

North Farm Rules and Regulations

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I. NORTH FARM GOVERNMENT

A. THE ASSOCIATION

The basic administrative body in the community is an incorporated Home Owner's Association. Homeowners are automatically members of the Association when they purchase a unit. Every unit represents one membership in the association. If, for example, a husband and wife share ownership of a unit, they share one vote in the association. The ownership of two or more units carries with it the same number of association votes.

B. THE BOARD OF GOVERNORS

The North Farm Home Owners Association is administered by a nine member Board of Governors. These governors are elected to three-year terms, with one-third of the number of members elected each year by the home owners at their annual meeting in June. In the event that a seat on the board is vacated, the board members have the authority to appoint a replacement (to serve until the next annual meeting) from the association membership. Following the annual election, the board elects its own president, vice-president, treasurer and secretary and if desired, an assistant treasurer.

The governors contract with a Management Company to manage day-to-day administration and operation of the Association and Staff. The governors meet as a body usually once a month to make policy decisions for the association. For advice and assistance, the governors also may appoint committees from among the unit owners.

C. THE BOARD'S RESPONSIBILITIES

The general duties of the Board include:

- Preparing and adopting an annual operating budget
- Establishing a fund for capital replacement reserves
- Levying annual assessments.
- Opening association bank accounts and designating signatories
- Collecting the assessments and depositing them into the proper bank accounts
- Providing for the operation and upkeep of the property
- Annually review the agreement with the Management Company.
- Formulating and amending the association's rules and regulations
- Enforcing the provisions of the governing documents and the rules and regulations
- Obtaining and renewing the property insurance
- Paying for all authorized services
- Keeping financial records in accordance with accepted accounting practices
- Performing other tasks as specified in the Condominium Ownership Act, the Rhode Island Condominium Act, the North Farm Master Deed and By-Laws.

D. RULES AND REGULATIONS

The Declaration of Condominium By-Laws of NFHOA (VII 7.7) authorize the Board of Governors at any time and from time to time to adopt, amend, and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities. Such restrictions and requirements respecting the use and maintenance of the units and the use of the common areas and facilities are consistent with provisions of the Declarations and are designed to prevent unreasonable interference with the use by the residents of their units, the common areas and facilities. All residents are responsible for complying with the Rules and Regulations. Owners shall be responsible for the actions and conduct of their tenants, guests and visitors.

The Property Manager will typically be the first person to address a violation of a rule or regulation. The Property Manager will use his/her judgment in assessing observed rule or regulation violations to protect the interests of all North Farm unit owners. If the unit owner disagrees with the Property Manager's decision, that person may make an appeal in writing or in person to the Rules and Regulations Sub-committee of the Board of Governors. The Sub-committee will make their recommendation to the Board of Governors and the Board will make the final decision.

A written warning of a rule violation will be sent to the unit owner from the Property Management Office, with a copy to the renter, if any. The owner will then have an opportunity to present his or her case to the board before the board acts on a fine.

The responsible unit owner or resident may request in writing within ten (10) days of the initial citation, a meeting with the Property Manager to present his/her position. The Property Manager will make an assessment of the facts and present his/her recommendation to the board. If a unit owner makes a written request for a hearing, the imposition of a fine may be suspended until the hearing is held. The Board may then, in its discretion, retroactively apply such fine if a decision adverse to the unit owner is rendered at said hearing. Fines are special assessments and shall be collected as such. Uncollected fines will become a lien against the unit until paid.

Rhode Island Condominium Law 34-36.1-3.20. Enforcement of declaration, by-laws and rules.

- a) An executive board may impose and assess fines against a unit owner as a method of enforcing the association's declaration, bylaws, and rules and regulations. Such fines may include, but are not limited to, daily fines for continued violative conduct in the future. Notice and the opportunity for a hearing must be provided to an alleged violator before a fine is imposed and assessed. All fines shall be a lien on the unit charged.
- b) Daily fines imposed and assessed pursuant to this section shall be no more than one hundred dollars (\$100) per day for residential condominiums nor more than five hundred dollars (\$500) per day for commercial condominiums.

- c) Fines other than daily fines imposed and assessed pursuant to this section shall be no more than five hundred dollars (\$500) for residential condominiums and no more than one thousand dollars (\$1,000) for commercial condominiums.
- d) Any condominium declaration, bylaw, rule or regulation which purports to establish a maximum fine or daily fine shall be invalid.
- e) Hearings conducted pursuant to this section shall be before the executive board or a person designated by the executive board.
- f) A decision in a hearing held pursuant to this section must include costs in all cases and reasonable attorney's fees, if the prevailing party is represented by a member of the Rhode Island Bar. Such attorney's fees and costs shall also be a lien on the unit charged.

E. COMMON AREAS

The term "Common Area" refers to: the roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, perimeter walls to the interior unfinished surfaces of the units and all installations of power, lights, gas, hot and cold water, storm and sanitary plumbing, existing for common use. Also included are all walkways, gardens, recreational areas and facilities, which are now or hereafter contained within the Common Area.

Note: any retrofit of heating apparatus involving piping or ductwork is the responsibility of the homeowner.

"Limited Common Area" shall mean that portion of the Common Area, including all balconies, patios, courtyards, storage areas, underneath decks and all assigned parking spaces and garages, intended for the exclusive use of such units.

II. AMENITIES

All NF amenities operate under the jurisdiction of the North Farm Board of Governors, in accordance with the NF Declaration of Covenants and Restrictions, and the NF By-Laws. North Farm Committees have been established to assist the Board in the oversight and care of these NF amenities, and the NF Management Staff provides management and maintenance support for all of these NF facilities.

A. YACHT CLUB - General

BASIC RULES AND INFORMATION:

The Yacht Club is *open seven (7) days a week from March through December*, and is closed in January and February.

Rental of Yacht Club by Residents:

The Yacht Club *is available for rental:* MONDAY through FRIDAY
JUNE – SEPT.

The Yacht Club *is available for rental:* MONDAY through SATURDAY
MARCH – MAY and OCT – DEC

The Yacht Club *is not available for rental on Sundays, Holidays (except for Thanksgiving Day and Christmas Day), or New Year's Eve.*

The Yacht Club is alarmed (*11:45 PM – 5:00 AM*). Residents should adhere to YC opening and closing times unless arrangements are made with the NF office. Residents will be liable for any charges associated with false alarms and/or police visits while they are using the Yacht Club.

Through the NF Office, residents can arrange for, and pay for, a guard at the front gate to direct guests to the YC for functions.

The resident common-facility key opens the YC. (Key is also for the tennis courts and the dumpster on South Lane).

Persons under the age of 18 must be accompanied by an adult at all times.

The *maximum capacity* restriction of the Yacht Club is *75 people*.

Pets are not permitted in the Yacht Club.

