



# *THE COMMUNITY AT THE BLUFFS*

## *Rules & Regulations*

### *A Quick Guide*

**Revised February 2024**

This document is intended to help property owners and residents know how to meet the expectations of our community. It is largely drawn from our official Covenants and Restrictions but is not comprehensive.

If questions or conflicts related to these Rules and Regulations arise, the official Covenants and Restrictions (C&Rs) take precedence, as do the related Articles of Incorporation, By-Laws, and Amendments. These documents may be accessed via directions at the Property Owners Association link <https://thebluffspoa.org>

## **Design Review Committee**

The Design Review Committee (DRC) is appointed by the Bluffs Property Owners Board of directors to ensure The Bluffs on Thompson Creek's continued development and construction is of the highest quality and consistently meets the high standards intended for the community.

**Any and all changes to the exterior of an existing home must first be submitted, reviewed and approved to the DRC.**

Examples of projects that require advance review and approval by the DRC include the following:

- All construction improvements, including buildings, walls, fences, pools, and patios
- Playground equipment, paving, driveways, sidewalks
- Landscaping, planting, irrigation, or other landscape devices or objects
- Changes in paint colors and other exterior remodeling

It is the responsibility of every homeowner, potential homeowner, contractor and / or agent to understand the construction and design requirements of The Bluffs community.

For further understanding of the DRC and its processes please see Article VII of the Covenants and Restrictions.

Requests for approval are best submitted online. If you are not familiar with our online resources, start here for directions to them: <https://thebluffspoa.org>

## Some Important Guidance & Restrictions

**1. Vehicles and Parking:** Regulations established to ensure proper access by emergency vehicles and service vehicles (mail deliveries, garbage collection, etc.); for the convenience of residents to ensure ingress/egress is not being blocked by parked cars; **and to enhance aesthetics and property values for property owners.** Violations may result in vehicles being towed and stored off-site at the owner's expense, in addition to fines.

- Residents are required to park and store their vehicles inside the garage unless there is inadequate garage space (note: the primary purpose of parking and storing vehicles should be maintained for all garages). If it is not possible to store a vehicle in a closed garage, it should be parked on the driveway as far back from the street as possible. Guests should park in driveways when possible.

- Boats, RVs, trailers, motor homes, travel trailers, utility trailers, trucks (larger than ½ ton pickup) may not be parked on a residential property for more than 72 hours without specific approval by the POA Board. Any parked beyond this time limit will be considered stored on the property and in violation of these rules.

-No motorcycles, go-carts, mopeds, ATVs or lawn equipment may be parked on residential property within public view, nor operated on residential streets for recreational purposes.

- Parking vehicles of any type on Community Common Areas is not allowed at any time.

- Parking spots at the Lodge are reserved for Lodge guests or unit owners only. The larger parking lot behind the Lodge is equally off limits except as approved by either the Bluffs Lodge or Club Management or by the POA board.

- Parking on the streets of the Afton Villas is prohibited. Parking pads are provided and must be used for cars not parked on townhome property.

- Cars, vans, or pick-up trucks displaying commercial signs are not to be parked overnight outside a garage or in any Common Area unless the vehicle owner is actively engaged in work at the site.

-Golf carts are allowed within the community and may be driven on our private streets but must be operated legally by licensed drivers. Unaccompanied underage, unlicensed children are not allowed to operate golf carts on community streets. Golf carts must be stored within the resident's closed garage or cart port when not in use. Passengers are limited strictly to the number of seating spaces on

the cart. At no time is it acceptable to stand on the back or side of a golf cart as it travels. See the Covenants and Restrictions for the full list of Golf Cart Guidelines.

**2. Traffic & Speed Limit:** All vehicles are to maintain a safe driving speed in the community; 25 mph is the maximum speed limit anywhere within our neighborhood, including Freeland Road and 15 mph is enforceable in a few locations along Freeland Road. The speed limit in the Afton Villas neighborhood is 10 mph. Children at play, joggers, bicyclists, and walkers are all common in The Bluffs and there is zero tolerance for any dangerous operation of motor vehicles. Offenders will be subject to fines and / or police involvement.

