

NORTH FORK PROPERTY OWNER'S ASSOCIATION, INC.
RULES AND REGULATIONS
(Effective September 27, 2018)

1. No trucks, vehicles with open or convertible beds between the front and rear bumpers such as open-bed sport utility vehicles, trailers, boats, RV's, buses, mobile homes, off road vehicles, vehicles in considerable disrepair, commercial vehicles or unsightly vehicles shall be permitted unless they are kept in the garage. Marked or unmarked law enforcement pickup trucks issued to residents employed by government agencies as their primary form of transportation needing to be available to the resident 24 hours a day shall be permitted on an individual basis. Law enforcement pickup trucks must be registered in the name of the government agency and confirming documentation must be provided to the Association. In all cases, such pickup trucks shall be parked in the resident's garage, if possible. Minivans, sport utility vehicles which are fully enclosed and similar non-commercial vehicles designed for passenger transport are not prohibited under this rule.
2. Pets shall be permitted. A pet shall be defined as a domestic or household dog, cat, bird, rabbit, hamster, turtle or fish. Other small animals will be allowed upon approval of the Board. Animals known to be dangerous in the wild (such as alligators, certain other reptiles or large mammals) and farm animals (such as pigs, goats, horses, cows, etc.) will not be permitted.
3. No bicycles, tricycles, scooters, baby carriages or other such vehicles or toys shall be allowed to remain overnight on the common property. No motor vehicles may be parked in the street overnight on a regular basis or at any time of day for extended periods of time. The sidewalks, walkways and streets shall not be obstructed or used for any other purpose than for ingress and egress from these areas. All vehicles shall be parked in driveways or on streets, as permitted in these rules. Residents are not permitted to park their vehicles on grass, either on their own property or common property, other than to facilitate water drainage while washing a vehicle. Overnight parking of vehicles on grass is strictly prohibited. (7/17/01).
4. Any damage to the common property or equipment of the Association caused by any lot owner, his family member, guest, invitee or lessee shall be repaired or replaced by the Association at the expense of such lot owner.
5. All property shall be kept in a clean and attractive manner. No weeds, underbrush or unsightly garbage shall be permitted to grow or remain on any parts of a parcel. All grass clippings, trimmings and other items must be removed from the property and not placed on any adjacent property. Each lot owner shall maintain the exterior so as not to be detrimental to the other owners. Failure of a lot owner to maintain the exterior of any improvement on his lot, including the landscaping and any improvements, may

result in the Association exercising the authority granted in Article VII of the Declaration. The expense of any maintenance, repair or construction of any portion of the Association Property or the Common Property necessitated by the negligent or willful acts of a Parcel Owner or his invitee's licensees, family or guests shall be borne solely by such owner and his parcel and shall be subject to an individual assessment for such expense.

Trees growing on the interior of building lots must be trimmed in accordance with accepted arboreal standards so as to minimize any threat of damage to adjacent properties, including but not limited to, the removal of all dead or damaged limbs. (9/18/01).

6. Tree Lawn Area Right of Way Responsibility. The Tree Lawn Area Right of Way is the area between the homeowner's front property boundary and the paved roadway; and between the homeowner's side property boundary and the paved roadway for those homes located on corner lots.

a.) Driveway Aprons: Homeowners are responsible for the maintenance, repair and/or replacement of their driveway aprons. Driveway aprons are to be consistent with driveways. Driveways must adhere to ARB Guidelines.

b.) Mailboxes: The POA is responsible for the design, selection, maintenance, repair and replacement of mailboxes and mailbox stanchions.

c.) Irrigation & Sod: Homeowners are responsible for the irrigation of the tree lawn right of way and the maintenance and/or replacement of sod in the tree lawn right of way.

d.) Street Trees: The POA is responsible for trimming the street tree canopy, street tree removal and/or replacement of street trees in the tree lawn area right of way. Homeowners are responsible for notifying the POA if street trees are causing damage to sidewalks or driveway aprons in front of their lot. The POA is not responsible for any damage to private property resulting from the natural growth of tree roots. Homeowners may elect to root prune and trim branches extending onto their lots using a tree service with a licensed arborist. Tree service request and approval forms are available from the property management company. It shall be a goal of the POA to preserve mature oak trees when applying this rule. (9/27/18).

7. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof. The Board of Directors will have the final say in all matters related to inter-owner disputes concerning this matter.

8. No immoral, improper, offensive or unlawful use shall be made of any lot, dwelling, house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

9. All trash shall be placed in front of the house for collection no earlier than twelve (12) hours prior to pick up. Refuse containers should be retrieved within twelve (12) hours following collection. Landscape debris that is left for collection must be placed on the

grass at the edge of the property. No landscape debris may be left on the sidewalk or in the street as this creates a hazard for pedestrians and motorists trying to pass.

10. Solicitation is not allowed.

11. The 17 mph speed limit will be enforced.

12. The duration of a written lease will be no less than six (6) months. A copy of the Association documents including the Rules and Regulations shall be made available to the renter (lease) by the owner. Renters (lessees) will be required to obey all Property Owners rules and regulations and abide by the governing documents.

13. Grass is to be maintained on waterfront lots to the water's edge.

14. No grass cutting or power equipment shall be run on Sundays.

15. Any member not having paid their assessments will surrender their keys to amenities and is not eligible to use the amenities in their own right or as a guest of any member. This rule applies to West Side residents.

16. All residents shall be required to pick up (i.e. "scoop") after their pets in areas other than their own lots.

17. In accordance with the state intention of our Declaration of Covenants and Restrictions that North Fork be a community of high quality, beauty and harmonious improvements, no hurricane shutters shall be closed so as to cover entryways and windows before such time as a "Hurricane Watch" is announced for this area of Florida. Further, all hurricane shutters shall be removed/opened no later than seven (7) days after the danger of the hurricane is announced to have passed. In no event shall hurricane shutters be placed in a closed position for the entire hurricane season.

18. In the event that a hurricane warning is issued for this area of Florida, homeowners must ensure that unsecured objects on their property are properly stored inside the garage or home so as not to become a danger to others. Examples of this would include potted plants, patio furniture, portable basketball hoops and portable swing sets and other children's toys.

19. Residents' personal gate codes may not be posted in a public place. The posting of codes at the call box itself, on the Internet or in other places where they are available to the general public can compromise the security of the community and so is prohibited.

20. Driveway pavers may be seal coated with a clear acrylic stain only. No color is permitted to be painted on any pavers. Owners are required to obtain ARB approval prior to any seal coating projects. (9/19/07).

21. The operation of unlicensed and/or unregistered motorized vehicles such as, but

not limited to, scooters, dirt bikes, all-terrain vehicles, go carts, golf carts, mopeds or bicycles within the community of North Fork is strictly prohibited. Property owners who own such vehicles must store them in their garage except while transporting them outside the community for use.

22. Repetitive Non-Compliance Resolution. A repetitive non-compliance violation occurs when the same Association member violates the same rule within twelve (12) months of the first recorded non-compliance violation.

Repetitive non-compliance violations will be treated in the following manner:

A first letter will be sent to the owner stating the initial non-compliance violation. If the same non-compliance violation occurs a second time within twelve (12) months of the initial non-compliance letter, the owner will be sent a certified letter citing that this is a repetitive non-compliance violation. All administration and mailing expenses associated with this second letter will be billed to the owner. If the same non-compliance violation occurs a third time within twelve (12) months of the initial non-compliance violation, the Association's legal counsel will send a certified letter to the homeowner. All legal fees and mailing charges associated with the third letter will be billed to the owner. In the event there is a fourth repetitive non-compliance violation, the matter will be referred to Association legal counsel to begin mandatory mediation procedures. All legal fees and charges associated with this action will be billed to the owner. In the event that the owner does not acknowledge or respond to the mandatory mediation notice within ten (10) days of the date of the mailing, the Association will without further notice seek resolution through litigation.