Smoking is not permitted in the Yacht Club.

Wicker furniture *must remain inside the building*.

Fires, grills, & warming ovens are not permitted on the YC decks, beach, or marsh areas.

Traditional outdoor/beach clambakes are not allowed.

If a beer keg is to be used, the keg must be kept in the YC kitchen.

Cash bars are not allowed.

Signs or decorations are not allowed at NF to direct guests to the Yacht Club.

No decorations or holiday lights are allowed on the exterior of the Yacht Club.

No additional nails, or scotch tape, etc. may be used to hang decorations inside YC.

Upon departure from the Yacht Club:

- Bag all trash, and dispose of it in the dumpster located next to the barn on South Lane
- Return all plastic and folding chairs, and table, to their indoor storage areas
- Secure all doors & windows
- Shut off all lights and fans
- Set thermostat at 55 degrees in colder months
- Please leave the entire building neat and clean (a vacuum cleaner, and broom are in the great room closet)
- Extinguish all fires

SPECIAL PROVISIONS

Within season (March - December), the Yacht Club can be reserved *any day of week* for a family reception after the funeral/memorial service for a deceased North Farm resident.

The Yacht Club *cannot* be used for fraternal or religious organizations, school reunions, charitable events, business meetings or functions, or political events. Events that are exclusively educational and presented by a nonprofit entity are permitted.

The Yacht Club *can be rented, in accordance with YC rental restrictions*, by NF residents for their family weddings and/or their family wedding receptions.

USAGE OF YACHT CLUB

The NF Yacht Club is one of our most well used and greatly enjoyed amenities. However, because of the high demand for this facility, *it is very important that all residents, committees, and board members carefully and considerately schedule their desired Yacht Club usage times/functions with the North Farm Management Office.*

It should also be noted that *some North Farm events take precedence over private parties in the Yacht Club scheduling, and are provided exclusive usage of the entire yacht club, including the kitchen and decks.* (Note: the yacht club restrooms are always available for resident use)

During exclusive use functions the surrounding grounds, beach, docks, floats, and barbecue pad are available for the use of all NF residents.

EXCLUSIVE Yacht Club Usage:

When the following events are scheduled, no other resident gatherings are permitted anywhere in the yacht club building, including the decks and the kitchen:

Monthly North Farm Board of Governors Meetings

Generally held on a Thursday evening beginning at 7:00 PM

Additional Board Meetings may occasionally be required in some months

NFHOA Social Committee Resident Functions (excluding Casual Cookouts)

Social Committee Functions are always scheduled well in advance.

All residents are given plenty of notice and are encouraged to participate in the festivities.

Resident Yacht Club Rental for Private Usage:

See BASIC RULES AND INFORMATION for Yacht Club rental availability.

Rentals are required for groups of **11** or more people.

All rentals must be scheduled with the Management Office.

Rental details are covered under Yacht Club Reservation Policy & Procedures.

INFORMAL Yacht Club Usage

Spontaneous small resident gatherings at the yacht club are a common occurrence and are enjoyed by many. *Checking the published Yacht Club calendar of events, which is updated regularly and is available in the Management Office and at the Yacht Club entrance, is advised for such often unplanned gatherings!*

Additionally, residents can schedule **non-exclusive** use of the yacht club for groups of 10 or less people, **with NO charge**, for special gatherings such as birthdays, showers, family get togethers, dinner parties, and special times with friends, etc. With non-exclusive usage, other groups of **10** or less people may also use the yacht club facilities at the same time. Multiple residents are not allowed to “pool” their guests to avoid paying a rental fee.

Such non-exclusive reserving of the yacht club MUST be scheduled through the Property Management Office.

NOTE: If you want exclusive usage of the Yacht Club for your planned functions, you must

RENT the facility.

YACHT CLUB RESERVATION POLICY & PROCEDURES

The Management Office must be notified for scheduling of ALL Yacht Club functions, both informal and exclusive.

For groups of 11 or more people, a rental must be scheduled, and a *written rental application* must be filed with the Management Office.

Any questions or problems with rental application requests will be referred to the Yacht Club Committee for resolution.

RENTAL PROCESS:

Rental Fees and Damage/Rule Violation Deposits:

11 to 20 people	\$50 Rental Fee	\$100 Damage/rule deposit
21 to 35 people	\$100 Rental Fee	\$200 Damage/rule deposit
36 to 50 people	\$200 Rental Fee	\$500 Damage/rule deposit
51 to 75 people	\$300 Rental Fee	\$1,000 Damage/rule deposit

Thanksgiving Day and Christmas Day sit-down dinner parties involving the full use of the kitchen: In these cases, parties will be subject to the pricing above.

Wedding events for 1 to 75 people	\$500 Rental Fee	\$1500 Damage Deposit
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Amount of hours for Yacht Club is limited to 6 hours with an additional \$100.00 charge for over six hours. This rule does not pertain to Wedding events.

- A ***“Yacht Club Monitor”*** must be present for all functions over 50 people.
 - The monitor will be hired through the Management Office. The resident host of the function will pay for the monitor at the current rate.
- The maximum number of people in attendance may not exceed 75.
- Residents hosting a function must be in attendance for its duration.
- Each unit is allowed one rental every two months.
- An ***Application for Yacht Club Rental*** will be mailed or presented to the resident when the reservation is made. Failure to properly complete and submit this form, along with the associated rental fee, the damage/rule violation deposit, and the monitor fee (if required), at least 14 days prior to the event, will result in forfeiture of the reservation.
- Payment of all fees may be made by certified check, money order, or by check drawn on the account of the resident renting the Yacht Club.
- ***Caterer Insurance Certification*** is absolutely required and must be presented to the Management Office prior to the function.

- If alcoholic beverages are to be served, the resident host agrees (as noted on the Yacht Club reservation form) to indemnify and hold NFHOA harmless of and from any and all claims, actions, causes of actions and related costs and expenses including, by way of illustration and not by way of limitation, all court costs and attorney fees which will occur or arise either directly or indirectly as a result of the serving of the afore said alcoholic beverages.

YACHT CLUB NON-RENTAL RULES VIOLATIONS:

Violations of the Yacht Club Rules and Regulations will be subject to fines, and/or restricted use of the Yacht Club, as deemed appropriate by the Yacht Club Committee and the Board of Governors.

YACHT CLUB RENTAL RULES VIOLATIONS:

If a resident rents the Yacht Club, and violates any of its Rules and Regulations, the damage/rule violation deposit will be forfeited, and the following additional penalties will apply:

- If the damage rules violation deposit does not cover the amount of the damages, the resident host and/or the homeowner (if not the same) will be charged for the extra-added costs.
- A fine may also be imposed per order of the Board of Governors. The amount of the fine will be in accordance with current RI condominium law.
- Any charges not paid will become a lien against the unit.
- Any future Yacht Club reservations made by this resident will require Yacht Club Committee and Board approval.

