



SOCC RULES & REGULATIONS

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23 SOUTHPORT DRIVE MASHPEE, MA 02649

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1. UNITS

1.1. Proper Usage

(Violation - \$100)

- 1.1.1. All units will be maintained for residential use as described in the by-laws of the town of Mashpee.
- 1.1.2. Home-based occupation is permitted if it is conducted by a unit owner or resident of the unit, no employees or clients come to the home, and use is secondary to the use of the unit as a residential dwelling.
- 1.1.3. In no event shall any use be made in home-based occupation that would be in violation of the zoning by-laws of the town of Mashpee.

1.2. Unit Occupancy

(Violation - \$10,000)

- 1.2.1. As specified in the Association By-Laws, each unit shall be occupied as a single-family residence with no more than two people per bedroom and two bedrooms per unit.

1.3. Unit Rental

(Violation - \$100)

- 1.3.1. A unit owner may lease their unit for use of others with the written consent of the Board of Governors. For each lease, it is the responsibility of the unit owner to notify and obtain approval by the Board of Governors prior to occupancy. Such notification must provide the name and age of each tenant. A copy of all leases or rental agreements together with proof of age of all occupants shall be promptly furnished to the Board of Governors.
- 1.3.2. The lease must be for a period of more than six months but no more than one year. The Board of Governors has adopted a policy that does not allow renewal after the first year. All lease arrangements for units shall be in writing and be specifically subject to the requirements of the Association governing documents.
- 1.3.3. Each unit owner is responsible for their tenants.
- 1.3.4. Tenants must agree to the Association By-Laws and to these Rules and Regulations. Tenants may use all the amenities of the Association. Unit owners who do not reside at Southport, and lease or allow others to occupy their unit, may not use Association amenities except as a guest of a resident.
- 1.3.5. All condo fee payments for leased property must be made by automated debit (ACH).

1.4. Unit Access

(Violation - \$250)

- 1.4.1. For the purpose of gaining access to units in the event of an emergency, all unit owners are required to place on file with Management the names and telephone numbers of primary and secondary contacts and/or a key to allow entrance. These contacts should be people who can respond quickly and act on the unit owner's behalf.
- 1.4.2. In the event of an emergency and access to a unit is required, at least two people must make entrance for security purposes. Any representative authorized by Management may enter any unit or room in the building at any reasonable hour of the day after reasonable notice, under the circumstances, for the purpose of performing work.

1.5. Renovations

(Violation - \$500)

- 1.5.1. Any renovations that require a Permit from the Town of Mashpee, whether Electrical, Plumbing, Gas, or Building shall not be made to any unit without approval of the Board of Governors and Management, which will require the completion of an Architectural Modification Request (AMR) form.
- 1.5.2. Any such changes shall comply with the Association Master Deed and federal, state, and local laws and regulations. This rule is instituted for the purpose of reducing future insurance costs and to ensure that work is properly permitted and performed by insured contractors.
- 1.5.3. An AMR packet may be obtained from Management or on the Association website. The approved material list by the Board of Governors consists of:
 - 1.5.3.1. Windows - Anderson 200 Series, white in color.
 - 1.5.3.2. Emergency Escape and Rescue Window - Silverline 2392 Series 54"x47" Sliding Window, white in color.
 - 1.5.3.3. Escape and Rescue Window Well - Rockwell Premier Series (size is dependent on existing grade elevation), grey in color.
 - 1.5.3.4. Storm Door - Anderson Full View or Hideaway Storm Door, white in color with a Satin Nickel Lever Style Handle Set

1.6. Interior Unit Maintenance

(Violation - \$25)

- 1.6.1. Each unit owner shall keep their unit interior in a good state of repair and cleanliness and shall not sweep or throw any substance onto the common area.

- 1.6.2. There are year-round requirements, as well as for the winter months, regardless of unit occupancy. These include but are not limited to: a thermostat minimum of 55°F, replacement of thermostat batteries, and proper shut off and winterizing exterior water faucets.
- 1.6.3. See additional unit maintenance information in the Homeowner User's Guide on the Association website.

1.7. Yard Sales and Other Activities

(Violation - \$100)

- 1.7.1. No yard sales, flea markets, garage sales, or estate sales shall be conducted.

1.8. Noise in Units

(Violation - \$25)

- 1.8.1. Unit owners, guests, and tenants are expected to reduce noise levels after 10:00 pm so that neighbors are not disturbed. This restriction applies both to the interior of the unit and to decks and other common areas. At no time are musical instruments, radios, or televisions to be so loud as to become a nuisance.

1.9. Garbage Disposals

(Violation - \$100/per day)

- 1.9.1. Garbage disposals are prohibited. The use of garbage disposals introduces excessive amounts of solid waste into the wastewater treatment plant, which stresses the treatment equipment, causes premature failure, and results in considerable expense to all residents.
- 1.9.2. An existing garbage disposal must be removed immediately. Refer to Section 10.9 Violation of the Garbage Disposal Policy for the daily fee imposed for garbage disposals.

2. UNIT EXTERIORS

2.1. Changes to the Exterior of Buildings

(Violation - \$500 + Restoration Costs)

- 2.1.1. Any change affecting the exterior appearance of a unit requires the written approval of the Board of Governors.

2.2. Appearance of Exclusive Use Common Areas

(Violation - \$25)

- 2.2.1. Unit owners are responsible for the proper appearance of driveways, decks, exterior steps and entrance ways, all of which are exclusive use common areas, and shall be kept neat, clean and sanitary.

2.3. Exterior Appearance in General

(Violation - \$25)

- 2.3.1. Unit owners are responsible for the general tidiness of the exterior of their unit. No towels, clothing, laundry, rugs, blankets or similar items shall be hung from any window, railing or exterior portion of the unit or otherwise exposed to public view.

