

Rules and Regulations



Adopted 3/27/2024

Common style guidelines are crucial to maintaining and/or increasing property values within Country Lake. Each of our 249 homes affect one another, therefore, each and every homeowner must comply with the necessary rules, restrictions and standards.

For additional information and to help assist in updating our community, all owners are encouraged to attend association meetings or contact management. You can also attend a board meeting to ask a question.

These rules and regulations shall be interpreted by the board of directors in their sole discretion. For any enforcement of these rules and regulations under Florida law and these covenants, the prevailing party shall be entitled to recover its costs and attorney's fees.

Owners are responsible for updating all their contact information with the current management company, including email and mailing addresses for where they want correspondence sent regarding rule violations. A failure to update contact information does not reduce or eliminate the responsibility of owners to address violations or their liability for any fines, costs, or attorney's fees incurred for any enforcement action. The Association's sole obligation is to notify the Owner(s) at their last address provided to the Association's Board and/or Management company, in writing.

Section 1 - General design, maintenance, and appearance of unit exteriors

1. Exterior walls- wood and stucco walls are the responsibility of the unit owner.
 - a. All walls shall be properly maintained, free of wood rot, holes and cracks. When replacing the siding, the new siding must match the existing T1-11. The plywood T1-11 siding should be the tongue and groove 12 inch On Center (OC) groove/slat pattern design that is 19/32 - 5/8 inch thick.
 - b. Style and material changes- If the owner is in the process of transitioning from standard wood T1-11 to cementitious board, then the owner should replace an entire wall at one time to maintain uniformity on each side of the unit during transition. Any potential style changes beyond changing from T1-11 siding with a 12-inch OC pattern to cementitious board will require an ARC approval (Architectural Review) and/or board approval.
 - c. Trim that borders the siding (such as the 12'x2' cedar boards) should be properly maintained to be free of rot, holes, or other unsightly issues.
 - d. The owner shall have the responsibility to paint any replaced or repaired T1-11 siding to match the building's color per the community color scheme. If siding is replaced during the community painting project, then the owner should also apply at least one coat of primer and one coat of paint because new wood or cement board should optimally have more than one coat of paint to prevent water damage.
 - e. Vegetation, such as vines, should be trimmed so that they do not grow on any exterior wall surfaces.
2. Painting- The board sets the paint scheme for the community. Information on the paint colors for the various buildings are included in these rules and available on request. Community repainting only happens every 7-8 years, or as dictated by the paint warranty and board of directors. Any repair work that requires re-painting is the sole responsibility of the owner and must match the approved paint scheme.
3. Fences shall be of a shadowbox style, have six (6") slats and be free from wood rot, missing slats, rusting hardware, and cemented into the ground straight and neatly. The height of the fence shall be four (4') feet in the front of the unit and (6') feet in the back of the unit. The

only exception to the shadowbox style fence shall be for units with yards that immediately connect to the lake path area. Owners of those units may be permitted to use a four-foot black metal fence that allows direct viewing of the lake area.

4. Windows, window-like openings, and doors
 - a. Window, door & patio screens shall be free of tears, rips and be properly maintained and clean.
 - b. Window blinds or other window treatments shall be free of tears, rips, and any unsightly damage or missing blinds. Interior window coverings visible to the outside must be of a permanent nature (i.e., no cardboard, foil, or other temporary coverings).
 - c. Windows and window trim shall be maintained with proper caulking and/or weather stripping as needed to prevent water intrusion, unsightly damage, or pests. Non-hurricane rated doors that open inward to a unit by their nature will permit more water intrusion into a home than hurricane rated doors that open to the outside.
 - d. Window hung air conditioning units are not permitted, except if they are used to air condition an enclosed lanai area in the back.
5. Gutters must be free of vegetation and properly attached to the units. Gutters should go down on the sides of the units and not in the middle of a wall.
6. Decks must be free of wood rot, holes and stained or painted to match or compliment the color scheme of the building.
7. Grills shall be stored on the owner's property and if located in the front of the unit they must be kept behind fencing out of sight of neighbors.
8. Yards and Patios – Yards and patios that are visible to the community must be maintained in an attractive fashion. Indoor furniture, refrigerators, or excessive clutter are not permitted to be stored on the patio or yard areas.
9. All exterior openings and other surfaces of a unit not previously mentioned (e.g., windows, doors, trim, walls, soffits, etc) shall be maintained and free from breaks, stains, and other unsightly or structural issues which prevents their proper functioning and potentially invite pests and/or water intrusion. Areas that need to be re-caulked or re-sealed should be done so as part of typical maintenance by the owner.
10. All other aspects of a unit's exterior shall be maintained in good repair, such as house numbering, lighting, electrical outlets, water spigots, etc. Any such common items that are broken should be replaced or cleaned as needed to prevent them from being unsightly.
11. All pest issues that arise are the responsibility of the owner to remedy in a timely manner, so as to prevent any issues from spreading to adjacent homes. Owners bear the primary responsibility for notifying their neighbors of any pertinent pest issues. Any notice sent out to other units in a building by the association is secondary. Owners are responsible to take any action needed to remedy and prevent their home from being infested or re-infested. Owners shall notify management if their pest issue(s) is/are not resolved within two weeks of discovery, so that the matter can be brought to the board's attention.
12. Possible roof leaks- The Association is responsible for replacing the roof of the main unit (not porches/lanais that were built secondarily) and maintaining the roofs in a manner pursuant to and described in the covenants. If an owner suspects they may have a leak from the main unit roof, then they will need to hire a licensed roofer to investigate (but not repair) the possible leak. Many times, reported leaks are actually problems with rotten or uncaulked siding, leaky window edges, corroded Z flashing, air conditioning condensation, among other sources. If