B. WATERFRONT REGULATIONS

The North Farm Home Owners Association does not assume any liability for boats using the North Farm moorings or for those crafts stored on North Farm property. Any boat stored on North Farm property that is not in compliance with these regulations may be removed from the property at the discretion of the Management Office. All charges incurred by this action will be the responsibility of the unit owner and if unpaid will become a lien against the home owner's unit.

BOATS

1. Each unit has a right to ***lease one*** space in the parking lot for boat storage annually. Current lessees have first refusal and a wait list will be maintained. If you wish to rent a boat space, please contact the Management Office.
2. Parking fee is \$100.00 per boating year. All boats and trailers must be registered yearly at the Management Office by April 1 and the assigned sticker must be displayed on the boat and trailer, no later than May 15. Boat permit holders will be assigned a numbered parking space and boats may only be placed in their assigned space. Any unregistered boats and/or trailers will be removed at the owner's expense.
3. Boats on trailers must be no longer than 27 feet, or wider than 8 feet, in overall size.

Boats in the parking lot must be on trailers with fully inflated tires. Any protective canvas must be maintained in “Bristol Fashion.”

4. Motorized boats, sailboats with motors and personal watercrafts must display a valid state registration decal. Only residents with valid current year state registration in the resident’s name will be assigned a parking space.
5. Owners who no longer intend to use their assigned spaces should advise the Management Office. Spaces that remain unused or boats that remain covered for one boating year (April 1 – March 31) will be re-assigned.
6. No repairs to boats are permitted in the parking lot or adjacent areas. Note that materials such as used oil, paint, particularly bottom paint, and sanding/scrapings are deemed hazardous under environmental law and must not be permitted to contaminate this area or adjacent land or water. Standing water must not be allowed to collect in stored boats or canvas to avoid hatching mosquitoes.

KAYAKS AND OTHER SMALL WATERCRAFTS

1. Each unit has a right to lease one rack annually. Current lessees have first refusal and a wait list will be maintained. If you wish to rent a kayak rack please contact the Management Office.
2. The rack fee is \$30.00 per boating year (April 1-M arch 31). A rack may accommodate no more than three watercrafts, each 20 feet or less in length. Current year boat stickers must be attached to all crafts.
3. Watercrafts must not be left in walkways. All items must be secured to their racks, at all times. Items not on their racks will be removed by the Management Office.

MOORINGS

1. North Farm has two deep water moorings for the use of its residents. One mooring marked North Farm, is located to the south of the floats at North Farm marked number NF 275 (41 deg 42’21.2N 071 deg 17’32.4W), the other is near the entrance to Potter's Cove at Prudence Island and is marked PC 174 (L=41’38.301' N 2=71’20.275'W).
2. When using a North Farm mooring, the boat should display the North Farm Burgee (available from the Management Office). Also, placing a fender overboard invites other North Farm boaters to raft up.
3. When more than two boats are rafted together on these moorings, the outer boats shall also set their anchors. Boat owners who want their own moorings must make arrangements directly with either the Bristol or Portsmouth Harbor Masters, and must not interfere with dock access.
4. Owners wishing to use the North Farm moorings for an extended period of time must notify the Management Office. Maximum usage must not exceed eight days.

DOCKS

1. Docking space alongside the floating docks is to be based on a first come/first served basis. Time allotted when more than one boat is present shall be twenty minutes.
2. If no other boats are present, the time alongside the floating dock may be extended

- provided someone who can operate the boat is in attendance.
3. Under no circumstances are boats to remain overnight alongside the floating docks.

C. SWIMMING POOL – RULES AND REGULATIONS

Hours will be posted at the pool gate entrance: 9:00 A.M. – 8:00 P.M.

Homeowners may obtain a pool key from the Management Office.

Each unit will receive **one** key, free of charge. A second key will cost \$50.00 and a third \$75.00. If a key is lost a replacement will cost \$50.00.

Owners who rent their units are to provide those who rent with a pool key so that they may use this amenity. If the Homeowner is unable to physically pick up a key for their tenant, they must submit written permission for the tenant to pick up a key. At the end of the lease the owner is to take possession of the key. If there is a new renter the owner is to provide the pool key to that renter. If a pool key is not provided a renter who wishes one, the renter will be charged \$50 for a key.

Owners who sell their units need to hand back their key to the Management Office before a resale is done. A \$50.00 charge will be added to the resale for payment at the closing for keys not turned in to the Management Office.

The following will be posted outside of the pool: **No lifeguard. Swim at your own risk. Do not swim alone.**

General Rules:

1. Because there will not be a lifeguard at the pool, residents/owners should close and lock the door after entering and leaving the pool area to ensure that only authorized persons (residents/owners/guests) have access to the pool. The key given to residents to open the lock at the tennis courts and Yacht Club will open the pool house and restrooms.
2. Residents/owners are allowed five (5) guests per unit per visit to the pool.
3. Residents/owners must accompany their guests and are responsible for the conduct of their guests.
4. Residents/owners and guests entering pool area must sign in.
5. Bathing attire is required. "Cutoffs" are not allowed for swimming.
6. Only children who are toilet trained or in "swimming diapers" (waterproof pants) are allowed in the pool.
7. Rhode Island Law requires that all persons must shower prior to entering the pool.
8. Residents may set up an adult lap lane(s) at their discretion.
9. Children under 14 must be accompanied by an adult 18 years of age or over who must

remain with them at all times and be responsible for their conduct.

10. A parent or guardian must be in the water with children who cannot swim one adult for each child.

11. **Parties at the pool are not allowed.**

- **The use of all facilities goes with the occupancy of each unit. When a unit is rented, the owner of that unit is denied the use of all Association amenities. Rules and Regulation, K.2.G., page 30.**

Pool Activity and Behavior:

1. Diving, running, horseplay, and loud noise are not allowed.
2. Recreational water toys (such as floats, inner tubes, beach balls) are not allowed.
3. Foreign objects (coins, rocks, etc) are not allowed to be tossed into the pool.
4. Alcoholic beverages and glassware are not allowed in the pool area.
5. Pets are not allowed in the pool area.
6. Smoking is not allowed in the pool area.
7. Pool chairs may not be reserved or saved for later use while one is absent from the pool area.
8. Residents and guests must remove all personal articles and trash when they leave.
9. The Pool Committee is most concerned with maintaining the safety and comfort of all residents and guests within the pool area. Please bring your concerns first to the Property Manager and if you have further concerns, to a member of the Pool Committee.
10. **The Property Manager will monitor closely the use of the pool, and report to the Swimming Pool Committee and the Board. If problems persist, more stringent rules will be enacted.**

Residents/owners are also encouraged to consider use of the beach.