2.4. Outdoor Equipment

(Violation - \$25)

- 2.4.1. Outdoor equipment such as bicycles, sporting goods, baby carriages, and other personal articles and equipment shall not be stored on common areas. Outdoor furniture is excluded from this prohibition but shall be stored neatly on the deck when not in use.
- 2.4.2. Firewood shall be neatly piled at the side or rear of any unit so that there will be no potential cause of structural damage. The woodpile may not extend more than two feet into any common area. No more than one quarter of a cord of wood may be stored outside of any unit.
- 2.4.3. Outdoor umbrellas must be closed and secured at all times when not in use.

2.5. Trash

(Violation - \$25)

- 2.5.1. All trash must be kept inside each unit until it is placed at the curb for collection. Trash must be placed outside in securely covered receptacles.
- 2.5.2. All trash bags must be enclosed in a receptacle. This rule is necessary because animals forage in trash barrels, open barrels attract insects, and the wind scatters trash.
- 2.5.3. No more than two trash receptacles are allowed per unit.
- 2.5.4. Trash may be put outside the night before the scheduled day of collection no earlier than 8:00 pm (5:00 pm prior to daylight savings time) and by 7:00 am on the day of scheduled collection.
- 2.5.5. If trash is not out at the designated time and is not collected, unit owners must make their own arrangements for collection.

- 2.5.6. All receptacles must be returned to the unit no later than the end of the day of collection.
- 2.5.7. Garden debris, cuttings and weeds should be dropped off at the yard waste collection bin located behind the Village Center. Do not leave trash or plastic bags in this area. Garden debris may also be dropped off at the Mashpee Transfer Station.

2.6. Grills

(Violation - \$1000)

- 2.6.1. Effective November 1, 2024, the use of all, natural gas, propane, wood, pellet fed, and charcoal grills are prohibited. The exceptions to this policy are the gas grills at the outdoor pool and Clubhouse.
- 2.6.2. Outdoor electric grills are permitted.
- 2.6.3. All outdoor open flame, wood, pellet fed, and gas fired devices including, but not limited to, fire pits, outdoor heaters, heat lamps, fire tables and tiki torches are also prohibited.
- 2.6.4. Any homeowner, resident or tenant found using any natural gas, propane, wood, pellet fed, or charcoal grill or device will be fined one thousand dollars (\$1,000.00) per use and/or occurrence.
- 2.6.5. Propane tanks (even if “empty”) may not be stored inside a unit, in the garage, or on a balcony at any time. without direct egress to the ground.

2.7. Antennas and Satellite Dishes

(Violation - \$100)

- 2.7.1. No unit owner, resident, or tenant shall allow the installation of wiring or equipment for electrical or telephone use, television antennae, satellite dish, air-conditioning unit, computers, or other equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of the building unless authorized by the Board of Governors and Management.
- 2.7.2. Each application will be approached on an individual basis and the final outcome of each decision will not set precedent for any other decision of the Board of Governors and Management regarding these matters.
- 2.7.3. All electrical equipment must fully comply with rules, regulations, and requirements of the Board of Fire Underwriters and the public authorities having jurisdiction.
- 2.7.4. The unit owner alone shall be liable for any damage or injury caused by any equipment installed adjacent to their unit.
- 2.7.5. Satellite dishes will be allowed in the common areas adjacent to the rear or the side of the building, within a reasonable distance of the unit that is to receive the satellite signal.

- 2.7.6. In the event of a resale, the unit owner selling the unit is responsible for the removal of said satellite dish if the buyer does not want it. Unit owner (seller) responsibility includes the removal and disposal of the satellite dish as well as any costs incurred to repair any common area ground that may be disturbed, including but not limited to, filling holes and re-seeding lawn area if applicable.
- 2.7.7. New unit owners (buyers) wishing to keep an existing satellite dish acknowledge that this responsibility falls upon them once the sale is complete.

2.8. Display of Decorative Objects Around Units

(Violation - \$25)

- 2.8.1. Sidewalks, entrances and driveways shall not be obstructed or used for any purpose other than entrance to or exit from the unit and parking.
- 2.8.2. All front decks and stoops must be clear of any obstructions to allow snow shoveling from December 1 to April 1.
- 2.8.3. Decorative objects that are displayed in common view of neighbors or are visible from sidewalks and streets, are prohibited except as detailed in this document.
- 2.8.4. Privately owned statues, statuettes, park type benches, outdoor furniture, artificial flowers, windsocks, painted stones, lawn ornaments (for example, reflective globes, pinwheels, animal replicas, battery operated items, etc.) are not permitted on common areas at any time.
- 2.8.5. House signs or plaques must be approved by the Board of Governors and Management. The design must be submitted for approval using an Architectural Modification Request (AMR) form obtained from the Management office.
- 2.8.6. After approval, signs are permitted adjacent to the entry door (18" x 24" maximum overall size) or over garage doors (12" x 48" maximum overall size).
- 2.8.7. Exterior decorations for specific holidays may be displayed up to one week prior to the holiday and for three days after the holiday.
- 2.8.8. Such decorations shall be limited to the front of units and may not penetrate building siding or trim.
- 2.8.9. Any repair costs for damage caused to landscaping or unit exteriors as a result of holiday decorations will be borne by the responsible unit owner.
- 2.8.10. No awnings, clotheslines, or signs other than approved house signs as described above, may be displayed outside or hung from any unit.
- 2.8.11. Birdbaths, bird feeders and bird houses are permitted, but not more than any combination of two per unit (for example, one birdbath and one birdhouse or two birdhouses). Additionally, hand feeding of birds, including turkeys, is not permitted. Bird feeders are restricted/limited to liquid feed, i.e. Hummingbird feeders. No seed or suet-based feeders are permitted to deter recent issues with rodents including rats, chipmunks, squirrels, and other animals such as raccoons from nesting near resident units.