the leak is determined to be from the roof, the owner will then send a report from the licensed roofer with pictures to the association. With that evidence in hand, the Association will begin the warranty repair process. As part of activating the warranty, the Association shall provide a roofing inspection to ascertain whether a leak or some water intrusion exists as a result of an issue with the roofing system (if requested by the warranty contractor, guarantor, or Association). However, if said inspection yields a different source for the leak and the Owner failed to rule those other potential issues out, then the Owner shall be billed and it will become a speak assessment, the cost of the roof inspection that determined the source of the leak to be from somewhere other than the roof. Once the leak is fully researched and verified by the contractor(s) working in conjunction with the warranty guarantor and association, repairs will be made under warranty and by the Association. Damage to the roofing system as a result of owner actions or lack of preventative maintenance, pests, or agents of the owner (such as privately contracted individuals or companies), will be the responsibility of the owner to cover all costs incurred to repair the damage and restore/maintain the warranty on the roof.

13. Solar panels attached to the roof of a unit are not allowed. The association is responsible for insuring the roofs and maintaining the roofs in a manner pursuant to and described in the covenants. Warranties may be voided in the activities of installing solar panels by intrusion into the roof, drilling into the roof for supports, nailing etc. Furthermore, there is a likelihood that a neighbor's roof may be compromised in the process of installing solar panels.

Section 2 - Satellite Dishes

1. Installation of a satellite dish requires prior approval of the ARC.
2. Satellite Dishes cannot be placed on any part of the building or roof or common areas
3. Satellite dishes must be installed on the unit owner's property out of view of other neighbors.

Section 3 - Driveways

1. Driveway expansion- Most units have a two-car driveway. Only two cars may be parked in a two-car driveway. Approval from the ARC committee must be sought to widen the driveway beyond the original driveway size to fit three cars. No more than three six ft. wide cars can fit in a driveway when widened.
 - a. The functional driveway must be all of one type. For instance, you cannot have asphalt combined with pavers. Simply setting pavers/stepping stones along the sides of your driveway to widen it for the purposes of additional parking is not allowed. An asphalt driveway must be completely asphalt and a paver driveway must be completely paver, and a cement driveway must be completely cement.
 - b. A three-car driveway is approximately 25 ft. A setback of approximately 18 inches must exist on either side of the enlarged driveway (i.e., there must be space between your driveway and the property line that is not paved). This is to provide easier access to buried utilities that exist between the units. Driveway size is described in greater detail in the ARC application form.
 - c. Grandfather clause- It is recognized that there was a time when a former board allowed paver stones to be used for driveway expansion if covered with asphalt sealer. Those residences, with symmetrical pavers that were placed on both sides of the driveway and covered with asphalt sealer prior to 2022, will be permitted to remain.

Upon a change in ownership, any further changes to the driveway will need to meet current architectural standards described in this section.

2. Edging around the driveway shall be maintained by the owner and free from excessive stains, rot, or other unsightly or functional defects. If the edging is painted, then it should be repainted as necessary. Decorative paver stones around the edge of the driveway are permitted, so long as they are not being used to extend the parking area of the driveway.
3. Maintenance- Driveways shall be free from cracks, holes, oil stains, regardless of their physical make-up. Driveways should be re-sealed or re-painted as necessary depending on the driveway design to maintain the curb appeal of the individual unit.
4. Cars may not be parked horizontally at the bottom of a driveway or on the grassy sides of the driveway. To park a third car in your driveway, your driveway must be legally widened through the HOA Architectural Committee (ARC) into a legal three-car driveway with prior approval from ARC.

Section 4 - Landscaping

1. Front & rear yards shall be properly maintained with green grass, mulch, or rocks. No artificial grass is allowed.
2. Front yards must have a minimum of four (4) shrubs, plants, or flowers under the windows.
3. Access - Owners cannot block landscaper's access to a neighbor's back yard. All fences must have latches.
4. Landscape edging (wooden landscaping edges, patio blocks) should be free of wood rot and kept in good repair. Where necessary, edging should be installed so that soil, run off and gravel do not run into the streets.
5. Hedges, trees, and shrubs shall be properly pruned. Roots shall be pruned as needed so as to not damage driveways, streets, or the lake path. Perimeter hedges and shrubs shall not exceed a height greater than the first-floor fascia (approximately 8 feet). Shrubs directly under or in front of windows shall not exceed (5') feet in height. No foliage should be in contact with unit structure. Trees planted on private property shall be maintained to not grow taller than the second story fascia, so as to reduce the likelihood of a tree falling in tropical storm winds.
6. If a tree's roots or branches begin to interfere with another unit, as determined by the sole discretion of the board, then the tree should be removed by the owner of the tree. Should tree or bush roots damage the sewage lines for units or a block of buildings, then the owner of the tree/bush shall also be responsible for restoring the pipes to their working condition for all units affected. The owner of the tree has the majority of the trunk on their property. Trees and shrubs should not be planted over water lines or immediately adjacent to the water utility access point because the roots will eventually cause problems with water supply lines, potentially affecting multiple units.
7. All plants (hedges, bushes, flowers, trees, etc) must be kept in a healthy condition. Any dead plants must be removed. The board may also require a dying tree be removed if they determine it poses a threat to a neighbor, common property, or utility infrastructure.
8. When a tree is removed, the remaining stump shall be removed to ground level, so as to not be a tripping hazard.
9. The following list includes species of trees, bushes, and other plants that are NOT allowed to be planted on your private unit lots:
 - Trees that grow above 40 feet tall