**3. Storage of Personal Property:** All personal property such as bicycles, canoes, kayaks, boats, etc. must be stored inside, completely out of view from the street or other properties, or at an offsite storage facility. Lawn chairs, BBQ's, etc., may be kept on patios, but must be out of view from the street or common areas.

**4. Flags:** The American Flag may be flown or displayed at any time following normal flag protocol. However, the type of flag holder and location of the mounting bracket must be approved by the POA Board or DRC Committee. Other flags may be displayed but must be tasteful and attractive.

**6. Ornaments & Decorative Items** such as statues, statuettes, yard or lawn ornaments, playground equipment, laundry poles or clothes lines are not allowed in yards or common areas without prior approval by the POA Board or DRC.

**7. Exterior Lighting and Seasonal Decorations:** No permanent or seasonal lighting may provide excessive or invasive horizontal exposure to neighboring properties. Any exterior holiday or seasonal decorations must be tasteful, attractive, and inoffensive.

**8. Exterior Alterations:** No change, alterations or additions in any manner whatsoever may be made to the exterior surface of a building, including any terrace or patio, window, or exterior door (including any alteration or change in color) and no fences, walls, patios, decks, etc. may be installed without the specific approval of the DRC. No trees may be planted or removed, and no shrubs or grass transplanted or removed without prior written approval by the DRC.

**9. Maintenance:** All residential property must be maintained in a safe, clean, and attractive condition and not allowed to deteriorate in any way. This includes vacant lots.

**10. Landscaping:** All homes are to be landscaped with a plan that is approved by the DRC. The landscape plan must be submitted to the DRC no later than 45 days prior to completion of the dwelling and must describe in detail the plant materials to be used. Approved landscaping should be installed prior to or immediately after completion of the residence and in no instance later than 90 days after completion. Residents are encouraged to plant seasonal or perennial flowers in the areas around their homes. This includes planting beds along your sidewalk and around patios. Other landscaping such as shrubs or trees may not be planted without the prior written approval of the DRC. Any additions must complement the master landscape design prepared for the entire property. Additions require submission of a plan to the DRC for approval specifying proposed additions and locations.

**11. Signs:** No signs, billboards or advertising of any kind may be displayed for public view on residential property without the prior written consent of the DRC. Real estate signs must not exceed 18"x 24" dimensions and must be Olive green with a white border and include the Dogwood logo

centered at the top - “For Sale” or “For Lease” signs may be considered approved and placed in your yard if they meet these requirements.

12. **Pets:** Only dogs, cats, birds, and other usual and customary household pets are allowed in or on residential or common area property within the community. No animals are to be maintained for any commercial or business purposes. Pets should be confined to the borders of the owner’s property to the maximum extent possible. Dogs may be walked in the neighborhood but must be leashed. Pet owners are responsible for ALL actions of their pets. Pet excrement must be removed from all surfaces immediately. All other nuisances caused by pets must be immediately remedied. In no case will animal cruelty of any kind be allowed. Pet issues that cannot be resolved among residents should be reported to the POA. Fines for violations, as well as formal legal action, may be instituted by the POA. If it is necessary to report a vicious animal, call 225-784-3136 – West Feliciana Parish Sheriff.

13. **Garbage and Recycling Containers** are to be stored in your closed garage or completely out of sight. Garbage/recycle collection schedules require that containers be set out to the curb at a reasonable time preceding collection. Mailboxes must not be blocked. The containers must be picked up and stored within a reasonable time after the collection has taken place.