- 2.8.12. Bird-related structures are prohibited from the front or side of units, may not interfere with maintenance of common areas, and may not be affixed to a tree by means of nails or screws.
- 2.8.13. Wind chimes are prohibited.
- 2.8.14. Unit owners may display one American Flag at their units. The flagpole should not exceed six feet in length and be mounted in a place designated by the Board of Governors. Use must conform to U.S. flag etiquette.
- 2.8.15. No other flags may be hung or displayed from any unit or in the common area.

2.9. Winter Holiday Decorations

(Violation - \$25)

- 2.9.1. Unit owners may display winter holiday decorations beginning the day after Thanksgiving to January 15th.
- 2.9.2. Exterior wreaths or swags are allowed on the doors, entrance ways and front porches of units. Wreath hooks or magnets must be used on front doors. Hardware of any kind that will penetrate the front door or the building is prohibited.
- 2.9.3. A properly secured tree with non-blinking clear or white mini lights may be displayed on the rear deck of a unit.
- 2.9.4. Only white or clear mini lights may be displayed on bushes or trees near units. Flashing lights are prohibited.
- 2.9.5. All power cables and outside lights must be UL listed for outdoor use and no power cables may be laid across walkways or driveways
- 2.9.6. Decorations of any kind are prohibited on roofs, lawns and landscape areas.

2.10. Landscape Modifications by Unit Owners

(Violation - \$500 + Restoration Costs)

- 2.10.1. Common areas are the purview of the Association rather than individual unit owners. The following rules address landscape plantings undertaken by unit owners. The rules are designed to maintain a balance between the ability of the landscape crew to do their job efficiently and maintain the overall appearance of the Association community, while adapting to the desires of unit owners.
- 2.10.2. A Landscape and Exterior Modification Request (LEMR) form is required for any landscape modification by unit owners. The LEMR includes a requirement to contact Dig Safe. A LEMR packet may be obtained from the Management Office or the Association website.

- 2.10.3. The LEMR packet may be obtained from the Management Office. Owners may plant shrubs or bushes, low growing annuals, perennials, and bulbs (not growing higher than 12"-18") within these beds provided they do not touch unit siding, trim, and equipment and clearances to edges of beds (as outlined in 2.10.1 above) are adequate to allow the Association landscape crew to maintain the surrounding grounds.
- 2.10.4. The unit owner agrees to complete a spring cleanup (before Memorial Day) and fall cleanup (as soon as possible after the blooming season is over, or no later than November 1).
- 2.10.5. The unit owner agrees to maintain what they plant in accordance with these rules. If a unit owner fails to properly maintain their plantings, the Association retains the right to require removal at the unit owner's expense.
- 2.10.6. In the 2-foot mulched beds adjacent to the side and back of units, unit owners should limit plantings to low growing annuals, perennials, and bulbs and maintain air circulation between plantings and unit siding, trim, and equipment. Tall plantings, including shrubs, must be pruned regularly to avoid coming in contact with siding, trim, or equipment. If beds are not cared for properly, they must be removed at the unit owner expense. If these beds contain no unit owner plantings they will be weeded, mulched, and edged by the landscape crew.
- 2.10.7. In front mulched beds and streetscapes that abut the foundation, originally planted by the developer, original shrubs are pruned and the beds are weeded mulched and edged by the landscape crew. Low-growing annuals, perennials and bulbs are allowed. Unit owners must maintain any added plantings.
- 2.10.8. In small, mulched areas between and abutting units any plantings in beds that abut more than one unit must be agreed upon by all affected unit owners. In case of disagreement, no planting is permitted.
- 2.10.9. Unit owners may plant flowers in containers. No containers may be placed on grass areas. Any containers on front porches, asphalt, walkways or steps must be removed for snow removal. Unit owners may plant tomato and other small vegetable plants in containers on rear decks only. No vegetable plants are allowed at the front or sides of units.
- 2.10.10. Insured outside landscape services are allowed for initial planting of new beds or patio installation, maintaining beds, and removing plantings at the owner's expense. Outside services must be outlined in a LEMR and adopted before the initial planting of new beds or patio installations.

2.11. **Patio Installation by Unit Owners**

(Violation - \$500 + Restoration Cost)

- 2.11.1. Unit owners may not install a patio without a complete Landscape and Exterior Modification Request (LEMR) form, available from Management. Unit owners who receive approval to install a patio must follow the guidelines for construction, color, and size as prescribed by the LEMR.

- 2.11.2. Maintenance of the patio is the responsibility of the unit owner.
- 2.11.3. If a future buyer of a unit does not want the patio, the unit owner is responsible for its removal and any costs incurred to bring the area back to its original condition.
- 2.11.4. The patio must fit snugly between decks, unit walls, and the end of the unit for ease of mowing and maintenance.
- 2.11.5. Patios must abut a deck or foundation and be generally contained within the perimeter of the building. No freestanding patios are allowed.
- 2.11.6. Patios should be located under the window(s) of the unit owner installing the patio, not that of their neighbor(s).
- 2.11.7. Patio size to be specific to location after review by Board of Governors and Management.
- 2.11.8. Prior to any installation it shall be determined if any utilities and/or irrigation equipment will be covered by the patio. If so, then these must be addressed to the satisfaction of the Association.
- 2.11.9. Patio materials must be a solid surface type such as poured concrete, concrete pavers, or stone pavers. The poured concrete surface may be stamped with a stencil to look like stone pavers. Patios shall not consist of compacted stone dust or gravel alone.
- 2.11.10. The colors of all patio materials must be neutral so that they blend in with the surrounding units and existing walkway pavers – no red, green, black, or dark brown pavers may be used. Color and type of paver must be noted on the LEMR form for approval.

2.12. Natural areas

(Violation - \$500 + Restoration Cost)

- 2.12.1. Natural areas are to remain natural.