- North Fork Pines (*Araucaria heterophylla*)
 - Rubber trees (*Ficus elastica*) – cause extensive foundation damage
 - Invasive exotic species, such as carrotwood trees (*Cupaniopsis anacardioides*), Australian pines (*Casuarina spp.*), Brazilian pepper (*Schinus terebinthifolius*), or any other species listed on the Florida (FDACS 5B-57.007) or Federal Noxious Weed lists.
10. Fruits, nuts, and other items dropped by trees (such as palm fronds) are to be cleaned up by the unit owner. In the event of a violation of this Rule and Regulation, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
 11. New fruit trees plantings are not allowed. Fruit trees attract rodents and other pests, which can cause havoc especially in higher density housing like a townhome community. If an existing fruit tree produces fruit that is not cleaned up by the owner, which results in two violation notices, then the owner will be required to remove the tree.
 12. Common areas - Do not plant trees, shrubs, etc. on common areas. This adds to the expense of maintaining the common areas. Only the board is allowed to authorize planting new trees anywhere on common property because it creates added community expenses to maintain the trees.
 13. Trees should be planted away from the building on your property, so that the roots do not affect the foundation or other common utilities. Exactly how far away is necessary depends on the species of tree. In general, though, trees should be at least 5 ft away from the foundation. Damage done to any common property or infrastructure, as a result of a tree planted by an owner on their land, will be the responsibility of the owner of the lot to repair.

Section 5 – Resident Vehicles

1. All vehicles parked in the community must be operable and have current license plates and DMV registration. Similarly, all vehicles belonging to residents must be registered with Country Lake HOA.
2. Residents must be able to park all their vehicles in their driveway. Residents (owners or renters) may not have more vehicles residing in Country Lake HOA than those that can fit on their driveway. Owners and tenants signed an agreement to this when they applied to the HOA for approval, recognizing that parking is limited. If a home has a three-car driveway, then they can park three cars in Country Lake HOA. If a home has a two-car driveway, then only two cars are allowed in Country Lake HOA. All vehicles parked at Country Lake HOA by residents must be registered to an address at Country Lake HOA and fit within that unit's driveway. An owner may only have a maximum of two cars in a two-car driveway and only three cars if they have a three-car driveway. The maximum numbers of cars is three, based on the maximum driveway size in Country Lake HOA.
3. No vehicle repairs may be done within Country Lake. This includes changing oil or other fluids, as chemical spills may result in those chemicals entering the lake and county waterways.
4. Vehicle appearance
 - a. Vehicles must not show signs of major body damage (i.e., missing bumpers, crushed frames, missing doors). Residents involved in an accident should have such issues repaired in a timely manner, not to exceed 60 days without permission of the board.

- b. Vehicles must not show extensive signs of rust or sun damaged paint that covers the majority of an exterior vehicle body component (i.e., the door, the hood, etc). Minor scratches or marks are not included in this.
 - c. Trucks are not permitted to store debris, materials, furniture, or other temporary items in the truck bed that protrude out of top or back of the truck bed.
 - d. All vehicle signage must be removed or covered when parking in the community overnight.
 - e. Covers are allowed to protect vehicles from the elements, but must be in good condition and must be designed for vehicles (i.e., you cannot put a tarp over your car). Good condition means that the cover must not be frayed, have holes, or other unsightly damage.
5. Motorcycles, dirt bikes, or similar off-road motorized bikes with a motor are not allowed in the community. This does not include battery operated children's toys. Licensed scooters or mopeds with an engine of 15 HP or less are permitted, as are electric bikes and scooters.
6. RV's, trailers, campers, recreational vehicles, go-carts, and golf carts are not allowed to be stored or serviced in the community. Sleeping overnight in any vehicle is not permitted.
7. No commercial type vehicles, as outlined below, shall be parked in the community overnight. The type and style of vehicle is what will be considered for enforcement, not its current use for commercial purposes. For instance, if an owner purchases a used utility or flatbed delivery vehicle, but wants to only use it for non-business purposes, the vehicle would still be considered a commercial type vehicle.
- a. Commercial vehicles as defined in Florida statute, or vehicles weighing more than 6,000 pounds, as their heavier mass can cause damage to underground drainage pipes below driveways and larger engines pose a noise nuisance among other possible problems. Owners who have parked any vehicle in excess of 6,000 lbs are responsible for any damages to utilities under the driveway when the damage could be caused by vehicles of excessive weight.
 - b. Pick-up trucks with custom equipment racks in the truck beds, or utility drawers that are built into the side of the truck (AKA Utility Trucks).
 - c. Flat bed trucks, landscaping trucks, tow trucks, or trucks with missing or modified beds altered from the original pick up truck bed.
 - d. Construction equipment or tree trimming equipment, regardless of whether they exceed 6,000 lbs.
 - e. Trucks with more than four (4) wheels, such as dually trucks from the time of this adoption (03/27/2024). Previously registered vehicles will be grandfathered.
 - f. Vehicles with ladders permanently stored on a roof rack.
 - g. Under no circumstances should commercial type vehicles be parked temporarily in Country Lake HOA by an owner, unless being used for a previously board authorized construction project (e.g., something approved through an ARC application). For example, under no circumstance should construction equipment, driven by an owner for work, be temporarily parked in Country Lake HOA.
 - h. Police cars are permitted for those who are granted a take home police vehicle. Police vehicles must fit within the driveway of the unit and are not an exception to the number of vehicles allowed for that unit based on driveway size described in rule 2.

