be a maximum of two to four (2-4 depending on driveway) vehicles outside the garage. Owners should avoid on street parking to permit access by emergency vehicles. On-street parking is intended for clubhouse overflow and guests.

## THE TURN-ABOUT IS NOT A PARKING SPACE!

### **ANIMALS – Revised 3/14/23 & 5/25/23**

No animals shall be raised, bred or kept in the Community. Dogs or cats may be kept in Owners Units provided that (a) they shall not be permitted to run loose, and; (b) they are **NOT** kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Project upon seven (7) days written notice from the Council. Pets permitted, as above, shall be leashed or restrained during walking or exercise within the Common Area. An Owner shall be responsible for the immediate cleanup of pet litter. ***Owners should try to have their pet litter confined to their own yard. Use paved area for exercising pets. Please keep pets away from all mulch areas when walking them. ANIMALS ARE LIMITED TO TWO (2) PER UNIT.***

As of March 14, 2023, Weight and Breed restrictions apply! No dogs over 35 pounds and no aggressive breeds!

No pet shall be tethered outside in the lawn or common area, nor shall any pet be tied to any patio fence.

Pet owners may be fined for violation of these policies at a rate of \$25.00 for each offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Directors. If a fine is not paid, it can generate a delinquent status on the Owner's account.

### **TRASH COLLECTION – Revised 5/25/23**

Trash collection regulations require that the trash containers provided to you be used. Rumpke does not want their drivers to be getting off and on their trucks to pick up bags. NO trash bags are to be laid on the ground around the trash containers. Trash containers are to be put out after 6:00 P.M. The empty trash containers must be picked up and put back in owner's garage by 9:00 P.M. the day of collection. Only trash cans with lids or securely tied plastic bags are permitted for trash disposal. **Plastic bags are to be put on top of the trash can on the morning of collection!** All trash containers must be set out on the main street next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. For health reasons, do not store trash in the garage for more than one week. Trash not kept in sealed containers can draw rodents and bugs. Owners will be responsible for clean-up of trash spillage from the containers. Do not put loose paper in the trash can as it blows everywhere when the truck dumps it.

### **SOLICITATION AND GARAGE SALES**

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited unless approved by the Condominium Association as a planned community activity. Our community will have an annual yard sale on a specified date. One Estate Sale will be allowed with written permission from the Condominium Association in the event of a sale of a unit.

### **UTILITIES**

Owners are responsible for maintenance and payment of their own gas, electric, cable television, and for calling to initiate service on the date of possession. Water and sewage utilities are paid for by the Condominium Association. ***Owners cannot do laundry for work purposes or outside family members. Water usage is for Owners only and any commercial usage is strictly prohibited.***

### **CONDOMINIUM SALES**

Any Owner who sells his or her condominium is responsible for:

- a) Making certain the Association Management Company is aware of ownership changes at the time a closing date is established.
- b) Making certain all condominium dues are current.

- c) Making certain new Owners receive the Condominium Declaration, Bylaws and Community Rules & Regulations.
- d) Clubhouse keys are to be turned over to new Owner.
- e) Mailbox number, location of the mailbox, and all mailbox keys must be turned over to the new owner.

## **EXERCISE ROOM RULES**

The Exercise Room is for the use and enjoyment of all Southfork Owners and guests. Owners twenty-one (21) and under must be accompanied by an adult Owner. All guests must be accompanied by an adult Owner. Each unit is limited to two (2) guests.

No pets, beverages or smoking is permitted in the Exercise Room. Only small snacks, energy bars or bottled water are permitted.

Proper usage of exercise equipment by Owners is required. Improper use will result in damage to equipment.

EXERCISE AT YOUR OWN RISK. PLEASE CONSULT YOUR PHYSICIAN PRIOR TO COMMENCING ANY EXERCISE PROGRAM(S).

Neither the Association nor the management company is responsible for injuries to Owner(s) or guests while using this equipment. The Owner is responsible for any damages caused by the Owner(s) of their unit and/or their guests.

## **CLUBHOUSE RULES**

The Clubhouse is for the private use of the Owners. It is available for rental to Owners (in good standing) only for non-profit parties or meetings. The capacity per Fire Marshall is (80).

The following applies:

1. For rental purposes, the area to be rented (hereafter referred to as the "rental area") shall include the Great Room, kitchenette and access to the restrooms. No party items will be furnished by the association. The guests may not use the pool or exercise equipment and the pool may not be reserved for any private party. Rental of Clubhouse is confined to indoor use. Outdoor activities are not permitted. No grills are permitted during the rental of the Clubhouse. The NO SMOKING rule is in effect everywhere in the Clubhouse.
2. **The rental area can be reserved for private use by any Owner in good standing.** The rental area is NEVER available for overnight activities or lodging. Only Owners may

make reservations. Reservations cannot be made any more than six (6) months in advance. Reservations may not be requested for the same consecutive holiday by the same Owner.