D. TENNIS COURTS

Tennis courts are for the use of North Farm Residents and their guests.

Tennis courts are to be used only for the playing of tennis or pickle ball and no other recreational activities.

Reservations for courts:

1. A scheduled reservation is a reservation scheduled anytime (up to a week) prior to 24 hours before the match. Residents may reserve up to one week prior to date wishing to play.
2. Reserved times are: Singles one hour; Doubles one and one half hours.
3. Any court reserved and not in use 15 minutes past the starting time, may be used by anyone.
4. A resident may not reserve the courts for any person or group who does not reside at North Farm.
5. The reservation board is located outside the tennis court gate. A new sign-up form will be posted on Monday for the next week's play.

Proper footwear is required to protect the surface and prevent injuries.

Courts are to be locked at all times. The Resident's Yacht Club key allows access to the courts.

Residents may have guests, but may use only one court per resident.

E. SOCIAL COMMITTEE TENT

As a courtesy to North Farm Residents, the Social Committee will allow the use of the outdoor event tent for resident block parties and committee events on North Farm property.

- The North Farm maintenance staff must assist with setup and removal of the tent for a fee of \$60.
- After the set up of the tent, the homeowner will inspect and sign off on the condition of the tent with a maintenance staff member.
- The tent cannot be used outside of the North Farm Grounds.
- In case of severe weather conditions, the homeowner is responsible for the removal and storage of the tent.
- Should any incident occur that requires repair or replacement, the homeowner would be 100% responsible to do so.

III. COMMON AREA AND UNITS

A. BUILDINGS

1. The walkways and entrances of the buildings shall not be obstructed or used for any purpose other than to enter and leave the condominium units.
2. Toys, pools or playground equipment are not allowed in common area. Bicycles, similar vehicles, or strollers shall not be stored on common property.

3. Signs (including real estate signs), decorations, pictures, banners, etc. must not be placed in Unit windows or common areas (includes limited common areas).
4. Entranceways or any other portion of the common or limited common area visible to the community shall have minimal ornaments, if any, such as decorative items attached to any building and entrance. Holiday decorations are allowed only on doors or areas immediately adjacent to doors and they are not to be hung on exterior light fixtures. Decorations are to be removed within two weeks of the holiday.
 - a. Outside holiday lights shall not be of the flashing type.
 - b. Statuary: Due to the diversity of the community, no religious objects or statues are to be displayed in common areas or limited common areas.
 - c. Wind chimes are not allowed.
 - d. Laser lighting is prohibited.
5. An American flag, American flag bunting and/or State of Rhode Island flag may be displayed with consideration for your neighbors and using proper flag etiquette. Other flags or banners are not permitted. Flags may not be stapled to buildings. American flag bunting is to be removed within two weeks of the holiday.
6. Any damage to the buildings and/or common areas caused by residents, their guests, agents or tenants shall be paid for by the owner of the Unit.
7. Owners or residents shall not interfere in any manner with any portion of the common lighting apparatus.
8. Residents shall not sweep, throw, hang or shake anything from doors, windows, decks, or balconies.
9. Clothing or other personal articles shall not be hung in common or limited common areas.
10. Exterior shades, awnings or privacy screens shall not be installed on any part of a **building** unless prior written approval of the **Property Manager** has been granted.
11. Storm doors may not be installed unless prior written approval of the Property Manager has been granted. Window guards shall not be installed on any part of a building, nor shall anything be projected out of any window, door, or other part of the building unless prior written approval of the Property Manager has been granted. Storm doors must be either white or terratone, depending on the location. No other colors will be allowed.
12. The Association is responsible for the installation and maintenance of garage doors, tracks and hardware (except in case of resident negligence). Garage Motors and automatic door openers are the responsibility of unit owners. Homeowners must call the

Management Office if repairs to their garage doors are needed. Garages are for housing vehicles, they should not be used exclusively for long-term storage. Garages are not to be used as living space.

13. Garage doors should not be left open.
14. Air conditioning units are not permitted in windows. Any installation or replacement not conforming to original equipment must be approved by the Board of Governors on a request form obtained from the Property Management Office.
15. External security equipment shall not be attached to or hung from the exterior of the buildings unless prior written approval of the Board has been granted.
16. Radio/television/satellite antennas may be installed in accordance with the Resolution adopted by the Board.
17. Guns or weapons may not be used on the property. Hunting is prohibited.
18. Firewood must be inconspicuous and stacked at least one foot away from any building, wall or fence.
19. Tents or canopies are not allowed either in Common Area or in Limited Common Area.
20. No bird feeders or bird seed will be permitted on the property. Hanging Humming Bird feeders are allowed.
21. Fences and gates will be maintained by the Association. Residents are not allowed to remove, renovate or alter them in any way.

B. GROUNDS

1. Definitions:

- a. **Limited Common Area** as described in North Farm's Rules and Regulations: "shall mean that portion of the Common Area, including all balconies, enclosed patios, courtyards, storage areas, underneath decks, and all assigned parking spaces, intended for the exclusive use of such units". A patio is Limited Common Area, but the landscaping immediately adjacent to it is not.
- b. **Common Area** includes the exterior of the buildings and also "all walkways, gardens, recreational areas and facilities, which are now or hereafter contained within the Common Areas". This includes gardens and lawn adjoining patios, in front of courtyards or in front of units that do not have enclosed courtyards.

2. Role of the Grounds Committee:

The Committee is an advisory group responsible to the North Farm Board of Governors.

Its primary purpose is to provide information and recommendations to the Property Manager and the Board regarding landscaping.

GENERAL GUIDELINES:

1. North Farm is responsible for planting trees; shrubs and ground cover in all common areas, except within the Limited Common Areas such as courtyards and enclosed patios (see section below).
2. North Farm is responsible for the maintenance of all landscaping in Common Areas, except within the limited common areas such as courtyards and enclosed patios (see guidelines for courtyards). No trees, shrubs, or landscaping in any Common Area shall be pruned, altered, or removed by homeowners.
3. All landscaping problems or concerns should be addressed to the Property Manager, not the Grounds Committee.
4. North Farm reserves the right to remove any plantings by unit owners in areas outside of their Limited Common Areas.
5. Annuals and perennials may be planted in Common Area landscaped garden beds (see definition above) adjacent to their units. They must be properly maintained and must not extend over lawns or impede landscape work in any way.
6. No shrubs or ground cover may be disturbed. Flowers may not be planted in ground cover. Vegetables, tomatoes, and herbs must be planted in pots placed on limited common areas, such as patios and decks. All plants must be removed or cut down before the winter.
7. Shrubs or dwarf trees may be planted in pots as long as the total height of the mature tree does not exceed 5 feet. Pots may be placed only on Limited Common Areas, such as patios or decks. They may not be placed on Common Areas, such as landscaped gardens or lawns.
8. If a homeowner feels that a shrub should be removed, a detailed request, stating the reasons for the removal, must be submitted to the Manager who will refer it to the Grounds Committee, which must approve it before any action may be taken. The Manager and the Grounds Committee will review requests on a case-by-case basis.
9. Planters for deck railings are to be of the kinds that are specially made to fit over a railing. Planters may **not** be screwed or tied to the railings. Hanging baskets and posts must be safely secured and maintained.
10. Empty pots, dead plants, trashcans, or other unsightly items may not be stored or disposed of in any area, limited or common.
11. All forms of ball playing are permitted on the grounds surrounding the Yacht Club and