8. Motorized boats (including jet skis) with or without a working motor are prohibited throughout the Country Lake community. Motorized boats are not permitted to be stored on any unit's property or common property. Cleaning and temporarily storing a boat to perform any service is also prohibited throughout the Country Lake community. The additional weight of large motorized boats can pose a danger to underground drainage systems and other things the community is responsible for maintaining, in addition to being unsightly and obstructing traffic. Non-motorized boats, such as kayak's or canoes are allowed.
9. Vehicles are expected to adhere to all speed limits and to not be a nuisance to pedestrians on roadways by driving in a reckless manner. In the event of a violation of this Rule and Regulation, as determined by the board of directors, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
10. Vehicle sounds shall not be excessive to the point of being a nuisance to neighbors at any time of day, no matter the type of vehicle. Modifications that increase the noise of a vehicle, such as muffler or exhaust sounds, are not permitted. Owners of vehicles with excessively loud exhaust systems, or who rev their engines may be issued a violation. In the event of a violation of this Rule and Regulation, as determined by the board of directors, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
11. Gate Entry System Access
 - a. Gate transponders are only issued to vehicles owned by a resident (renter or owner) living on site. Those vehicles must be registered to the owner's address in Country Lake HOA. The only exceptions to registration are for new owners and new tenants who must update their registration to their Country Lake HOA address by their registration renewal date. Guests, family members, or frequent visitors of any type that do not reside in Country Lake HOA are not eligible for any gate entry system, such as a transponder. In the case of a unit with a three-car driveway, measurements or photos showing that all three cars fit on the driveway may be requested before issuing a third gate entry transponder.
 - b. Only two entries are allowed in the call box per unit. Owners who rent their units out are not permitted to remain on the call box and must access their unit through the tenants (this is in Florida statute and will be the policy of the HOA).

Section 6 – Guests, Guest Vehicles, and Guest/Temporary Parking

1. All vehicles parked in the community must be operable, have license plates and be registered. Guest vehicles parked in guest parking areas that are not properly registered, licensed, or operable may be booted and/or towed at the owner's expense at any time.
2. Campers and recreational vehicles (RVs) are not permitted to be used for an overnight stay in Country Lake HOA. Sleeping overnight in any vehicle, even if parked on a driveway, is not permitted.
3. Guests are not permitted to bring motorized boats (including jet skis) into the Country Lake community for service or temporary storage.
4. Parking Rules and Regulations for owners and guests

- a. Vehicles (guest or owner) should never be parked on any grass areas within the community, including the areas between the units. It is possible to damage the irrigation heads and system components that are throughout Country Lake HOA common space. Vehicles that are parked on the grass and not involved in delivery or construction work that necessitates temporarily parking in the grass may be booted and/or towed at the owner's expense at any time (not limited by part b). The board may permit temporary parking on the perimeter grassy area on a case-by-case basis, such as for holidays, community construction needs, or other unforeseen reasons.
 - b. Overnight parking on the streets or grass (by guests or owners), between the hours of 1:00 a.m. and 7:00a.m. is not permitted. Vehicles parked overnight on the streets or in the grass in undesignated areas will be booted and/or towed at the owner's expense.
5. Overnight guest parking is permitted at the pool and other marked guest spots throughout the community. Guests may use ParkMobile, which is provided to give greater flexibility to guest parking needs during off hours or at the last minute. Residents can also apply for a guest pass for longer visits from our management company well in advance of the visit. Guests are always permitted without any notice to park on your private driveway if you have extra spaces.
 - a. Guest Passes must be arranged with management at least 14 days prior to when guest will arrive to allow for processing. Passes are typically mailed out to the owner of the unit requesting the pass. Guest passes are limited to seven consecutive days each and a homeowner may not be eligible for more than two guest passes per year. Visits eligible for guest passes must be at least five days in length. The resident shall provide the vehicle license plate information, make, and model of the vehicle along with any other information requested by the board or manager to issue a pass. Even with a guest pass, there is no guarantee of getting a guest parking spot, as guest parking spots are on a first come, first served basis. Guest passes are also subject to manager availability and discretion.
 - b. All guest parking is on a first come first served basis. There is no guarantee of a guest spot being available.
 - c. Guests parking overnight at any guest parking spot without proper registration or license plate, with ParkMobile or management guest pass, may be booted or towed at the owner's expense.
6. Owners with guests staying in Country Lake HOA for a period longer than 14 days in any calendar month shall notify the Board and receive written authorization from the Board or management company. The notice should include the names of all guests, ages, and length of stay, along with the registration information for any guest vehicles (make, model, license plate, registration). A vehicle belonging to a guest of an owner or renter that uses guest parking for longer than 14 days without proper notification and authorization will be booted and/or towed at the owner's expense. Guests staying longer than one month (30 calendar days) may be considered occupants and are subject to background checks and screening at their expense.
7. Residents (owners or renters) are not permitted to park in guest parking, except when doing construction or maintenance work on their driveway (re-sealing, enlarging, etc), or with prior permission from management. Residents parking in guest parking spots may be booted

and/or towed at their expense, regardless of whether they have paid any fees through ParkMobile.

Section 7 - Trash Collection

1. Garbage/recycling is collected on Monday. Garbage/ bulk/ yard waste is collected on Thursday.
2. ALL WASTE (trash cans/recyclable bins/bulk/yard waste/tree trimmings) can be put out at the end of the owner's driveway at 6:00 pm the night before collection. At all other times, trash cans, bins and bulk items should be stored on the owner's property out of view. Trash containers must be put away by 9:00 pm the day of collection.
3. Any bulk trash items must be left at the curb of the unit the items belonged to or were removed from. Do not dump trash, yard waste, appliances, furniture, or anything else at the ends of the streets, near the mailboxes, in the middle of streets, or on any grassy areas. Trash items on the sod kills the grass and is in the way of the landscapers. Trash items left near the mailboxes will prevent mail delivery. In the event of a violation of this Rule and Regulation, as determined by the board of directors, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.