2.13. Tenants

(Violation - \$25)

- 2.13.1. Tenants do not have permission to plant anything.

2.14. On Resale

- 2.14.1. The seller's agent must obtain a "Unit Owner Plantings Form" from the buyer, indicating whether the buyer wants to continue to maintain the previous owner plantings or patio. If the buyer chooses not to maintain the plantings or patio, the seller must remove them or have them removed at the seller's expense. This form is available in the Management office.

3. COMMON AREAS

3.1. Proper Use of Common Areas

(Violation - \$50)

- 3.1.1. Common areas include all Association property except individual unit interiors. Exclusive use common areas are common areas for the use of the individual unit owner, such as driveways, decks, exterior steps and entryways.
- 3.1.2. All rights to the common area will be maintained for residential use as described in the by-laws of the town of Mashpee.
- 3.1.3. Commercial use of common areas by unit owners is prohibited.
- 3.1.4. There shall be no use that changes the common area, increases the maintenance thereof, or does not comply with other rules and regulations of the Association.

3.2. Structural Changes in Common Areas

(Violation - \$500 + Restoration Cost)

- 3.2.1. No structural changes shall be made to any common area without the approval of the Board of Governors.

3.3. Advertising / Soliciting

(Violation - \$50)

- 3.3.1. No unapproved advertising/soliciting shall be allowed in or on Association property. This includes door-to door, email, and printed advertising/soliciting. (including but not limited to placards, folders, signs and flyers).
- 3.3.2. The use or distribution of resident phone lists, contact lists, or any other unit owner information is prohibited. Unit owner information is to be used exclusively within the Association and may not be used by or shared with any third party, group or organization.
- 3.3.3. Violation of this rule will result in enforcement action as defined in section 10, Enforcement of Violations.

3.4. Littering

(Violation - \$25)

- 3.4.1. Littering is forbidden on the entire Southport property.

3.5. Smoking

(Violation - \$25)

- 3.5.1. Smoking is prohibited in the Village Center, pool area and Clubhouse. This prohibition includes electronic “smoking”, “vaping” and similar devices.

3.6. Noise in Common Areas

(Violation - \$25)

- 3.6.1. Unit owners, guests and tenants must reduce noise levels after 10 pm so that neighbors are not disturbed. This restriction applies to decks and other common areas as well as to the interior of the unit. At no time are musical instruments, radios or televisions to be so loud as to become a nuisance.

4. FACILITIES

4.1. Village Center

(Violation - \$25)

- 4.1.1. To protect unit owners' safety and financial investment in the Village Center, the Board of Governors established the following Village Center rules and regulations. Management staff members have the authority to enforce them.
- 4.1.2. Residents and tenants are responsible for themselves and their guests at all times and are responsible for educating them about the Rules and Regulations and proper etiquette for an adult-oriented community.
- 4.1.3. Anyone abusing these rules may lose their privileges and/or be assessed a fine as specified in Section 10. Enforcement of Violations.
- 4.1.4. Shoes and shirts must be worn in the Village Center including in the fitness rooms. Wet swimsuits are prohibited inside the Village Center except in pool areas and access areas to locker rooms.
- 4.1.5. No one under 18 is allowed in the Weight or Cardio rooms.
- 4.1.6. After every use, all fitness equipment should be wiped down with the solution provided. Additional rules are posted in fitness rooms, such as signing in, length of time on a machine, etc.
- 4.1.7. Guests are not authorized to use the facilities of the computer room at any time. This facility is for the exclusive use of residents.
- 4.1.8. No person under the age of 18 may use the billiards room.
- 4.1.9. The library is reserved for the exclusive use of residents.

4.2. Swimming Pools and Pool Areas

(Violation - \$25)

- 4.2.1. Guests must be family or visitors of residents. Guests under 16 must be accompanied by an adult 18 years of age or older, who is responsible for their behavior. Residents must accompany their guests to register. Guests must sign in with accurate and complete information when using either pool.
- 4.2.2. No lifeguard is on duty. Swimming is at your own risk. Swimming alone is discouraged.
- 4.2.3. Clothing and swimsuits must be changed in the locker rooms. Do not change in the restrooms.
- 4.2.4. Leaving personal items on pool area chairs or tables to hold a spot is not allowed. Personal belongings may only be placed on chairs or tables when you are present in the general vicinity.
- 4.2.5. Food is allowed only in the designated picnic area at the rear of the pool. Only paper or plastic plates and cups or metal beverage containers may be used. No glass of any kind is allowed in the pool and hot tub areas.
- 4.2.6. The picnic area is for the exclusive use of unit residents and their registered guests.
- 4.2.7. Special events such as parties and picnics for groups larger than eight must be scheduled in advance with the Village Center Director. No children's parties are allowed.
- 4.2.8. Pets are not allowed in the pool area.
- 4.2.9. Refrain from swimming if you are ill or have an open sore or blister. Open sores and blisters, even those covered by a band aid, may spread infection and disease.
- 4.2.10. State law requires that bathers shower before entering either pool.
- 4.2.11. Keep the steps into the pools clear.
- 4.2.12. Shoulder length hair must be tied back, or a bathing cap must be worn.
- 4.2.13. Anyone in either pool needing diapers must wear swim diapers.
- 4.2.14. Children under the age of 10 must be accompanied in the water by an adult over 18.
- 4.2.15. Rough housing, running, jumping, body throwing and diving are prohibited.
- 4.2.16. No recreational inflatables or toys, including dive toys and balls, are allowed on the pool decks or in the pools. The exceptions are water wings, life vests and noodles. Noodles must be returned to the storage rack when not in use.
- 4.2.17. Lap lanes are always exclusively available for adult lap swimming.
- 4.2.18. During water aerobics classes, both the indoor and outdoor pools are closed except for lap swimming in the outdoor pool.
- 4.2.19. When thunder is heard, even in the distance, or lightning is seen, the indoor and outdoor pools and deck areas will be closed for a minimum of 20 minutes after the last clap of thunder or bolt of lightning.
- 4.2.20. No one under the age of 16 is allowed in the hot tub or sitting on the edge.

