

SOUTH FORK OF HILLSBOROUGH COUNTY HOMEOWNERS' ASSOCIATION
RULES AND REGULATION DRAFT
May 13, 2024

Under the authority of the South Fork of Hillsborough County Homeowner's Association Covenants, Article IX, Section 3, the Board of Directors proposes the following clarifications and summary of the rules:

These rules supplement and amplify the South Fork of Hillsborough County Homeowner's Association Covenants. Where any inconsistency or questions may arise, the HOA Covenants and/or Hillsborough County Codes and Ordinances shall prevail.

ARB Application Procedures – All ARB applications submitted shall comply with the following:

- a) Any owner who receives approval for their ARB Application by the ARB Committee must complete the improvements or modifications specified in the approved application within six (6) months of the approval date. If the improvements or modifications are not completed within six (6) months of the approval date, such owner shall be required to submit a new ARB Application.
- b) All owners will be required to agree in their ARB Application to inform the ARB Committee and Manager that work has completed and their property can be inspected by the Association ("Completion Notice"), and this Completion Notice to the ARB Committee and Manager must be received by the Association from the owner within twenty-one (21) days of the approved work being completed as illustrated on an approved ARB Application.

HURRICANE PROTECTIONS will be permitted in the community, pursuant to the 2024 Legislative changes to the Florida Statutes. Owners may submit an ARB application for any hurricane protection pertaining to roof systems recognized by the Florida Building Code which meet ASCE 7-22 standards, permanent fixed storm shutters, roll-down track storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, erosion controls, exterior fixed generators, fuel storage tanks, and other hurricane protection products that reasonably would be used to preserve and protect structures or improvements on a parcel, shall receive approval as long the proposed change complies with the Association's uniform color and style scheme in the community. All installations must comply with all building codes from the relevant State or Municipal government.

No inoperative vehicles are allowed to be kept on the property in excess of 96 hours, unless kept in the garage with the garage door closed. Current vehicle registration will not be the only means used to consider a vehicle operational. If a vehicle has remained in the same location in excess of 96 hours, HOA Management may request that the owner show operational capability by having the vehicle moved under its own power. A boat or camper may be brought to the property only on an owner's driveway for 48 hours for maintenance and upkeep, but must be removed after this 48-hour period. Storage of a boat or camper for more than 48 hours is not permitted.

Prohibited vehicles, which includes but is not limited to vehicles that cannot fit within a driveway of a home without blocking the sidewalk, are not permitted to be parked on any part of the Property or in the street, unless active work to service the home is in progress (i.e. delivering food, plumber servicing home, landscaping service, etc.). Prohibited vehicles may be kept inside the garage with the garage door closed. Pursuant to the 2024 Legislative changes to Florida Statutes, prohibited vehicles do not include vehicles that fit in the driveway and are used to get to work, even if the vehicle has commercial insignia painted on the vehicle, unless otherwise limited in this rule. However, if the vehicle is 26,001

pounds and above OR three axles or more are still prohibited vehicles. Standard personal vehicles that do not have insignia (i.e. personal cars, vans), well-maintained, and fit within the driveway are not prohibited. All other vehicles, including but not limited to RVs, Campers, Boats, mobile homes, and recreational vehicles are prohibited.

No storage sheds or gazebos are permitted within the development, unless approved by an ARB application. All Approved storage sheds or gazebos must be built and anchored in compliance with Hillsborough County Building Codes and must be located out of street view, behind the residence and behind a solid fence. (Article IX, Section 8) All sheds or gazebos must also be located in the backyard of the home. Sheds cannot exceed eight (8) feet in height, and must utilize a similar color scheme to the home found within the Lot. Gazebos cannot exceed twelve (12) feet in height, and must utilize a similar color scheme to the home found within the Lot, and must be approved by the ARB. The ARB may potentially approved other color they deem acceptable, such as wood or white colored Gazebo.

Grass and landscape rubbish must be disposed of curbside using county provided rubbish services, unless removed by a private service. Under no circumstances shall grass clippings or rubbish be disposed of within protected areas such as ponds, drainage easements, wetlands, and storm drains. (Article IX, Section 11)

Pavers or Curbing found around trees, plant beds, gardens, or anywhere in the Lot to the exterior of the home, must be approved in advance by the ARB. Colors are limited to similar color schemes to the home and property on said Lot, or the color of brown, beige or white. The colors of these pavers or curbing should not be a bright color, including but not limited to red, green, blue, etc.

Any antenna or television dish must be securely attached to a dwelling so as to not become a wind hazard and must not be visible from the street in front of the house. (Article IX, Section 12)

Window Treatments must be kept in good condition. Bent or damaged blinds and screens must be replaced when needed. No sheets/towels or other such linens may be used for window treatments.