in the paddock, next to the gazebo. Ball usage in the other common areas is limited to tossing balls, throwing Frisbees and use of soccer balls. No bats are allowed. Ball playing is not allowed in the Arboretum. Other uses of the Common Area are not prohibited. Any use of the Common Area shall respect the privacy of the other unit owners and be in compliance with the *Declaration of Covenants and Restrictions, VII. Ownership of Units and Common Area, 7.3.*” Driving golf balls is not permitted anywhere on North Farm grounds. Personal items, such as lawn chairs, benches, etc. may not be placed in Common Areas or in landscaped garden beds. They must be placed on Limited Common Areas.

12. Any games or activities that are allowed to be played in the Paddock and Yacht Club areas that require the setup or use of equipment, shall meet the following requirements:
 - a. Any equipment is to be set up no more than fifteen minutes prior to play.
 - b. All equipment is to be removed once play is completed.
 - c. At no time is the equipment to remain unattended.
13. Drones may not be launched from nor landed upon any part of the property. No owner, resident, tenant, guest, invitee, licensee, trespasser or other entrant upon the North Farm property may fly drones anywhere over or above the property. Drones are not to be flown anywhere on the property. Exceptions to the above rules will be allowed only by permission of the North Farm Board of Governors.
14. Smoking is prohibited in Common Area and Limited Common Area (decks, patios, garages...) at North Farm. For purposes of this rule, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, e-cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, or other similar heated or lit product whether or not containing tobacco. In consideration of others, smokers are asked not to smoke near an open window.

GUIDELINES FOR COURTYARDS AND PATIOS:

1. Annuals, perennials and ground cover may be planted as long as they are properly maintained. Shrubs that attain a **mature** height of no more than 5 feet may be planted at an appropriate distance from walls or fences. No Arborvitae or Alberta spruce may be planted. No trees may be planted in these areas.
2. The homeowners are responsible for the maintenance of all plantings other than trees and grass. The homeowner is responsible for weeding in beds and in the hardscape. North Farm is responsible for all trees and reserves the right to remove exiting trees under certain conditions. **(See Guidelines for Trees below.)** Existing trees will be inspected periodically to ensure that root systems do not undermine patios, buildings or walkways and to make sure that branches are kept away from buildings and do not extend over walkways or neighboring Limited Common Areas.
3. If an owner, new or existing, wishes to replace all plantings, plans must be approved by the Manager.

4. Flower boxes may not be attached to courtyard fences.
5. Any ground cover planted inside a courtyard must be kept at ground level and not allowed to climb the fence, especially in the case of ivy.
6. Any vines must be attached to trellises and kept at a sufficient distance from the fences to allow for maintenance and painting.
7. Mulch spread by owners in any area must be the North Farm standard dark brown pine bark mulch.
8. North Farm is responsible for maintaining and repairing the courtyards and patios. If more than 50% of the patio material fails, it will be replaced with approval of the Property Manager. Homeowners will be given the choice of grass, concrete pavers, imitation bluestone pavers, bluestone, or brick. Wooden decking will not be allowed. Any patio in good condition may be replaced, at the homeowner's expense, with the approval of the Manager. The homeowner will be limited to the same choices of replacement materials.

GUIDELINES FOR THE MAINTENANCE OF CURRENT "PRIVATE GARDENS"

Over the years, the Grounds Committee or the Property Manger has approved the establishment of the "Private Gardens" in Common Areas. Homeowners were notified at that time that the maintenance, including watering, of such gardens would be at the homeowners' expense.

In view of the five to ten year landscape plan approved by the Board in 2010, no more private gardens will be approved. Existing private gardens adjoining buildings will be grandfathered until such time as the area may be landscaped. The following guidelines will apply to such gardens:

1. All existing gardens have been registered with the Management Office. In addition to the registration by North Farm, photos, as of spring 2013, will be filed in the unit file with the original landscape change request form.
2. All existing gardens must be maintained at the expense of the owner. The North Farm landscaping service is prohibited from performing any work for homeowners in these areas. This includes spring and fall cleanup, weeding and watering, application of dark brown mulch, and care of perennial shrubs and flowers. Any mulch spread by owners in these areas must be the North Farm standard dark brown pine bark mulch.
3. Existing private gardens will be grandfathered until such time as the area may be re-landscaped or until the owners decide to not maintain the garden or until the ownership of the unit changes.

Owners will be notified when the landscaped architect visits their building areas to develop a landscape plan. At that time owners will have an opportunity to notify North Farm that they wish to continue to maintain the gardens or relinquish them.

4. Private gardens are not transferable to a new owner.

NORTH FARM LANDSCAPING PRUNING STANDARDS

- 1. Shrubs in front of decks:**

Maintain heights of shrubs to a level between the deck floor and the top deck rail, consistent in areas. The target is the deck floor level. (This does not apply to one-story units, such as 157-162). Decks are for site views and should be unobstructed. Shrubs below the decks are for screening utilities and bare walls.

- 2. Shrubs along the ends of decks that do not have a top privacy screen:**

Maintain above the deck railing, step prune in lieu of the end screen.

- 3. Shrubs around units, garages and along sidewalks and roadways:**

Maintain shrubs so they retain their natural shape, reducing the shrub in its total height and width if needed, no shrubs are to be cut to look like a broccoli spear. No undercutting of shrubs will be permitted. Shrubs should not be higher than roof gutter lines, single story buildings or 12 feet max.

- 4. Shrubs between driveways or between unit entrances/steps:**

Trim shrubs to a natural shape and size to prevent shrubs from hitting cars or people. Keep heights of arborvitae consistent between units in the same building or viewing areas, at door height if applicable or 12 feet max.

- 5. Shrubs around transformers:**

Trim heights, over time, down to a maximum level of 6 feet, maintain the natural shape of the plant.

- 6. Privacy arborvitae between North Lane and Maple Shade Court neighbors:**

Trim to 14 feet and maintain that level for all. Arborvitae between the tennis court and parking lot and Maple Shade Court neighbors prune to 12 ft.