- 4.2.21. No beverages of any kind are allowed in the hot tub or on the edge of the hot tub.
- 4.2.22. Pregnant women and people who suffer from health-related issues, including heart disease and blood pressure problems, should consult with their physician before using the hot tub.
- 4.2.23. Do not use body lotions or oils before entering the hot tub. Use of these products clogs the filters.

4.3. Clubhouse

(Violation - \$25)

- 4.3.1. These rules apply to the Golf Course and Clubhouse itself. For information and rules related to the Golf Club, see Section 9.2 Golf Club. Further information can be obtained at the Clubhouse.
- 4.3.2. Under the direction of the Amenities Director and Golf Club Manager, the Clubhouse is open to all residents.
- 4.3.3. For safety's sake, walking or biking on the golf course, including the cart paths is prohibited in spring, summer and fall during golfing hours. At times when permitted, biking is restricted to the cart path.
- 4.3.4. No one is permitted on the greens except while playing golf.
- 4.3.5. The ponds on the golf course are environmentally sensitive and are protected for natural habitat. The ponds are lined with a fragile PVC material and subject to puncture. Therefore, no ball retrievers are allowed in the ponds.

4.4. Racquet Sports Courts

(Violation - \$25)

- 4.4.1. These rules apply to the racquet sport courts. For information and rules related to the Tennis Club, see Section 9.3 Tennis Club.
- 4.4.2. The sport courts are open to all residents.
- 4.4.3. Courts are to be used for racquet sports only. No bicycling, skateboarding or roller skating allowed.
- 4.4.4. Anyone on the courts under the age of 18 must be accompanied by a unit owner or resident.
- 4.4.5. Athletic shoes must be worn at all times while using the courts.
- 4.4.6. No animals are allowed in the court area at any time.

4.5. Grounds/Landscaping Building

(Violation - \$25)

- 4.5.1. Unauthorized access to the Grounds/Landscaping Building and surrounding area is prohibited.

4.6. Wastewater Treatment Plant

(Violation - \$100)

- 4.6.1. The wastewater treatment plant is a mechanized septic system with very specific requirements. Each treatment for blockages incurs substantial costs to the Association. To avoid the cost of early replacement of sand filters and the associated cost to pump out the system more frequently than recommended, the Board of Governors has adopted the following rules and regulations regarding the proper disposal of materials.
- 4.6.2. Garbage disposals are prohibited. The use of garbage disposals introduces excessive amounts of solid waste into the wastewater treatment plant, which stresses the treatment equipment, causes premature failure and results in considerable expense to all residents.
- 4.6.3. All existing garbage disposal units must be removed immediately. The daily fine for violating the garbage disposal rule is documented in Section 10. Enforcement of Violations.
- 4.6.4. The plant cannot process solids. Do not use drains or toilets to dispose of latex gloves, diapers, baby wipes, incontinence garments, sanitary products, cleaning pads, condoms, facial tissues, dental floss, paper towels or similar fibrous items.
- 4.6.5. The plant cannot process ground-up solids. Do not use drains or toilets to dispose of kitchen scraps, coffee grounds, or any other kitchen garbage.
- 4.6.6. The plant is designed to be fat free. Do not pour cooking oils, grease, bacon fat, etc. down the drains or toilets. Pour liquid fats into a container for disposal in the trash.
- 4.6.7. The plant is designed as a natural process. Do not dispose of drain cleaners, paint, solvents or harsh chemicals in drains or toilets. Only substances labeled “septic safe” are acceptable. Note that “Flushable” is not “Septic Safe.”

5. ROADS AND VEHICLES

5.1. Rules of the Road

(Violation - \$25)

- 5.1.1. The speed limit on Southport roads is 20 mph.
- 5.1.2. All Massachusetts traffic rules apply, including making a complete stop at stop signs.

5.2. Parking

(Violation - \$50/per day)

- 5.2.1. Motor vehicles belonging to residents or guests parked on Association property shall display an Association parking sticker or guest pass on the driver's side window of the vehicle.
- 5.2.2. Residents are limited to no more than two resident parking stickers per unit.
- 5.2.3. All residents shall normally park their vehicles in their garage or on the driveway directly in front of their garage. Where a driveway leads to multiple units' garages, parking on the driveway must not block easy access to other residents.
- 5.2.4. Parking on streets and lawns is prohibited at all times.
- 5.2.5. Resident overnight parking on parking pads is not allowed.
- 5.2.6. Parking pads are for the use of guests. To ensure that all residents have the use of guest parking areas for their visitors, especially during the summer months and seasonal holidays, neighbors should be thoughtful about leaving visitor pads vacant. Residents should also keep neighbors informed about their need for additional parking for guests.
- 5.2.7. Residents may occupy a space on the guest pad to make space in their driveway for visitors.
- 5.2.8. Flagrant abuse of parking privileges should be brought to the attention of Management by residents or Neighborhood Representatives. Offenders will be subject to warnings and fines as described in Section 10. Enforcement of Violations.

5.3. Vehicles

(Violation - \$100/per day)

- 5.3.1. As stated in the Association Master Deed, no commercial trucks or recreational vehicles, including but not limited to boats or trailers, shall be parked or stored in any common areas, including unit driveways, the Village Center parking lot, or the Clubhouse parking lot.
- 5.3.2. Unregistered or inoperable personal vehicles are not allowed anywhere on Association property. If not removed by their owner, they may be towed at owner's expense

5.4. Motor Vehicle Repair and Storage

(Violation - \$100/per day)

- 5.4.1. No repair of motor vehicles shall take place anywhere within Southport. Driveways shall not be used for any purpose other than to park motor vehicles, except to wash or detail resident vehicles.