Fences must be constructed of white vinyl (PVC) and must be approved by the ARB prior to installation. Vinyl fences must be pressure washed accordingly to maintain a clean appearance, free from dirt, debris, and mildew. Fencing and gates must be maintained in good condition. Broken or damaged fencing must be replaced/repared when needed. (Article VII, Section 1; Article IX, Section 16).

Portable basketball hoops may not be left on the front exterior of the dwelling or visible from the street when not in use. Permanent basketball hoops may be installed if first approved by an ARB application and mounted to a black metal pole mounted in a concrete base at the mid-point of the driveway on the side of the driveway opposite the house entry. Basketball hoops and structures must be well maintained, backboards must either be transparent or white, with a limit of two colors of trim, and nets are limited to white nylon. (Article IX, Section 17)

Holiday and Event Decorations: Pursuant to the Declaration, each Owner shall keep and maintain the building including but not limited to landscaping, driveways, sidewalks, windows, doors, attached enclosures, pools, spas, gutters, downspouts, roofs, etc. and each must always be maintained and kept in first-class neat and presentable condition. As such, Holiday or Event decorations, placed on the lawn, Lot, home, or building must also be in first-class neat and presentable condition. Holiday decorations that are placed on a Lot shall not be placed on the Lot more than thirty (30) days prior to the Holiday and must be taken down fourteen (14) days after the Holiday. Event decorations placed on a Lot shall not be placed on the Lot more than seven (7) days prior to the event and must be taken down seven (7)

days after the event. If Holiday or Event decorations are kept on the Lot not abiding by those times, it is considered to not be in line with first-class neat and presentable condition, and as such constitutes a violation, enforceable as set out in the Declaration. If an owner plans to celebrate a holiday that may not be as well known, please disclose this to the Board of Directors or management prior to displaying the holidays well in advance of the holiday, so the Association is aware of the decorations in questions prior to any patrols for violations.

Fireworks: Use of Fireworks in lots and surrounding areas are prohibited, except for the following designated holidays: December 31st, January 1st, and July 4th. However, fireworks must never be used in and/or over conservation areas due to fire and wildlife hazards.

Rental or lease agreements are allowed for periods not less than 90 days or more than one year, but are renewable as long as the lease term remains compliant (i.e. between 90 days and a year). Owners must provide a current copy of the agreement and a tenant data sheet to the HOA Management and **fifteen (15) days prior to anticipated tenant occupancy**, and ensure leases are provided that remain compliant with the Declaration. If a lease term ends, and becomes month to month, that lease is no longer compliant with the rules, and the owner must provide a new lease showing compliant lease terms in the lease. Proposed tenants must be approved by the HOA prior to occupancy. Please note, at no time shall a tenant be moved into a home without prior approval from the Association. Although you are only required to submit a lease and application fifteen (15) days prior to tenancy, the burden is on the owner to ensure they obtain prior approval, so ensure you give yourself enough time and the Association enough time to review the submitted application. Tenants may be subject to a background check by HOA Management at the owner's expense. All rental and lease agreements must include a copy of the HOA Covenants, Rules and Pool Rules and Welcome Packet. (Article IX, Section 18) Use of short-term rental sites, like Airbnb, are prohibited to rent out homes in the Association, and if an owner is found in violation they may be barred from renting for a twelve (12) month period. The Association may deny a tenant applicant due to rental caps being hit in the community or respective neighborhood. Rental caps are set at twenty-five (25%) percent for each neighborhood in the Association, and there is also an overall cap of twenty-five (25%) for the entire community. Owners cannot rent the first year of ownership, as they are the only individuals who may reside on property the first year of ownership.

Painting or staining of dwellings is permitted with an approved ARB application. Colors must be from the approved ARB colors, unless otherwise permitted and the subject house may not be the same primary color as the house on either side. If you need a copy of the approved colors, request them from the Association prior to painting your home and prior to purchasing any paint. The garage door must be painted a complimentary color to the home (i.e.: the same as the front door of the home, trim of the house, or exterior walls of the home), or may be painted or stained to resemble a barn wood style complimentary to the primary house color. The main entryway door and frame may be painted a contrasting color that compliments the home's appearance with an approved ARB application. Shutters shall be painted the same color as either the front door or garage door of the home. Homes that have apparent exterior paint cracking or fading are considered in violation of the Declaration. The exterior appearance of the home must be maintained and kept in first-class neat, clean condition. Repairs and maintenance must be made immediately when an issue becomes visible. This also includes mildew forming on the exterior of your home. (Article VII, Section 1; Article IX, Section 20e).