Section 8 - Pets

1. General provisions and registration:
 - a. Nothing in this pet policy is intended to act in any way against requirements set forth by the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), or Florida Fair Housing Laws. Our governing documents stipulate that there is a maximum of two (2) pets allowed that can be any combination of cats or dogs.
 - b. Pet owners bear all legal and financial responsibility for any injuries their pets may cause a person or property anywhere within Country Lake. Owners shall bear all legal and financial responsibility for pets of guests or those that the owner is temporarily responsible for (e.g. if the owner pet sits for a friend).
 - c. All cats and dogs shall be registered with Country Lake. This can include vaccination records, photographs, or other material needed to identify an individual pet (including biological samples for identification of fecal matter).
2. Care and Maintenance of Pets:
 - a. Pets may only be walked on the exterior side of the Country Lake Circle. Pets are not allowed on the path around the lake, at the playground, or at the pool.
 - b. Pets are not to be chained or tied outside the units.
 - c. Pets shall be leashed at all times when outside. Should a pet break free of its owner while being walked with a leash and cause injury, damage, or become a nuisance, then a violation will be issued for failing to control the pet. Cats are not to roam free throughout Country Lake.
 - d. Animal feces must be picked up and placed in pet waste stations located throughout the community.
 - e. In the event of a violation of any rules above regarding the care and maintenance of pets (rules 2a, 2b, 2c, 2d), the Association shall issue one (1) warning notice.

Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.

3. Nuisance and dangerous pet issues:
 - a. No Owner or Occupant shall permit a pet to make an unreasonable amount of noise or to become a nuisance to others.
 - b. No pets or animals which constitute a nuisance to surrounding Owners/Residents, or which display aggressive tendencies towards people or other animals, shall be kept anywhere within Country Lake. Any victim of a pet bite from an Owner's pet shall have the remedies as set forth under Florida Statute 767.12, as may be amended from time to time.
 - c. Incidents wherein a dog attacks another dog or person in an unprovoked manner will result in an aggressive dog warning within Country Lake. Only one (1) warning will be given by the association for an aggressive dog. If there is more than one instance of such an attack, then the dog will be labeled as "dangerous" and a fine issued to the owner/tenant for the incident no matter how long after the first warning notice was issued, as is provided for under Florida Statutes Chapter 720, as may be amended from time to time. Additional action by the board may also be taken, depending on the circumstances and damage done.
 - d. In the event a pet is considered a nuisance or dangerous by the Board, the Board shall have the full right to require the removal of the pet from the Country Lake HOA Community and property where the pet is kept. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours. A determination by the Board that an animal or pet kept or harbored in a Dwelling Unit is a nuisance or a danger to people or other animals shall be conclusive and binding on all parties. The Unit Owner will bear the cost of any legal fees pertaining to any action required by the Association for the removal of any pet deemed a nuisance or dangerous, due to non-compliance of the Unit Owner.
4. Restricted breeds:
 - a. Grandfather Clause: Any restricted breeds that already reside within Country Lake prior to the passage of these rules (on 07/27/2023) are permitted to remain.
 - b. List of restricted breeds: Pit bulls, Doberman Pinschers, Wolf-hybrids, Rottweilers.

Section 9 – Common Area and Wildlife Rules

1. No swimming is allowed in the lake. Caution is urged when standing on the shore of the lake and off the paved path. **Alligators are native to Florida and there is always the possibility that one might temporarily inhabit the lake.** Small pets and children are especially vulnerable. Pets are not permitted to be on common property around the lake and parents should exercise caution and direct supervision of their children if around the lake edge.
2. Common green spaces are used by residents at their own risk.
 - a. **Florida is home to several different venomous snakes, spiders, mosquitos, and other potentially aggressive or dangerous wildlife, such as Alligators.** Residents should be aware that it is always possible you may encounter such wildlife.

- b. Dips, holes, limbs, roots, and other natural tripping hazards may be present throughout the common area property and green spaces. Exercise caution when moving across open spaces or green areas.
3. Pets are not allowed to be walked around the lake (see section 8).
4. The pool is open from sunrise to sunset and closed at night. Using the pool is at your own risk. By using the pool, residents and guests acknowledge that swimming is an inherently risky activity and there is the potential for drowning and other grievous injuries.
 - a. All posted pool rules should be followed.
 - b. Children under the age of 16 must be supervised in the pool at all times by an adult.
 - c. The pool is considered closed during any storm event.
 - d. Any trash or food items must be picked up and thrown away. Pool access fobs/cards registered to individual owners are used to track who enters the pool area along with cameras. In the event of a violation of this Rule and Regulation, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
5. Exercise equipment that is provided in the common areas and/or around the lake path can be used at your own risk. Equipment should not be used under wet and slippery conditions. Equipment should only be used as directed and any signs or notices should be followed.
6. The tennis and basketball courts are open from sunrise to sunset and can be used at your own risk.
 - a. Proper attire is required, such as tennis or athletic shoes. Swimwear and wet clothing is prohibited to prevent creating slippery conditions.
 - b. The courts are closed during rain and remain closed until the surfaces of the courts has completely dried.
 - c. No glass is allowed on the court.
 - d. Climbing fences is prohibited.
 - e. All players are responsible for clean up
 - f. Climbing on tennis nets or basketball headboards or nets is prohibited.
 - g. Pets are not allowed in the court areas
 - h. Obey any other posted signage
7. The lake path is intended to be used for foot traffic. Using the lake path is at your own risk. Caution should be exercised when using the lake path because bumps and dips may be present as a result of the natural weathering of the pavement or natural debris that may be present temporarily from storms or other activities. Temporary tripping hazards may be spraypainted yellow or white, or marked with cones, and it is incumbent upon those using the lake path to be vigilant and recognize such marked areas.
 - a. Motorized vehicles, including electric powered vehicles or scooters, are not permitted on the lake path.
 - b. Skates and skateboards are also not allowed on the lake path.
 - c. Bicycles are not permitted on the lake path. The only exception is for child bikes, ridden by children under the age of 12, with wheel sizes of 20 inches or smaller. Trick bikes, such as BMX bikes with smaller wheel sizes, are not permitted. Children riding bikes must wear helmets. Children learning to ride bikes must do so under the direct

supervision of an adult who assumes all risk associated with teaching a young child to ride a bike. Children learning to ride a bike must also wear knee and elbow pads.