5.5. Resident Winter Parking

- 5.5.1. Winter parking at the clubhouse for residents is allowed from November 1st to April 30th.
- 5.5.2. All vehicles must have a current registration and must be drivable in case of emergency.
- 5.5.3. Tarps are permitted provided they are properly secured.
- 5.5.4. Keys to the vehicle must be left with Management.

6. GUESTS

6.1. Guest Registration

- 6.1.1. Guests without current Association parking stickers on their vehicles must register their vehicle and receive a pass at the front entrance when visiting Southport. The guard house should be notified in advance of the arrival of guests to help speed up the entry process.

6.2. Guests and Children

- 6.2.1. Residents are responsible for their guests at all times.
- 6.2.2. Unit owners must make their tenants and guests aware of rules that may apply.
- 6.2.3. An adult must accompany any guest under the age of 18 years in or on all common facilities.

- 6.2.4. Guests must sign in when using the amenities in the Village Center, Golf Course and Tennis Courts.
- 6.2.5. Additional rules related to guests and children are included in other applicable sections of these Rules and Regulations.

6.3. Real Estate Open House: Open Houses will be allowed in Southport with the following restrictions:

(Violation - \$100/per day)

- 6.3.1. All showings must be by “appointment only” with the licensed real estate broker or salesperson (the “Realtor”).
- 6.3.2. The Realtor must provide a list of names to the Guard House for all scheduled visitors with corresponding appointment times in advance of the Open House.
- 6.3.3. Unscheduled visitors cannot be registered by the Guard House nor allowed entry to Southport.
- 6.3.4. The Realtor must be on site to receive visitors at the seller’s location or Village Center parking lot.
- 6.3.5. The Guard House will not call the Realtor to announce the arrival of visitors.
- 6.3.6. A visitor tag will be provided to all guests and made visible in the car. The tag must be returned to Guard House when exiting the property.
- 6.3.7. Signs for the Open House are not to be placed near or across the street from Southport Entrance. Any Realtor who places signs in these areas may be prohibited from accessing the common areas for the purposes of conducting showings and may be the subject of a notice of “no trespass”. Signs are prohibited on the seller’s property.
- 6.3.8. Parking will be allowed on designated parking pads near the Open House location or in the seller’s driveway as available. Parking is not allowed on the streets, sidewalks or yards at or near the property. The Village Center parking lot is available as well.
- 6.3.9. Visitors who want a tour of the Village Center must be accompanied by the realtor.
- 6.3.10. A unit owner will be responsible for ensuring that the Realtor complies with this Rule and Regulation and any violation of this rule committed by Realtor will subject the unit owner to fines and all costs of enforcement.

7. PETS

7.1. Owner Responsibility for Pets

(Violation - \$25)

- 7.1.1. A Unit Owner may keep one (1) pet weighing **no more than** thirty-five (35) pounds at maturity in his/her Unit. "Pet" shall mean a domesticated dog, cat, bird, or other usual and customary household pet.
- 7.1.2. Pets must be registered with the Association. Failure to register a pet may result in a fine.
- 7.1.3. A copy of the town license for a dog and a pet photo are required.
- 7.1.4. Owners assume full responsibility for any pets visiting. Visiting pets are subject to the same Rules and Regulations as pets in residence.
- 7.1.5. Tenants, renters, and/or lessees are not allowed to keep, tend or possess a dog of any kind, at any time. Homeowners choosing to rent/lease their unit are required to inform prospective tenants of this policy and provide signed documentation to the Board of Governors that the tenant acknowledges and agrees to abide by this policy. The Homeowner assumes all responsibility for their tenant's actions in regard to this policy.
- 7.1.6. Pets of any kind may not be kept, bred or maintained within the Unit for commercial purposes.
- 7.1.7. Rodents, poultry, ferrets, reptiles or any kind of exotic animals (as determined by the Board of Governors in their sole discretion) are prohibited within any residential or commercial unit or upon the common elements.
- 7.1.8. A pet shall not be allowed to roam free in any Common Area and may not be tied or left unattended in any common area.
- 7.1.9. Pets shall not be allowed upon the Common Areas unless accompanied by a responsible person and restrained by a leash not to exceed six (6) feet in length or carried in an animal carrier.
- 7.1.10. Pets are not allowed in the Village Center, outdoor pool enclosure, golf course, clubhouse, bocce, shuffleboard, or Racquet Sports courts, under any circumstances. Walking your pet on the golf cart path is allowed when the golf course is closed.
- 7.1.11. Consistent with state and federal laws, certified service animals are permitted in all areas. Service animals are not exempt from leash/harness requirements, noise restrictions and being picked up after.
- 7.1.12. A pet shall never be left unattended on any patio.

- 7.1.13. The Owner/Resident of the Unit housing a pet shall be responsible for any damage to the common area caused by the pet. Each such resident shall be deemed to be wholly responsible for any loss or liability resulting from their pet. The Board of Governors may assess any expenses incurred for damage against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense in accordance with M.G.L. c. 183A, Section 6.
- 7.1.14. The use of “pooper scoopers” is required on roads, walkways, walking trails and landscaped areas. Pooper scooper bags shall not be disposed of anywhere on the common areas but should be taken home and disposed of in your trash receptacle. Trash receptacles in common areas are not intended for pet waste.
- 7.1.15. Unit Owners with pets shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Condominium Association from all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
- 7.1.16. No pet shall be permitted to become a nuisance, create any unreasonable disturbance, noise or interfere with the quiet enjoyment of the community and its residents. If a pet has been determined to constitute a “nuisance” the pet shall be permanently removed from the Community.
- 7.1.17. Pets shall not bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack. Any person who owns, harbors, or otherwise provides custody for a dog shall be responsible for any damage or injury caused by that dog, including, but not limited to, veterinary or medical bills or property damage.
- 7.1.18. Each Unit Owner keeping such a pet who violates any of the above conditions or Rules and Regulations shall be subject to enforcement in accordance with Section 10 of the Associations “Rules and Regulations.”
- 7.1.19. Unit owners may be assessed by the Board of Governors for the cost of the repair of any such damage, cleaning or elimination of such nuisance.
- 7.1.20. Unit owners may be levied such fines as the Board of Governors may reasonably determine.
- 7.1.21. Unit owners may be required by the Board of Governors to permanently remove such pets from the community upon three (3) days written notice from the Board of Governors.