#### 14. **Trash / Dumpster / Green Pile**

- Regular trash pick-up is scheduled weekly on Wednesdays.
- The community dumpsters are located near the maintenance shed on Freeland Road. All trash must go inside the dumpster. Trash may not be left to the side of, or on top of, the dumpster - Homeowners will be fined for littering in such cases. The green pile behind and below the dumpsters is for homeowners and residents only. ONLY natural yard debris is allowed in this pile. (Leaves, limbs, and other organic materials - if it doesn’t grow naturally, it doesn’t belong). No trash bags, boxes, pots, pallets, pressure treated wood, concrete or stone of any kind are allowed in this pile – Homeowners will be fined for littering if such materials are left.
- Advise contractors to not use the dumpsters or green pile for any reason.
- There is NO pick up of bulk trash and **NO burning is permitted on residential property.**

15. **Fences:** All fence erections must be approved by the DRC in advance. See full details on fence construction in the C&Rs. The three (3) most common fence designs allowed in the Bluffs are:

1. Wrought-Iron or Aluminum 100%
2. Wrought-Iron or Aluminum with brick columns.
3. Wood with Brick columns

16. **Leasing / Renting:** Homeowners are permitted to lease property but are 100% responsible for the conduct of all leaseholders. Landlords are required to properly screen renters and the POA encourages landlords to consider the benefits of professional property management. All leases shall be for the entire property and for a period not less than six months. Bedroom rentals, short-term rentals, and time-sharing rentals such as Airbnb, VRBO or any similar plan are strictly prohibited. **All leases must be submitted to the POA** and must contain a clause that the lessee is subject to The Bluffs Covenants and Restrictions and The Bluffs Rules and Regulations. **Owners must provide lessees with copies of these rules and regulations** and advise them of the legally binding Covenants and Restrictions on which they are based.

## Enforcement

The POA Board has established the following procedures for enforcement of covenants, restrictions and these rules and regulations:

Commencing with the first violation...

1. Letter and email sent to homeowner and / or resident identifying the infraction. The recipient has 10 days to cure the violation(s). The POA may grant more time in certain extenuating circumstances.  
*If the infraction continues after approved time has expired...*
2. A certified letter will be sent imposing a \$100 fine (with certain exemptions) with another five (5) days given to cure the infraction.  
*If the infraction continues...*
3. An additional fine of \$250 will be imposed on the homeowner. The board may elect to file a lien, or suit, to accompany the additional \$250 fine. Another five (5) days is allowed to cure the situation.  
*If the infraction continues...*
4. The Board will levy the next level fine, which can range from \$250 up to \$1,000. If appropriate and possible, the Board may resolve the issue and charge the homeowner for the cost of doing so. If the property owner does not pay at this point, a suit will be filed to collect all fines, legal costs, and collection fees.

When the second occurrence of the same infraction occurs, the POA board reserves the right to proceed directly to step #3 above.

The property owner has a right to appeal, but appeals will not stop the process unless the owner can prove there was never a violation of the rule or regulation cited. Upon proof the violation was remedied before the fine was imposed or escalated, it can be reduced accordingly.

Violations may be reported via email to [info@thebluffspoa.org](mailto:info@thebluffspoa.org) Please include the address and, if possible, a photo of the violation.

## Dues Structure / Delinquency Policies

Property Type	Monthly POA Dues
Vacant Lot	\$62
Condo Unit [Lodge]	\$49
Townhomes in Afton Villa	\$62
Detached Residence	\$86

*Note: These are the assessments in effect as of February 2024 and are based on the 2024 POA budget. Annual increases of up to 10% are authorized to meet future budgetary needs. Increases above 10% must be approved by a vote of 2/3 of the POA membership.*

Payment via electronic means through the POA website/portal is strongly encouraged. Checks may be mailed to the management company post office address, as well, but the risk of delayed delivery always exists. There is no drop-off point for payments.

**Assessment Due Date:** All monthly assessments are due on the 1<sup>st</sup> of each month. The POA board allows a generous 20-day grace period to have payments complete without late fees being applied.

- Assessments not paid by the 20<sup>th</sup> of each month will be considered delinquent and will incur a \$15 late fee.
- Assessments, including late fees, which reach 60 days past due will prompt an additional late fee of \$15 plus a demand letter from the POA requiring immediate payment.
- Assessments, including late fees, which exceed 90 days past due will be turned over to the POA's collection agent. At this point, all applicable fees, interest, court cost, etc. will be included in the total amount owed.

The POA is authorized in the C&Rs to suspend the voting rights of property owners delinquent for more than 90 days.