- 7. Other Arborvitae:**

Other rows of Arborvitae should not block views of decks in the same view corridor such as the ones by the mailboxes in Windward Lane (117-148) to be kept at 12 feet; Arborvitae at the corner of Sea Breeze and North Farm Drive by the mailboxes (59-76) to be kept at 8.5 feet; Arborvitae next to 301 side deck to be kept at 12 feet.

- 8. All other overgrown tall shrubs around units, behind or near mailboxes around parking lots:**

Must be trimmed and kept to a height of 12 feet max. Some shrubs that were allowed to grow to tree heights cannot be pruned and will eventually be removed.

9. Espaliered shrubs are to be trimmed to roof height and maintained at a manageable size.

- 10. Perennials:**

Dead head iris in the spring; daylilies in the summer and hostas at the end of the

summer. Dead head hydrangea in November.

GUIDELINES FOR TREES:

Two of North Farm's greatest assets are often in conflict with each other-our trees and our views. The specimen trees inherited by our community, not all of which reside in the Arboretum, are invaluable and are certainly to be preserved. However, when our community was built, many lesser varieties of trees were planted because they were fast-growing and could quickly enhance the appearance of the buildings and provide a measure of privacy. Most notable and numerous among those varieties are white pine and arborvitae. These trees have become higher, wider and thicker over the years. Many have grown too close to buildings, many have become overcrowded, and many have come to impair views from units. Views of the bay constitute a significant portion of the real estate value of these units which enjoy such a view and even those units which do not have a view. Our location on the bay and our trees both contribute to North Farm's desirability.

The following guidelines are designed to answer the questions:

- *Who decides what trees are to be trimmed, removed, replaced and with what are they to be replaced?*
- *Who is to pay for the work and materials?*

1. General Policy and Procedure:

- a. Healthy trees may only be removed with the approval of the Board of Governors based on a recommendation by the Grounds Committee.
- b. Trimming is to be considered as an alternative to removal
- c. Preservation of a Bay view is considered paramount but privacy concerns are to be respected as much as possible.

2. Tree Trimming:

- a. To be done for the following reasons:
 1. Too close to buildings
 2. Impairment of view
 3. Health of tree
 4. Aesthetic considerations
- b. How it will be done
 1. Some trimming jobs may be done by North Farm personnel as assigned by the Property Manager.
 2. Major trimming is to be done professionally, in accordance with professional standards.

3. Tree Removal:

- a. Trees that are judged by an arborist to be dead, dying, diseased or structurally

unsound and that cannot be saved will be removed.

- b. Healthy trees may be removed with the prior approval of the Board of Governors based on a recommendation from the Grounds Committee and under the following conditions:
 - 1. Overcrowding
 - 2. Too close to buildings
 - 3. Impair the view of a unit or units
 - 4. Recommendation by the landscape architect to improve aesthetics
 - 5. Any other reason the Board of Governors may determine

- c. Trees that impair owner's Bay view may be removed with the prior approval of the Board of Governors. Criteria for decision to remove a tree solely to restore Bay views:
 - 1. Quality of Tree (e.g. is this a specimen tree? An invasive species?)
 - 2. The "Value" of the tree to North Farm, determined by an Arborist.
 - 3. Is trimming a viable alternative?
 - 4. How much of the view will be restored by the proposed removal?
 - 5. What is the improvement in the property value of the Bay View, from the living room deck/patio, using the Town of Bristol Tax data (public records on the web)?
 - 6. How does removal affect the privacy of the other homeowners?
 - 7. How does removal affect the views of other homeowners as seen from their living room decks or patios?

- d. Replacement:
 - 1. Based on a recommendation from the Grounds Committee, the Board of Governors will decide whether or not a tree should be replaced.

- e. Notification:
 - 1. As a matter of courtesy, the Property Manager, using her best judgment and in consultation with the Grounds Committee, will identify and notify all homeowners who may be affected by the removal of a healthy tree which is located adjacent to or in the vicinity of their units.

4. Tree Planting:

- a. Homeowners are prohibited from planting trees in Common Areas and Limited Common Areas.

Ownership and maintenance of all trees currently planted in Common Areas and Limited Common Areas by homeowners, past or present, have reverted to the North Farm Home Owners Association upon all sales or transfers of units as of April 26, 2007, the date the Board of Governors approved these guidelines.

C. UNITS

- 1. Toilets and other water apparatus in the units shall not be used for any purpose other

than that for which they were constructed. Sweepings, rubbish, rags, newspaper, sanitary napkins, tampons, disposable diapers, etc. are not permitted to be flushed.

IMPORTANT: The holding tanks for North Farm sewage are pumped out by sensitive machinery which can clog when foreign objects are deposited into the system.

2. Our governing documents require that all residents provide the Management Office with current keys to their units for access in emergency situations. Unit security codes must also be made available to the Management Office.
3. North Farm employees are not permitted to enter any unit in the absence of the owner or resident unless an emergency exists or without prior notification.

RI Condominium Law (34-36-7-f) states: The manager or management committee shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common areas and facilities or for making emergency repairs necessary to prevent damage to the common areas and facilities or to another unit or units.

4. Agents of the Association or authorized contractors are allowed to enter the units under emergency conditions or with proper notice, if accompanied by a North Farm representative.
5. Hazardous materials must not be brought into or stored in residences or garages.
6. With exception to the In Unit Maintenance Program that is offered to residents during the winter months, North Farm employees are not permitted to perform any personal work inside or outside of any unit for a resident or owner during working hours.
7. Residents shall not permit or make any noises which violate the Town of Bristol ordinances or that disturb, annoy or interfere with the comfort or convenience of other residents

Construction work and the resultant noise in an owner's unit that would disturb other residents shall be confined to the hours of 7:00 am to 7:00pm. Work is not allowed on federal/RI state holidays.

8. The water supply to washing machines must be turned off when not in use. Washers, dryers and dishwashers should only be operated when an occupant is present.
9. During the winter, residents are to shut off the water supply to outside faucets from inside the unit and leave the outside valve open.
10. Homeowners who are away from their units for (1) one month or longer, must notify the Management Office Residents. Unless you have water generated baseboard heat, the main water supply to the unit must be turned off. All units must set the thermostat at a

minimum of 55 degrees. For a fee, the North Farm staff will monitor a unit while a resident is away.

11. Do not disturb, disconnect, or paint the heat sensors in the unit. If the sensor alarm company discovers during their annual testing of the sensors that a homeowner's action has affected the functioning of the sensor, all costs of a service call to fix or replace the sensor will be the responsibility of the homeowner.

12. Open House Rules for Realtors, Private Sellers, etc.:

- a. In order to have an "Open House", a Unit Owner must have a security guard procured from the Association posted at the guard house to allow potential purchasers into the community. The cost of the guard will be paid for by the owner one week in advance.
- b. Signs will be allowed during an Open House. Ribbons and balloons are not allowed.