8. INSURANCE

8.1. Insurance Hazards

(Violation - \$100)

- 8.1.1. No activity shall be done or maintained in any unit or upon any common area that will increase the rate of insurance thereon or cause the cancellation of the insurance.
- 8.1.2. There shall be no obstruction of the common area, nor may anything be stored upon the common area.
- 8.1.3. No person may at any time bring onto Association property any flammable, combustible or explosive fluid material, chemical, or substances, except such lighting and cleaning fluids as are customary for residential use.
- 8.1.4. Each unit owner assumes responsibility and insurance liability for their ownership and use of a grill. Refer to Section 2.6 Grills for more information.

8.2. Liability

- 8.2.1. Each unit owner assumes responsibility for their own safety and that of their family, guests, agents, employees, licensees, tenants, or visitors.

8.3. Insurance Upgrade Form

- 8.3.1. Unit owners are expected to keep their insurance current. This information establishes the basis in the home and documents the value of any upgrades that have been made, in the event of an insurance claim.

9. CLUBS

9.1. Inclusiveness

- 9.1.1. All Association clubs and activities are open to all residents. If an activity is held in a common area, such as the Village Center or Clubhouse, it must be open to all residents under the same rules (for example, joining a club, paying a fee). A current list of clubs can be found on the Association website. Specific rules for each club are available from each club committee.

9.2. Golf Club

(Violation - \$25)

- 9.2.1. Golf Club Rules and Regulations apply to both residents and guests.
- 9.2.2. There are several 9- and 18-hole golf leagues for men and women as well as time designated for non-league golf.

- 9.2.3. You must have an on-line golf account and arrange tee times via the on-line registration system before playing a round of golf. All players, including walkers, must register for their rounds.
- 9.2.4. Only residents and their registered guests may play, and a resident must accompany all guests. All guests must pay greens fees.
- 9.2.5. A valid driver's license is required to operate a golf cart.
- 9.2.6. Guests under the age of 12 are not permitted to golf or be on the golf course at any time.
- 9.2.7. Additional information can be found in Section 4.3 Clubhouse and the current Golf Committee rules.

9.3. Tennis Club

(Violation - \$25)

- 9.3.1. Tennis Club rules and regulations apply to both residents and guests.
- 9.3.2. All tennis players must sign in prior to using courts.
- 9.3.3. Court time is limited to one hour for singles play and one and one-half hours for doubles play.
- 9.3.4. All trash must be placed in a proper receptacle.
- 9.3.5. Consult Section 4.4 Tennis Courts and the current Tennis Committee rules for additional information.

9.4. Wood Shop/Woodworkers Club

(Violation - \$25)

- 9.4.1. The Association Wood Shop is a facility that is available to all residents who agree to the rules and guidelines established for the safety of all who use it.
- 9.4.2. All Wood Shop users must complete a designated safety course and be current in the payment of their dues.
- 9.4.3. Detailed rules and guidelines for the use of the Wood Shop have been provided by the Woodworkers Club and the Board of Governors and are designed for the safe operation and maintenance of the Wood Shop. These rules can be obtained from the Wood Shop Committee.

10. ENFORCEMENT OF VIOLATIONS

10.1. Notification

- 10.1.1. All complaints of violations of Association Rules and Regulations must be submitted, by email or telephone, to Management. Such complaints should identify the specific rule the resident believes is being violated. Management will have the complaint investigated and inform the unit owner and the Board of Governors of the violation.

10.1.2. The term “unit owner” shall, for purposes of this Rule, include unit owners, tenants, occupants, guests, etc. A unit owner and/or tenant, etc. shall be jointly and severally liable for any violation of this provision.

10.2. Rights of the Board of Governors

10.2.1. As set forth below in Section 10.6 Disciplinary Steps, the violation of any rule, or the breach of any provision of Association documents, shall give the Board or Governors the right, in addition to any other rights set forth in said Association documents or at law, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach.

10.3. Persistent Violations

10.3.1. In the case of persistent violations by a unit owner, the Board of Governors shall have the power to require the unit owner to post a bond or other security as they deem appropriate to provide for adherence to the Association documents as they may be amended.

10.4. Relief

10.4.1. Notwithstanding anything herein to the contrary, the Board of Governors shall have the right to seek equitable or other relief from a court of competent jurisdiction, or to take such other steps as may be necessary or appropriate in the case of any violation or condition which, in the Board of Governor's reasonable discretion, constitutes or could constitute a threat to the health, safety or well-being of any Association residents.

10.5. Remedies

10.5.1. All remedies hereunder shall be cumulative.

10.6. Disciplinary Steps: (unless otherwise set forth in these rules)

10.6.1. Upon confirmation that an alleged violation of the Association's Rules and Regulations and/or Bylaws has occurred, the following steps will be taken until the violation is resolved.

10.6.2. First Notice of Violation: The unit resident(s) will be notified by email or US mail by Management that a violation has been reported and verified. Management will ask the specific unit resident to resolve the issue and provide a deadline by which the violation must be rectified.