3. The rental area of the Clubhouse is not to be used for commercial purposes.
4. No Owner may reserve the rental areas for use by a non-Owner or by a business organization.
5. A fee, as approved by the Board, is charged for use of the Clubhouse, along with a \$200 refundable deposit is required. The total amount must accompany the application for the use of the Clubhouse.
6. The Owner, who has rented the rental area, MUST BE PRESENT at all times during its use. Caterers, florists, musicians, and others, prior to and after the rental, MUST be accompanied by the Owner while in the rental area.
7. Guests are to be under the direction and control of the Owner making the reservation. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the Clubhouse Great Room only and must be in accordance with the State and Local Laws. The Owner is responsible for the behavior of guests. Any infractions or disturbances created as a result of the activity which requires police authorities to respond and/or take action shall be considered a violation of these rules and will result in the forfeiture of the total deposit plus additional charges and fines which may be levied.
8. Owners and guests must park in the parking lot adjacent to the Clubhouse. Per Fire Marshall, overflow may park on the main street only on the outside of the circle, not on the inside circle near fire hydrants. Parking is prohibited on the curves on each end of the street.
9. If the clubhouse area or any other common areas is damaged, the Association reserves the right to refuse use of the Clubhouse to the Owner responsible for the damage.
10. The Owner assumes FULL responsibility for any damages done to the Clubhouse, its contents, or the surrounding common area.
11. The Board of Directors and the Clubhouse Coordinator reserves the right of free access to all portions of the Clubhouse at all times.
12. Access to Clubhouse is permitted to Owners 21 years of age or older. Anyone under (21) must be accompanied by a Owner over 21. This includes all portions of the clubhouse.



13. Under NO circumstances are pets allowed in any areas of the Clubhouse or the pool area (except service animals). NO ANIMALS ARE ALLOWED IN THE POOL!
14. Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting Owner will be billed for the difference.
15. When candles are used in the Clubhouse, they must be enclosed in glass. No open candles may be used for decorations.
16. Closing time for the Clubhouse is 12:00 midnight. All guests must vacate the premises by 12:00 midnight. The Owner renting the Clubhouse must vacate the premises by 12:30 am. The renting Owner is responsible for all cleanup and trash removal. Cleanup must be done (completely) by 10:00 am the following day.
17. Any violations of these rules will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.

### **SWIMMING POOL RULES**

**Pool hours: 8:00 am to 10:00 pm**

1. It is the responsibility of each Owner to see these Rules are enforced in order to maintain a safe pool area for the recreational use of all concerned. The Board of Directors has the obligation and the right to suspend the pool privileges of any person(s) who abuse the privilege or creates a safety hazard for others.
2. The swimming pool is primarily for the use and enjoyment of The Villas of Southfork Owners. Each household will be permitted up to six (6) guests per visit with Owner attendance and other conditions permit.
3. No lifeguard or other management person is on duty. The Association and the Management Company are not responsible for any swimmer or personal property.
4. Any Owner under seventeen (17) must be accompanied by an adult Owner twenty-one (21) or older, at all times, while they are inside the pool area.
5. Guests must be accompanied by a Owner, twenty-one (21) or older, **AT ALL TIMES** while the guest is inside the pool area.
6. No running, no diving, no jumping or roughness is allowed in or around the swimming pool.

7. The pool is not available for private "pool" parties.
8. Drinks and snacks are permitted at the tables; however, no glass containers or personal grills are permitted inside the pool area due to possibility of breakage or personal injury. Drinks and snacks are NEVER permitted in the swimming pool itself. Owners are responsible for the removal of trash and that of their guests into properly covered sanitary containers. No one under twenty-one (21) may possess or consume any alcoholic beverages while in the pool area.
9. The grill may only be used for official Association sponsored events.
10. No pets are permitted in the swimming pool area.
11. Proper swimming attire is required in the pool. No cutoffs or shorts are permitted. Babies in diapers must wear diapers that are designated for pool use.
12. No rafts are permitted in the pool. Children may use individual floatation devices, but the child must remain under the direct supervision and control of a parent or other adult over twenty-one (21) at all times. The Association or Management assumes no responsibility or liability for persons using personal flotation devices.
13. The phone in the pool areas is for Emergency use only and can only dial 911.
14. No personal radios or other audio devices may be plugged into the facility's electric outlets. Battery powered radios or other audio devices are permitted but must be played at a level that does not distract or otherwise annoy other people using the pool area.
15. No bathing suits are permitted in the great room of the clubhouse. Swimmers cannot enter doors from pool into clubhouse. For restroom users, swimmers are to use the restroom doors from the pool area.
16. Neither the Association nor the Management Company is responsible for injuries to an Owner(s) or guest(s) while using any recreational facility. The Owner is responsible for any damage caused by an Owner(s) of their unit and/or their guest(s).
17. The Association Management reserves the right to verify the identity of anyone using the pool area and other facilities.
18. All posted rules must be adhered to.

**Note:** Some rules are taken directly from the “Master Deed” and cannot be changed without 75% vote of the Owners.

**11/01/2016 - Changes and additions made and approved by the Board of Directors\_**

**11/18/2016 - Updates and additions were created by the Condominium Association**

**04/14/2022 - Revision to Trash Collection made and approved by Board of Directors**

**03/14/2023 – Changes and additions made and approved by the Board of Directors**

**05/25/2023 – Changes and additions made and approved by the Board of Directors**

**06/14/2023 – Changes and additions made and approved by the Board of Directors**