- d. The board reserves the right to close the lake path to all but foot traffic.
 - e. Obey any posted signage
8. Feeding wildlife is prohibited throughout the Country Lake community (in common areas and on private lots). Wildlife may also not be indirectly fed by leaving food out for companion animals. Feeding wildlife encourages them to stay and increase in numbers to the point of posing hygiene, nuisance, and costly maintenance issues to the community. Feeding wildlife is especially problematic for invasive exotic species that are prolific breeders, such as the Egyptian geese, Muscovy ducks, and Green iguanas. Feeding these animals can attract them in large numbers to the community and create nuisances and hazards that can be costly to remedy. Small bird feeders and human-supplied water sources (e.g. bird baths) for native passerine birds (song birds) will be kept clean, so that disease is not transmitted and wildlife other than song birds are not indirectly fed. Bird feeders should be hung, so as to not be accessible to wildlife besides song birds when food is out. In the event of a violation of this Rule and Regulation, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
 9. Damage to the front gate by an owner, tenant, or guest of an owner shall result in a minimum of \$400 fine for damage assessed to the unit responsible for the damage per incident. Any fees for repairing structures or service call fees will be added to the fine as a speak/special assessment. Owners are responsible for damages caused by tenants or guests under Florida Statute 720 and our covenants.
 10. Using the playground is at your own risk. All children under the age of 10 should be supervised by an adult when using any playground equipment. Children over the age of 14 should not be on the playground structures, as they might cause damage to the equipment. The playground should not be used when storm conditions are present, or after a storm when the equipment is wet. Adhere to any additional posted playground rules or instructions.
 11. Fireworks – Fireworks that produce effects and combust at or above eight feet in height are only permitted in the common area by the playground and pool area. Fireworks pose an inherent risk to each of the buildings and are not permitted within 50 feet of a residence. Any individuals using fireworks where subsequent property damage results to a private residence or common property will be liable for that damage (regardless of whether those fireworks were launched from private or common property). All state laws regarding fireworks will be adhered to. Handheld sparklers may be used in other areas of Country Lake by adults or under direct adult supervision in the case of children. In the event of a violation of this Rule and Regulation, as determined by the board of directors, the Association shall issue one (1) warning notice. Thereafter, no matter how long after the warning notice was issued, the Association will fine an Owner and/or their Tenant as is provided for under Florida Statutes Chapter 720, as may be amended from time to time.
 12. Residents are prohibited from erecting bounce houses or other similar inflatable play areas on any common area property throughout Country Lake HOA.
 13. Residents may engage in social activities and events on common property (birthday parties, etc), but must clean up any trash and unsightliness that exists after the event. Notice must be

given to management of any such plans with contact information and the unit organizing the event. Any excess cleaning services needed, or damage fixed by the association will be billed to the owner of the unit. Residents are responsible for any and all damage to community property per the covenants and Florida Statute section 720, as amended from time to time.

14. Dumping or disposing of any material or waste (including chemical waste) into the lake or canal is not allowed.
15. Roads are maintained for vehicular use. Use of roadways for recreational activities, such as biking, jogging, walking or other activity is at your own risk.

Section 10 - Miscellaneous Rules

1. Signs and Advertisements are not permitted on individual unit lots. Examples include for sale signs, posted business hours, for rent signs, or any advertisements.
2. Noise- Excessive noise should not be made during the quiet hours between 10p and 8am. Noise nuisances include vehicle sounds.
3. Holiday decorations and lights must be removed 30 days after the holiday and may not be put up more than 30 days in advance of the holiday.
4. Hurricane shutters/panels and wooden boards must be removed within two weeks after the warning or state of emergency is lifted for our area, whichever is later. Under no circumstances may shutters be installed over windows and doors for the entire hurricane season or simply because the residents are away for an extended period during the hurricane season. It is a fire hazard.
5. Commercial activities are restricted in Country Lake per the governing documents that each owner agreed to when moving in, as the development is residential. Although many jobs involve working from home, any sort of commercial or employment/job-related activity that disrupts neighbors, creates unsightly conditions, involves routinely parking client or business-related vehicles on the street, or any other nuisance causing activities, is not allowed to be carried out. Guest parking shall not be used to house any client vehicles, personal vehicles, or additional vehicles used for commercial purposes.
6. All Owners, their guests and invitees, shall provide access to any cable, satellite, and utility providers seeking to maintain, replace and/or upgrade any of their cables, lines, utility services or any other conduits running through an Owner's Unit. It is hereby recognized and acknowledged that the upgrade of said cables, lines and other utility services not only provides for better services, but may also reduce the costs to provide said services to the entire Association, therefore necessitating enforcement action. Prior to facilitating any enforcement, the Association will ensure that the cable/utility company shall provide the Owner(s) with advanced notice prior to gaining access to a Unit to provide maintenance, repair or replacement of any utilities within the Owner's Unit. However, upon doing so, Owner must allow access to their Unit during regular business hours. In the event they do not, then the Association shall have the right to fine Owner for failure to grant access, as permitted under the law, as well as take all legal action to compel compliance, as provided for under Florida Law. Moreover, the Association, as the prevailing party in such action, shall be entitled to recover its costs and reasonable attorney's fees.
7. Maintenance Fees are due on the first of the month and are late as of the 10th. Late payments will be assessed late fees and do not require an appearance before the Grievance Committee.