- 10.6.3. Failure to Respond to the first Notice of Violation: Management will make a second attempt to resolve the violation by contacting the unit resident with a second "Notice of Violation" and require that the unit resident resolve the issue by a specific date. In the event the unit resident is a tenant, the unit owner will be notified of the violation, and the violation will be noted on the unit owner's account. This notice will also include a statement that failure to rectify the condition causing the violation may cause the Association to refer the matter to the Association's legal counsel to seek resolution.
- 10.6.4. Failure to Rectify the Violation: If the violation has not been resolved by the date specified, the resident and unit owner (if applicable) will be notified by certified mail that a fine(s) may be assessed to the unit owner's account, retroactive to the date of the original violation notice, unless otherwise set forth in these rules.
- 10.6.5. In the event the violation is related to an unregistered vehicle, the vehicle found to be in violation may be towed at the unit owner's expense.
- 10.6.6. The collection of fines will be held in abeyance if the unit owner appeals the alleged violation. All fines become due when the time allowed for appeals under Rules 10.7 and 10.8 has expired if no timely appeal is filed or after completion of the appeal process of Rules 10.7 and 10.8 if that process does not result in changing the fines. A final assessment of the fines will be rendered upon the completion of the hearing/appeal process. Failure to pay the assessed fines will result in the unit owner losing access to Southport privileges and amenities until all fines are paid. Additionally, the amount due and any accumulated legal fees will be deducted at the time of sale or refinancing of the unit.

10.7. Management Appeal

- 10.7.1. Each unit owner shall have the right to an appeal hearing with property Management prior to the imposition of any fine(s) for the violation(s) by the unit owner. The unit owner must request an appeal hearing. Such a request must be submitted in writing to Management within five (5) business days of any notification of the violation or imposition of any fine(s).
- 10.7.2. In order to ensure a fair and completely unbiased process, the appeal process will be conducted in two (2) steps.
- 10.7.2.1. The first step of the appeal process will consist of the owner presenting his/her appeal of the violation to Management in person, in writing, or via electronic communication. During this step, the owner(s) may offer and present any information and/or witnesses regarding the matter. Management will render a written decision within three (3) business days.
- 10.7.2.2. The second step of the appeal process will consist of the owner appealing an adverse decision from Management to the Board of Governors in writing or via electronic communication.

10.8. Governors' Appeal

10.8.1. Each unit owner shall have the right to an appeal hearing of an adverse decision by Management. The unit owner must request an appeal hearing and must submit the request in writing or via electronic communication to Board of Governors within five (5) business days of receiving the adverse decision by Management.

All appeals of an adverse decision by Management shall be conducted by at least a majority of the Board of Governors. The Board of Governors shall give written notice of the proposed action to unit owners or occupants of units whose interests would be significantly affected by the proposed action or violation(s). The notice shall include a general statement of the violation and proposed enforcement action (fine or otherwise), as well as the date, time and place of the appeal.

10.8.2. At the appeal hearing, persons cited for the violation or enforcement action shall have the right, personally or by a representative, to give testimony orally, in writing, or both, and call witnesses, subject to reasonable rules of procedure established by the Board of Governors to assure a prompt and orderly resolution of the issues. The person requesting the appeal shall have the right to question the Board of Governors and any witnesses with respect to the subject matter of the appeal.

10.8.3. The Board of Governors need not comply with the strict legal rules of evidence observed by courts but shall consider only such evidence as reasonable people customarily consider in making important decisions.

10.8.4. Nothing herein shall be deemed to limit the rights of the Board of Governors, the alleged offender, or any unit owners or occupants affected to bring legal action with respect to the subject matter of any hearing, or any decision of the Board of Governors.

10.9. Violation of the Garbage Disposal Policy

10.9.1. When a unit owner has been found to have a garbage disposal installed, the Board of Governors has authorized the Property Manager to assess a fine of \$100.00 per day, retroactive to the date upon which the unit owner took ownership of the unit or the date when the garbage disposal was installed (proof required).

END OF REGULATIONS

Southport on Cape Cod Condominium Association Inc.

ASSOCIATION RULES & REGULATIONS CHANGE LOG

Change Date	Section	Sub-Section	Description of Change.	Name
09/09/2025	Document	All	Update R&R, remove unnecessary verbiage, add (violation penalty) add policy into formal document.	A.Oldenburg
09/09/25	10	All	Updated entire "Enforcement of Violations" section	A.Oldenburg
06/23/2025	3.3	All	Change 3.3, 3.3.1-3.3.3 to meet legal counsel recommendations. Add "soliciting"	A.Oldenburg
03/21/2025	4.2	4.2.20	Changed age allowed in hot tub from "No one under the age of 18" to "no one under the age of 16"	A.Oldenburg
03/21/2025	4.2	4.2.1	Changed "guests under 18" to "guests under 16"	A.Oldenburg
02/05/2025	Document	All	Reviewed R&R as compared o previously approved changes, for accuracy. Remove red text highlighting.	A. Oldenburg
01/14/2025	Document	All	Red Text highlight of recently updated Rules	A. Oldenburg
12/11/2024	7	ALL	Add new pet R&R as approved by Board.	A. Oldenburg
12/11/2024	Document	All	Reformat entire document-multilevel list and add interactive TOC.	A. Oldenburg
11/25/2024	2	2.9.1	Changed holiday decorations time frame to "beginning the day after Thanksgiving to January 15 th ". Board approved 01/09/2024	A. Oldenburg
11/19/2024	2.6	2.6.1-2.6.5	Changed section deleted old verbiage updated to new grill policy	A. Oldenburg
11/19/2024	2.6	2.6.6-2.6.8	Delete no longer relevant grill related items.	A. Oldenburg
11/19/2024	10.6	10.6.1-10.6.6	Add new gas grill use penalty and renumber section	A. Oldenburg
11/19/2024	2	2.4.1	Add grills to outdoor equipment	A. Oldenburg