Note: At the time of publication, administrative fees and certified mailing costs are approximately \$25.00. Legal preparation fees and mailing costs are approximately \$125.00. Mandatory mediation costs including mediator expense, attorney fees and facility costs range between \$750.00 and \$2,000.00.

23. Newly elected or appointed North Fork Board members shall: a.) satisfactorily complete a Board member certification course approved by the Florida Department of Business & Professional Regulation within one (1) year before or ninety (90) days after the date of the Board member's election or appointment; **and** b.) certify to the secretary of the POA in writing that the Board member has read the POA's Declaration of Covenants, Articles of Incorporation, Bylaws and current Rules & Regulations. A copy of the certificate showing the Board member has completed the certification course shall be provided to the property management company for inclusion into the POA's files. (9/27/2018)

24. The following procedures shall be followed in the expenditure of North Fork Property Owner Association Funds:

-Association expenditures for items contained in the Association's annual budget shall not require a formal board vote at a regularly scheduled property owners meeting as

long as such expenditures do not exceed the annual amount allocated in the current calendar year budget.

-Association expenditures for emergency repairs which pose a hazard to personnel or property, or unplanned expenditures of \$500.00 which if not immediately resolved will result in increased costs to the Association, shall not require a Board vote at a regularly scheduled monthly Property Owners meeting.

All other unplanned Association expenses for items other than emergencies, not included in the Association's budget which exceed \$500.00 shall require:

-Approval by a majority vote of Board members, at a regular or special meeting conforming to Association by laws and where a quorum of Board members is present.

-Unanimous approval by all Board members confirmed in writing by each Board member prior to the expenditure. Either written or email confirmation by each Board member is acceptable. Such approvals shall be ratified at the next regularly scheduled Association Board meeting and entered in the minutes.

All other unplanned Association expense for items other than emergencies not included in the Association's annual budget, which are less than or equal to \$500.00 shall require:

-Approval by majority vote of Board members via email. Such approvals shall be ratified at the next regularly scheduled Association Board meeting and entered into the minutes. The Association will continue to require three bids on all vendor contracts.

25. North Fork West Side Amenities Advisory Committee. The Association's Board of Directors shall appoint a standing West Side Amenities Advisory Committee of three (3) North Fork West Side property owners. Any west side property owner in good standing may serve on the committee. A notification requesting volunteers to serve on the Committee shall be included in the "Notice of Annual Meeting" mailing. Property owners serving on the Committee shall be appointed for a two (2) year term. The North Fork Board of Directors shall assign a Board member to act as the Committee's liaison to the Board and its property management company. The Committee shall inspect evaluate and make timely recommendations to the Association regarding the condition and maintenance requirements of the West Side Amenities Area. The Committee will provide recommendations to the Association's treasurer regarding the annual West Side Amenities budget. Decisions regarding expenditures that are included in the approved annual West Side Amenities budget shall not require further approval from the Board. The Association's standard three (3) bid process shall be followed for the selection of independent contractors required to provide service or products for the Amenities Area. In the event a special assessment is required to address a significant unanticipated situation, a vote of the property owners of lots 1 through 37 shall be required. Approval of such an assessment will require a majority vote with a minimum of 60% of lot owners participating in the vote. In the event that the required numbers of votes are not cast, the proposed assessment will not be approved. In the event the assessment involves a

safety or emergency situation, the North Fork Board of Directors may take steps they deem necessary to eliminate the existing risk.

26. The board may authorize the property management company to charge an Application Fee of up to \$150 to new owners to help defray costs of establishing the owner's account with the management company. By agreement between the Association and the management company, any Application Fees collected in excess of costs shall be forwarded to the Association, deposited in the General Account and either added to the reserve account or used to reduce the next year's Annual Assessment at the Board's discretion. Such excess Application Fees received by the Association shall be listed and accounted for in the Annual Budget presented to the Members.

(01/25/2018)