13. The use of skateboards, scooters and roller blades is restricted to the Yacht Club road.

14. Personal generators are not allowed.

15. Homeowners are responsible for all insects, mice, or other pests that are found on the inside of their units. The Management Office must be contacted to determine type of ants and steps necessary for remediation. The Association will only spray for carpenter ants. No other ants will be sprayed. The Management Office must be contacted for bees. Only bees that are stinging or aggressive will be removed. The Management Office will not refund homeowners for pest removal if it is not preapproved by the Property Manager.

D. GRILLS AND FIRE PITS

1. Gas or electric grills are allowed on wooden decks but charcoal grills are permitted **only** on cement patios or on the grass and not on or under decks. All grills must be UL approved. Fire Pits are not allowed.
2. All grills must be operated at a distance of three feet from any flammable surface.
3. All residents are required to have an operational fire extinguisher (5 ABC) that must be nearby when the grill is in use.
4. Grills must be attended at all times when in use, in case of flare-up. If for any reason the grill is left unattended, the cover should be lowered and the heat reduced.

E. VEHICLES AND PARKING

1. Speed limits for all vehicles:

- All roadways in North Farm 20 miles per hour
 - Approaches to Security Gates 5 miles per hour
2. All residents shall park their automobiles either in their garages or in the areas designated Guest Parking areas are marked with appropriate signs.
 3. Handicapped Parking spaces are for vehicles displaying proper handicapped plates or placards.
 4. Parking is not permitted on roadways or grass and other landscaped areas with the exception of south side of North Lane and the cul-de-sac on North Farm Drive.
 5. Automobiles are defined as conventional family cars, sports cars, station wagons, suv's, mini vans, and utility vehicles up to 1/2 ton, all of which are designed for passenger use only (not for camping, business or commercial use). Motorcycles, motorbikes, campers and vehicles with advertising shall be stored in garages only. If a camper cannot be parked in the garage, arrangements for temporary parking must be made with the Property Management Office.
 6. Vehicles shall not be stored or allowed on the property unless they are operable and legally registered.
 7. Vehicles which are objectionable from a mechanical standpoint as determined by the sole discretion of the Board of Governors may not be operated or parked anywhere on NFHOA property.
 8. No auto shall be repaired within the premises of North Farm except in an emergency.
 9. Vehicles shall not be parked, even temporarily, so as to block access to roadways, parking spaces, driveways, handicapped spaces or garages.
 10. **All residents are required to have a resident parking sticker affixed to their vehicle(s). New Residents shall register all vehicles with the Property Management Office within 7 days of residency and shall affix a resident parking sticker to their vehicle(s). If a resident obtains a new car, a new sticker will be provided by the Property Office.**
 11. Short-term parking of guest's vehicles is permitted at designated locations with advance permission from the Property Management Office. Camping in vehicles is not permitted.
 12. Vehicles parked in violation of the above restrictions, may be subject to fines and towed away at the expense of the owner.

F. TRASH AND RECYCLABLES

1. **Trash Pick Up**

A schedule for trash pick up is available in the Property Management Office. **DO NOT** place the trash out the night before as this causes problems with animals, birds and wind scattering the trash. Be sure to have all items, including regular waste, available for collection by 7:00 AM on the scheduled service day.

- Place your trash in securely tied plastic bags and then into a barrel with a tightly fitting cover. **All trash must be in covered barrels.**
- Trash barrels must be removed from the common area by the end of the trash pickup day.

2. **Recyclables**

Homeowners do not have to sort recyclable materials. Bottles, cans, newspaper and broken down cardboard may all be placed in the ***SAME BINS*** you currently use. Below is Waste Management's Single Stream Recycling Guidelines for container preparation:

- a. Remove all plastic bags
- b. Corrugated cardboard should be broken down so it fits inside the container without jamming, so the cart will empty completely.
- c. All containers (jars, bottles, carton, etc.) must be rinsed and free of all contaminants.
- d. Remove and discard all corks, tops, rings and metal bottleneck wraps.
- e. Flatten containers whenever possible

Large/special items such as furniture, tires, batteries, water heaters, etc. have to be picked up by a private firm of your choice, at your expense.

G. ARCHITECTURAL CHANGES

1. All requests for internal or external structural changes/alterations shall be submitted in writing, to the North Farm Office signed by the unit owner and be accompanied by plans, specifications, a materials list, and the name of the contractor(s) that will be performing the work. The proposed changes shall not jeopardize the structural integrity or property values of the unit in question or surrounding common/limited common areas.
2. All requests for external changes will be reviewed by the Architecture Committee. The committee members may inspect the subject premises, garner input from the surrounding residents and request further information from the unit owner prior to recommending a decision to the Board of Governors. Unit owners are responsible for obtaining and paying for all necessary building permits.
3. Any approved changes shall be constructed at the sole expense of the unit owner and the owner will be responsible for maintaining the changes/alterations at his/her sole expense. Upon the transfer of a unit, the new owner shall be responsible for the

maintenance of said changes and any costs related thereto.

4. If a unit owner fails to abide by the above procedures or violates one of the conditions, he/she will be served with a written notice of said violation from the Property Manager upon which the owner may request a meeting with the Board of Governors.

H. WINDOW AND DOOR REPLACEMENT

The unit owner is solely responsible for the maintenance and replacement of the following:

1. Exterior and storm doors
2. Skylights (roof windows), including broken glass and hardware
3. The color of exterior doors may be white, blue, green, or red. Samples of these colors are available at the North Farm office. A North Farm maintenance staff member will provide the unit owner with the selected paint for the door.
4. All broken window glass and hardware
5. All patio doors
6. All window/door screens

The Association will pay for one half of the replacement of the original wood windows under the following conditions, with prior approval of the management office.

1. When any part of the jamb, sill or sash is rotted
2. When a single sash is rotted
3. If a jam or sill is cracked and/or split
4. If hardware is inoperable and sash is cracked or loose
5. If more than one sash seal is broken (fogged)

All requests for window or door installations shall be submitted in writing to the North Farm Office, signed by the unit owner, and accompanied by plans, specifications, a materials list, and the name of the contractor(s) that will be performing the work. The proposed changes shall not jeopardize the structural integrity or property values of the unit in question, or surrounding common/limited common areas. No window or sliding door may be installed without the approval of the Management Office. All window and slider door installations must comply with the North Farm specifications.

I. PETS

A resident with a pet must sign a "Pet Agreement" form, which will be kept on file in the Management Office.