Roofing material within South Fork is restricted to asphalt style shingles and Spanish style shingles. The shingles may be traditional three-tab, architectural or dimensional in style, and should be of a color that compliments the house paint from the approved ARB colors. Metal sheet roofing is prohibited, unless it reasonably replicates the asphalt style shingle in appearance. (Article VII, Section 1)

Trees and bushes visible from the street require ARB approval for removal or replacement. All tree removal from lots must refer to Hillsborough County tree removal regulations and guidelines. Any bushes that can fit and are found within a permissible and existing plant or flower bed on the Lot, will not require prior approval for removal, or replacement, but any new bushes being installed will require ARB approval prior to installation. New trees must be selected from the Hillsborough County Florida Approved Tree and Hedge Material Lists for the appropriate area of the property, if a replacement tree is required by the county and/or the ARB. This rule does not apply to annual flower plantings or replacing dead trees or bushes with the same plant. Owners are required to maintain neat and tidy plant beds, and specifically must keep their mulch/stone beds maintained, free of weeds and debris. At all times it is prohibited to completely strip and/or remove plant and flower beds from the exterior of the Lot, without pre-approval from the ARB. (Article IX, Section 21).

Trash receptacles if kept outside, when not out at the curb for pick-up, it must be concealed from view from the street by landscaping shrubbery or lattice screening that is approved through the ARB process. Otherwise, trash receptacles must be kept in the garage or out of view from the front facing street, but at no time shall cars or vehicles be used to hide trash receptacles from the view from the street. Pursuant to the 2024 Legislative changes to the Florida Statutes, trash receptacles may be placed curbside no earlier than twenty-four hours before pickup and must be returned to their concealed location within twenty-four hours after garbage pick-up. (Article IX, Section 5; Article IX, Section 22)

Mailbox colors must remain as originally conveyed by the community (white if the original community color is white, or black if the original community color is black). Mailboxes may be plastic or metal with 1-1/2-to-3-inch black or white/gold address numbers consistent throughout the HOA community. If the pole and/or mailbox is damaged, the owner(s) is responsible for purchasing a similar pole and/or mailbox from a home improvement center. Mailboxes must be maintained with a clean appearance, free from dirt, debris, and mildew. (Article IX, Sections 3 & 27)

Automobile basic routine maintenance may be performed by homeowners or tenants to only their own vehicles within the garage or driveway. Maintenance must be completed within 96 hours to restore the vehicle to operational order. Refer to inoperable vehicles guidelines for further parameters. Major repairs or rebuilds must be performed within a garage. Homeowners are responsible for ensuring the property is well maintained, which includes but is not limited to ensuring after vehicle maintenance all grease and oil stains are removed, parts are not left out, debris is not left out, and all other aspects of the vehicle maintenance are not visible after the work is completed. (Article IX, Section 2).

Board of Directors Meetings and Annual Member Meetings – Members have the right to speak at all meetings called by the Board of Directors. Members must adhere to the agenda of the meeting with regard to the topic of their questions and discussion. If a member has a special agenda item request, it must be submitted to the Board President at least 14 calendar days prior to a scheduled meeting for potential consideration. Members are authorized to speak a maximum of 3 minutes per approved agenda item topic. If a member becomes verbally aggressive, the Board has the authority to ask such member to leave the meeting and/or has the authority to adjourn the meeting immediately. The presiding director may, at their option, open the floor to general comments and questions at the end of the meeting, if time permits.

Nuisance and Safety Issues – The Association has defined and prohibited the following activities as community wide nuisances (i.e. Not an owner vs. owner issue):

- a) Violation of Local Rules and Laws: Any violation of a local rules or law within the Association property that are observable and documented with potential evidence.

