

HV of Fork Owners Association

Rule 2022-07-02

Trash Rule

A rule defining the terms of paragraph 11 of the deed restrictions for all sections of HV of Fork Subdivision. This rule shall define trash, rubbish, debris. And shall include definition for blight and the steps that may be taken to remedy violations of Paragraph 11 as permitted by the deed restrictions and the laws of the State of Texas.

Further more, all properties which are occupied continuously for 30 consecutive days or more per year shall be required to contract with the approved trash/waste disposal company servicing the subdivision.

“Junk” means all articles such as old appliances and furniture, parts thereof, boxes, cardboard, paper, glass, old wood, tires, mattresses, growing or severed hay, grass, straw or weeds, litter or combustible or flammable waste or rubbish, building materials and similar articles and materials, and also includes all trash and debris other than that which has been collected to await arrival of the approved garbage collector. As used in this chapter, “junk” refers only to materials left outside of any building and does not apply to materials stored inside a lawfully constructed building so long as such building is wholly enclosed except for doors for ingress and egress.

Discarded material, such as glass, rags, paper, or metal, some of which may be reused in some form.

Articles that are worn-out or fit to be discarded like broken furniture and other junk in the attic.

What is Garbage?

“Garbage” means and includes all refuse, fruit and vegetable material that attend the preparation, use, cooking dealing in or storage of meats, fish, fowl, fruits or vegetables and any other materials used for foodstuffs.

What is Trash?

“Trash” means and includes all those items and things included within the definition of the terms “junk” as defined in this section; provided, that the term “trash” does not mean or include any of the following: dead animals, dirt or ashes.

What is a Blight?

Blight is a deteriorating environmental condition or nuisance that can damage and eventually ruin the security, health, and economic vitality of a business district or neighborhood if it is ignored and allowed to grow. **Including but not limited to** buildings or structures not in good repair, fences that are rotted or falling down, wrecked or dismantled vehicles, tires, used lumber, recreational vehicles in disrepair or otherwise not qualifying for “camper permit”.

Remedies for violation.

As per the deed restrictions, management can and may enter the property to remove or correct a violation. In cases of immediate hazard including health and sanitation risk management can/may cause such removal or correction after notice of 24 hours. In cases of non immediate hazard such notice shall be given 10 days before action is taken. In all cases any action required by management shall result in the property owner being responsible for reasonable costs including but not limited to labor, fees associated with disposal, fees incurred by use of outside services, legal fees, reasonable and customary administrative costs.

Approved by a quorum of the Board of Directors at a regularly scheduled meeting on July 17, 2022.



President

7-19-2022