1. All pets must wear tags identifying the owner.
2. Stray animals without an identification tag will be removed from the property.
3. Residents and their guests are expected to clean up after their dogs as per Bristol Town ordinance, Sec. 6-80 (a) & (b) which states; "(a) It shall be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by his dog on any sidewalk, street, park or other public area. It shall further be the duty of each person who owns possesses or controls a dog to remove and dispose of any feces left by his dog on any private property neither owned nor occupied by such person. (b) No person who

owns possesses or controls such dog shall appear with such dog on any sidewalk, street, park or other public area, or on any private property neither owned nor occupied by such person without such means of removal of any feces left by such dog”.

- a. Failure to do so may result in a fine.
 - b. Dogs are not permitted to void in residential areas. Animal urine is highly toxic to shrubbery and short grass.
4. Residents will not allow their pet to create excessive noise or annoy other residents.
5. Residents will not allow their pets to roam, and will not leave pets unattended on deck, patios, in limited or common areas.
6. Residents will comply with Bristol Town Ordinance Sec. 6-73 which states; “The owner or keeper of any dog shall keep his dog under restraint at all times”.
7. Pets are not allowed in the Yacht Club, at the beach, picnic, pool area, or dock areas.

J. SATELLITE DISH / ANTENNA INSTALLATIONS

1. Definitions:

- a. Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.
 - b. Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a reception antenna.
2. No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use.

No resident shall install a Reception Antenna on any portion of the common area granted to the unit where the resident resides pursuant to the provisions of the Declaration creating the condominium.

- a. A reception antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.
 - b. Tenants must obtain the written permission of the owner before they may install a Reception Antenna on any limited common areas or exclusive use areas, as defined in the Declaration as being within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area or exclusive use area as defined in the Declaration, such installation shall be subject to the following:
- a. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception antennas for direct broadcast satellite services are larger than one meter in diameter.
 - b. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.
 - c. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area.

In no event may Reception Antennas be installed on roofs, lawns or other common areas.

- d. Reception Antennas or similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.
- e. Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where they can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- f. If Reception Antennas are allowed to be placed outside the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.
- g. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the buildings.
- h. The residents who own or use a Reception Antenna are responsible for all costs

associated with the Reception Antenna including, but not limited to, costs to:

- Repair, maintain, remove, and replace the Reception Antenna
 - Repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna
 - Pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna
 - Reimbursed residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installer in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional names insured.
- i. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and shall have guy wires securing the device to the building or ground, but only if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.
 - j. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
 - k. No resident may install more than one (1) Reception Antenna or more than one (1) satellite dish.

4. Process and Procedure

In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. To the extent permitted by the FCC, the Association shall be entitled to fines, reasonable attorneys' fees, costs and expenses. In addition the Association may seek injunctive relief.

5. Transmission Antennas are prohibited.
6. The resident shall provide a copy of the Notification Form attached herein to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications to the Board prior to commencing the installation.
7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

In all other respects the Rules and Regulations as hereby amended by the Resolution are hereby ratified and affirmed.

K. RENTAL POLICY

The North Farm Home Owners Association Rental Policy has been established to protect each Homeowner, so that the community standards are supported and maintained. It is important that the Association know who is living within the community for safety, notification and service reasons.

1. North Farm Written Lease Policy

Permission to rent a unit must be granted by the Board of Governors prior to the rental start date. The following paperwork must be submitted for Board approval at least one week before the rental start date:

1. Application to the Board for rental approval-provided by the Management Office
2. A signed copy of the lease between the owner and the renter-provided by the unit owner
3. The NFHOA Lease Addendum-provided by the Management Office

Failure to do this will cause an automatic fine to the Unit Owner effective the day of occupancy by the renter and continuing until the proper documents are on file at the office. The fines will increase from ten dollars/day (1st week) to 25 dollars/day until proper documentation is filed and accepted by the Property Manger.

- a. It is the Unit Owner's responsibility to provide the Renter(s) with a copy of the North Farm Homeowners Association Rules & Regulations. Copies can be obtained from the Management Office or on the Northfarm.org website.
 - b. All new tenants are required to register with the Management Office upon moving in.
- 2. Rental Terms** - All rental units must have a written lease signed by the Unit Owner(s) and the proposed Renter(s), which includes but is not limited to the following conditions:
- a. All leases must be for a minimum term of six (6) months. Only one lease can occur in a 12-month period
 - b. Assignment and subletting by the renter(s) is strictly prohibited.
 - c. The use of the garage(s) and deeded parking space(s) must go with the unit.

- d. The lease must specify in writing that the renter agrees to comply with all North Farm Homeowners Association Rules and Regulations. The unit owner is responsible and liable to the Association for any damage or injury to persons or property caused by or resulting from the use of any Common Area or Limited Common Area of North Farm by the renter(s).
- e. All renters shall abide by the rules as stated in the Declaration of the Condominium, including the Association By-Laws and this Rules and Regulations Manual.
- f. Unit owners shall be responsible for the actions of their renters.
- g. The use of all facilities goes with the occupancy of each unit. When a unit is rented, the owner of that unit is denied the use of all Association amenities.
- h. Occupancy of any rented unit must be limited to two persons per bedroom.

3. Renewal of Leases - Any renewal of an existing lease must contain the same conditions that are listed in Item #2-Rental Terms. The renewal lease must be on file with the Management Office prior to the effective date of the lease or the Unit owner will be subject to the same Fines prescribed in Item #1 until documentation is received in the Management Office.

L. INSURANCE

The North Farm Home Owners Association carries fire, catastrophe, and liability insurance on all of the common areas, including building structures, Yacht Club, swimming pool, fences, grounds, etc.

It is recommended that all unit owners purchase and maintain a condominium owner's insurance policy (HO-6).

The Association's Master Policy has a deductible on claims (\$10,000 at this writing).

If you have a loss that is covered by the Association Master Policy, the Association will receive a claim check for the amount of the loss **minus** the deductible amount. It is the unit owner's responsibility to have the proper endorsements on his/her HO-6 policy to cover the loss of the deductible.

It is recommended that all unit owners review their insurance coverage with their own insurance agent or advisor.

All unit damage must be reported within 72 hours of discovery to the Property Manager who will assist the unit owner to the extent the damage is insured by the North Farm Owner's Association insurance policies.

- a. Unit owners who contract with painters, carpenters, plumbers, etc. will cause

such contractors to furnish a certificate of insurance evidencing the following minimum insurance requirements: Commercial General Liability limits of at least one million dollars per occurrence and one million dollars of products/completed operations aggregate. North Farm Homeowners Association, Inc. shall be named as additional insured.

- b.** Automobile Liability Coverage for owned and including non-owned and hired automobile with limits of at least one million dollars combined for bodily injury and property damage.
- c.** Worker's Compensation/Employer's Liability Coverage to provide statutory benefits for worker's compensation/employer's liability limits of at least one hundred thousand/five hundred thousand/one hundred thousand should be carried.