Section 11 - Renting units, leases, and tenants

1. Eligibility for leasing and general policy

- a. An Owner may lease only his entire Unit, and then only in accordance with the rules and regulations, after receiving approval by the Board or Directors, or its designated subcommittee, as provided for in this Section 11. Reference to "Rentals" in this Section 11 shall also include Leasing. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in Section 11 as a "Transfer". In the interest of protecting homeowners and their families, preserving property values, and enhancing the quality of life within the community, this Section 11 shall govern rental agreements between Owners and Tenants of homes within the Country Lake Homeowners Association, Inc. of Palm Beach County. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).
- b. Prior to submitting any request to lease a Unit, Owner must have resided in the Unit for a continuous period of two (2) years, notwithstanding vacations, hospitalization, and any other similar short-term time period outside of the residence, subject to documentation by the Board of Directors should the same be deemed excessive. In the event of a purchase by a Trust, then the Trustee listed 3 months prior to the purchase shall be the person obligated to stay the two-year term prior to renting the Unit. In the event of a purchase by any corporate entity, then the managing member, president or other designee of the entity as set forth three months prior to purchase, shall be the person obligated to reside in the Unit for the two-year period prior to renting. The Board shall have the sole discretion to waive this leasing restriction prior to the expiration of the two year (24 month) ownership period in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner. Owners already registered with Country Lake prior to the passage of this update (07/27/2023) are exempt from this requirement to grandfather existing owners and rentals.
- c. There shall be no subletting, partial rental or any type of individual room(s) rented.
- d. Prior written approval from the Board of Directors is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any Owner renting their Unit, or entering into a rental agreement, prior to obtaining a written approval from the Board of Directors, shall be subject to a Fine as provided under Florida law, Chapter 720, as may be amended from time to time and provided herein. Furthermore, at the sole discretion of the Board of Directors, any Owner violating the Association's rental provision, Section 11, as may be amended from time to time, may be subject to legal proceedings to enforce these provisions, requirements and obligations set forth herein, with the prevailing party in such action entitled to recover their costs and reasonable attorney's fees in any and all legal proceedings, including all appeals.

2. Procedures

- a. Notice by owner (application): An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other

information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval. The Board of Directors may obtain a criminal background check and credit check on prospective lessees and has the power to promulgate new rules and regulations regarding tenant screening standards and fees from time to time.

- b. Application processing and approval: After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the thirty day mark falls on a weekend or holiday, then the deadline shall be the next business day. If the Board or its designee neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- c. Disapproval: A proposed Transfer shall be disapproved only if a majority of the whole Board or Subcommittee so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny tenants on the basis of criminal background checks and/or credit checks. The Board or its designee shall analyze criminal background checks based on a case by case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening tenants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
 - i. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
 - ii. The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail, as pursuant to current HUD guidelines;
 - iii. The prospective lessee or other intended occupants have been arrested and/or charged with a crime, as pursuant to current HUD guidelines;
 - iv. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
 - v. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
 - vi. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association.
 - vii. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - viii. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association;

- ix. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid;
 - x. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors;
 - xi. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure, bad debts, and/or owing money at any time to the Association which resulted in legal action attorney's fees, collections or foreclosure action by the Association.
 - xii. The owner has failed to cure violation(s) and/or has not paid any fines resulting from violations of the rules and regulations or covenants.
- d. Failure by Owner to Give Notice to Obtain Approval: If proper notice is not given, the Board at its election may approve or disapprove the lease.
- e. Transfer Fee: The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 11; in the amount not to exceed the maximum allowed by applicable law as amended from time to time.
- f. Transfer renewal: Any renewal of a lease is subject to approval by The Board of Directors or its designee. The board may request a new criminal background checks and/or credit checks prior to the renewal of a lease. If new checks are deemed necessary, the Association shall perform background checks on all tenants over the age of 18 at the time of renewal and the tenant shall be responsible for said transfer or processing fees and any background fees. All conditions for disapproval will apply (subsection 2C).
- g. Frequency and Minimum Term of Leasing: No Dwelling Unit may be subject to more than one (1) lease in any twelve (12) month period, and all leases must be for a minimum of six (6) months. If a Tenant who has signed a lease, defaults on the lease or abandons the Unit before the expiration of the lease term, the Board shall have the right to allow the Owner to find a replacement Tenant at the Board's discretion. However, if the Replacement Tenant defaults or abandons the Unit, or if the term of the replacement Lease expires before the expiration of twelve (12) months after the date of the original lease, the owner may be subject to a prohibition to lease the unit in the following year.
3. Contents in Lease Agreement: Every lease as of the adoption of these rules, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:
- a. Owner and Tenant acknowledge that they are aware that the Tenant and Owner are bound by and must comply with the terms and conditions of the Association's recorded Covenants and any rules and regulations.
 - b. Owner and Tenant acknowledge that they are aware that the Tenant and Owner are bound by and must comply with Chapter 720 of the Florida Statutes.
 - c. Owner and Tenant acknowledge that they are aware that the Tenant and Owner are jointly and severally obligated under the Documents and Chapter 720, Florida Statutes

for all violations, damages, and actions to enforce any and all Tenant violations to the Association.