- b) **Dangerous Activities:** Activities such as firing weaponry so that it endangers others, is a nuisance. However, nothing within this rule shall be construed to prevent someone from utilizing a weapon for self-defense. Other dangerous activities, illegally dumping chemicals and substances into the street, pond, or outside of the home is a nuisance. Lighting trash on fire is a nuisance. Vandalizing property is a nuisance. Physical altercations (such as fighting) outside of the home can be a nuisance.
- c) **Insurance:** As stated in the Declaration any activity which could increase rates of insurance to be paid by Association, shall be considered a nuisance.
- d) **Offensive Images & Signs:** Any offensive image or sign placed on the exterior of a dwelling or that can be seen from the street or another person's lot shall be considered a nuisance. Offensive images or signs are only considered offensive by a reasonable person standard, and includes but is not limited to pornographic images, curse words, or other images considered expressly offensive by a reasonable person. Nothing within this rule permits a resident to violate any covenants pertaining to ARB rule or the Declaration on signs, which includes but is not limited to requiring the written approval of the Association for the placement of any sign.
- e) **Offensive Behavior or Hostile Behavior:** Any behavior or activity that is deemed offensive or hostile by another reasonable person shall be considered a nuisance, ONLY if it is observed and complained about from multiple owners from multiple different homes in the community. These activities include but are not limited to stalking, yelling or cursing at individuals in the community, attacking other individuals in the community, making lude gestures to others in the community, or making physical threats to others. Under no circumstances shall the Association consider it a community nuisance in which it has any standing to get involved or address the matter, if the matter is deemed only a disagreement between two owners. The Board has final discretion on what is considered a community nuisance, and only if there is clear evidence of the nuisance behavior, including but not limited to sworn statements from owners, video evidence, or other reasonable forms of evidence.
- f) **Loud and Offensive Noises:** The Association opts in to the general definition of illegal noise disruptions within the County found within the County Code.
- g) **Offensive Odors:** Any activity that leads to an odor impacting multiple residents from different homes, in which a reasonable person would consider as disturbing and/or offensive shall be considered a nuisance. Examples of odors that are a nuisance includes but is not limited to those stemming from manure or similar substances, burning substances, improper maintenance of one's property, or keeping on one's property some material or substances that is either illegal or not reasonably anticipated within a residential community.
- h) **Vermin Infestation:** Any resident causing an activity that would create an infestation of vermin, including but not limited to rodents, roaches, spiders, ants, etc. that is observable and complained about from multiple residents from multiple homes, is considered a nuisance.

If any pet, child, guest, and/or tenant causes any of the above mentioned nuisance activities or behavior, or any other nuisance activity or behavior, the owner of the lot in which the pet, child, guest,

and/or tenant either was visiting or residing at shall also be responsible in full for their actions and the owner shall also be deemed as causing or allowing the nuisance.

The Association may, but is not required to, utilize official reports from police and governmental agencies to support a claim of nuisance. Additionally, footage, photographs, and/or recordings may also be used in evaluating the validity of a nuisance claim. Multiple witness statements may be used if they are from residents and owners from different homes attesting in signed writings, including affidavits, that nuisance behavior take place may be utilized.

If any individual is in violation of the rules and regulations of the Association, including but not limited to committing a nuisance as described within this resolution, the Association may proceed with enforcement actions as permitted under Florida Law, its Declaration and its rules or regulations. This includes but is not limited to potentially fines, individual assessments, and/or litigation at the expense of the owner and/or party in violation. At any time the Board may choose to forgo the normal fine or enforcement processes if the Board determines a matter is a nuisance issue and/or that the issue in question requires the immediate involvement of an attorney. Upon utilizing an attorney in this policy or any other enforcement matter under the Association's governing documents, the Board finds any violation of the covenants, rules, and regulations as a non-monetary default and/or non-compliance matter and instructs the Association's management company to apply attorney costs, expense, and/or fees for compliance, enforcement, etc. to the violating owner's ledger on occurrence.

It is not the Association's obligation to address an alleged nuisance issue, especially regarding nuisance claims that stem from an issue between owners or residents. Additionally, due to the subjective nature of nuisances, it is the Board's discretion to determine if the activity in question is a community nuisance and/or whether the Association will seek a remedy.

Enforcement of these rules shall be in accordance with Article VII, Section 6: Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by applicable legal action, the reasonable attorneys' fees and legal assistants' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. In addition to any fining procedures or litigation, should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Association shall also have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Our HOA management company performs drive-through inspections in our community. Any maintenance issues that appear to need attention are noted and a letter will be sent to the homeowner informing them of the problem(s), and provided an opportunity to cure the violation without further enforcement action being taken. It is up to each homeowner to quickly correct the problem, or contact the management company with an approximate date of when the problem will be corrected (for example, your lawn has large dead patches and you intend to re-sod within 60-days). In the event the violation is not corrected by the deadline provided on the initial notice, or an extension for correction is not confirmed by the Association, Homeowners will receive a second letter from the Association indicating a fine is being levied, and include date, time, and location of the fine hearing. If the violation is not cured by the time of the fine hearing, then the fine committee may determine to impose fines at \$100 a day up to a \$1,000 per violation. Upon voting to impose fines, the fine committee or the

Association shall send findings to the owner within 7 days, and give them 30 days to pay the fine. Additionally, if they do not cure the violation, other enforcement options may be utilized. .

BY ORDER OF THE BOARD OF DIRECTORS
SOUTH FORK HOMEOWNERS' ASSOCIATION OF HILLSBOROUGH COUNTY, INC
MARCH 12, 2024

Robert Davis

05/13/25

President

Date

Ollie Green

05/13/25

Secretary

Date