- d. Owner and Tenant acknowledge that they are aware that the Tenant and Owner are jointly and severally obligated for all costs and reasonable attorney's fees to the Association in prevailing on any enforcement claim or violations as provided under the Association's Covenants and Florida Law.
- e. Owner and tenant acknowledge that under Florida law in the event that the owner fails to pay the Association assessments, the Association can demand that the tenant pay set assessments until paid in full, and in the event they failed to pay them, evict the tenant under chapter 83 and chapter 720 of the Florida statutes.
- f. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Association Documents and reasonable Rules and Regulations, as amended from time to time. In the event that any tenant(s) of any Unit is in violation of any provision contained in the Association's governing documents, or any laws or ordinances, the Association shall have the right to evict the tenant(s) as if the Association were the landlord under such lease and levy an Individual Assessment against the Owner and Unit. In the event that the Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as an Individual Assessment and shall be a lien upon the Owner's Unit.
- g. Owner and tenant acknowledge that only the person(s) on the lease is permitted to reside in the community and that there shall be no subletting of property or any conveyance of property including leasing, without the specific written authorization of the Board of Directors after receiving a proper application for the same.

Section 12 - Violation Enforcement Process

1. Residents will receive a violation letter to correct a violation within the prescribed time indicated in the letter. If the violation is not corrected and reported as such, the Board of Directors will/may issue a fine of \$100.00 per day, up to \$1,000.00 per violation, as is provided for under Florida Statutes Chapter 720, as may be amended from time to time. Residents will be notified of the fine and have an opportunity to attend a Grievance Committee Meeting, at which time, the resident can present cause as to why the fine should be waived. Residents will be notified, usually within 10 days, regarding the results of the Grievance Committee Meeting.
2. Failure to appear before the Grievance Committee results in an automatic fine and continuing fines until the violation has been corrected. All fines are due within 5 days of date of the fine notification letter. Unpaid fines may result in the owner's account being sent to the HOA's attorney for collections. The homeowner will be responsible for any legal fees resulting from this process.
3. Owners are responsible for updating all their contact information with the current management company, including email and mailing addresses for where they want correspondence sent regarding rule violations. A failure to update contact information does not reduce or eliminate the responsibility of owners to address violations or their liability for any fines, costs, or attorney's fees incurred for any enforcement action. The Association's sole

obligation is to notify the Owner(s) at their last address provided to the Association's Board and/or Management company, in writing.

4. All rules and regulations shall be interpreted by the board of directors in their sole discretion. For any enforcement of these rules and regulations under Florida law and these covenants, the prevailing party shall be entitled to recover its costs and attorney's fees.
5. Any part, provision, representation of these rules and regulations which is prohibited subsequent to its passage or update, by change in Florida Statute or other reason, or which is held to be void or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Paint Scheme Color Details:

Our community is painted with Benjamin Moore Paints purchased through Regal Paint Centers, which is an authorized Benjamin Moore distributor. Residents may purchase paint through Regal Paint Centers for a discount, which has all our color information on file.

Nearest store at this time: 335 East Linton Blvd, Delray Beach, FL 33483

Our account number: 519422

Account is under the name: Country Lake HOA and tied to management’s phone number

The following paint details are on file with Regal Paints:

Doors and Trim color: OC-17

<u>HP25 – 1X (Gallon)- door paint</u>		
Y3	0x	3.000
S2	0x	16.00

<u>N448 – 1X (Gallon)- trim paint</u>		
Y3	0x	4.000
S2	0x	21.00

Fences: HC-185

<u>N455 – 4X (Gallon)</u>		
Y3	0x	28.000
S1	8x	21.000
R3	4x	6.0000

Building colors:

Color 976 – Coastal Fog

<u>N447 – 1X (Gallon)</u>		
Y3	1x	8.0000
S1	0x	17.000
R1	0x	7.0000

Color 944 – Albandy White

<u>N447 – 1X (Gallon)</u>		
Y3	0x	12.50
S2	1x	4.500
Y1	0x	2.000

Color 860 – Apparition

<u>N447 – 1X (Gallon)</u>		
Y3	0x	14.000
S1	0x	15.000
R3	0x	2.5000

Color 991- 25% lighter (standard option)

<u>N455 – 2X (Gallon)</u>		
Y3	0x	29.4625
S1	1x	27.8125
W1	0x	10.0000
R3	0x	10.5625

Color AF-55 – Sonnet

<u>N447 – 1X (Gallon)</u>		
Y3	0x	12.500
S1	0x	3.5000
M1	0x	2.5000

Color 1627- 33% lighter – N Blue 2 (custom blue color based on 1627) (most blue buildings)

<u>N447 – 1X (Gallon)</u>		
S1	0x	25.370
W1	0x	31.750
M1	0x	1.6250
B1	0x	4.5625

Color 1627- 25% lighter – Manor Blue at 25% lighter as a standard option (pool house and 5165 Tennis Ln building)

<u>N447 – 1X (Gallon)</u>		
S1	1x	5.2500
W1	0x	19.250
M1	0x	2.2500
B1	0x	6.7500

Agreement to Abide by Country Lake HOA Rules and Regulations



Country Lake HOA

Common style guidelines are crucial to maintaining and/or increasing property values within Country Lake. Each of our 249 homes affect one another, therefore, each and every homeowner must comply with the necessary rules, restrictions and standards. By signing below, I acknowledge that I will abide by the above rules and regulations, as well as those included in the Governing Documents for Country Lake Homeowner's Association.

The occupant signing this acknowledgement is an:

____ Owner ____ Renter

Unit Address: _____, Delray Beach, FL 33484

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date