

## **COUNTRY CHASE RESIDENTIAL HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS**

The pages that follow, outline the Rules and Regulations for Country Chase Residential Homeowners' Association, a Deed Restricted Community, and were established to provide rules for community living and the use of the common areas.

These Rules and Regulations derive their authority from the Declaration of Covenants, Conditions and Restrictions of Country Chase Residential. Copies of the Association's governing documents are available from management. Members must always be aware of and refer to the restrictions contained in the Association's governing documents.

The Board of Directors shall have the right from time to time to amend these Rules and Regulations and to and promulgate such additional Rules and Regulations as shall be necessary to provide for the health, welfare and safety of the owners residing in the subdivision. Should any rule or regulation herein conflict with the Declaration of Covenants, Conditions and Restrictions, the Declaration of Condominium shall govern.

### **NUISANCES AND CONDUCT**

**5.5** *No unlawful or immoral use shall be made of any Lot or any part thereof, and no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring Lot or to the Subdivision.*

In accordance with Section 5.5, **LAWFUL CONDUCT**, of the Declaration, Covenants and Conditions, the following rules and regulations shall be adhered to:

**QUIET TIME** shall be observed between the hours of 9:00 p.m. and 9:00 a.m. All outdoor activities should be brought indoors after 9:00 p.m. Commercial lawn care may commence at 8:00 a.m. on weekdays and not prior to 9:00 a.m. on weekends.

**DISTURBING NOISES.** No owner, renter, guest or other person, may make any disturbing noises on their property or on common elements that interfere with the peaceful enjoyment of others in the community or that can be heard in neighboring homes or any other home in the community. This includes, but is not limited to, radios, stereos, televisions, and car radios, or otherwise creating loud or disruptive noises. Ear buds for outdoor music and televisions should be used.

Owners, renters and guests shall take note of the close proximity of their patios and outdoor areas with respect to the location of their neighbor's windows/home. They shall conduct themselves in a way that prevents noise and disruptions from traveling inside of neighboring or other homes. Noise or disruptions should never wake up anyone or prevent them from conducting business from home, or otherwise from living peacefully in their home. Owners, renters and guests need to be aware that different people have different work schedules and respect for their quiet enjoyment of life and various sleep patterns as a whole must be exercised at all times.

Computer conferences and speaker phones should not be conducted outdoors.

**MUSICAL INSTRUMENTS.** Musical bands are not allowed at any time inside or outside of the home. Individual musical instruments are not allowed at any time outside of the home. Indoor musical instruments shall not be able to be heard outside of the home or in neighboring or nearby homes at any time. If anyone residing in the community reports a complaint regarding noise levels of musical instruments coming from inside of the home, that action must permanently cease.

**GARBAGE DISPOSAL.** All trash cans must be stored in the garage or out of sight from neighboring property or from street view. No trash cans are allowed to be stored in rear yards of lakefront property. Trash cans shall be placed at the end of the driveway, shall not extend into or obstruct the roadway in any manner, and shall not inhibit mail delivery. Trash cans should not be placed outside for pick-up any earlier than 6:00 p.m. the night before pickup. After pickup, trash cans shall be returned to storage on that same day.

**GUESTS AND TENANTS.** Owners shall be fully responsible for the conduct of their guests and tenants at all times. Owners are discouraged from allowing large gatherings as to the noise and disruption that can be created and keeping in mind that parking is limited in the community. Owners should be mindful that outdoor gatherings can create an increase in noise levels, which should not interfere with the peaceful enjoyment of others in the community. Owners should limit the number of guests and events so noise levels can be kept from disrupting others. If the noise levels become a nuisance or disruption to any home in the community, the Owners will be asked to permanently cease the activity that is causing the disruption. Respect for the neighboring property and community must be given at all times.

**LAWFUL CONDUCT.** No immoral, improper, offensive, or unlawful use shall be made of any Lot or other improvements. All laws shall be strictly followed and any unlawful activities shall be reported to the local law enforcement department when observed. Any conduct on a lot or in the community requiring police intervention shall be presumed a nuisance and a violation of this provision.

**PARKING.** *Pursuant to the Declaration of Covenants, Conditions and Restrictions, the following rules shall apply to parking within the community:*

- a. Regular parking in the road right-of-way is strictly prohibited. All vehicles shall be parked in a garage or driveway. Garage parking is highly encouraged to avoid excessive cars outside of the home. Parking in the road right-of-way is only permitted for temporary guests when parking is not available in the driveway.
- b. Vehicles parked in driveways shall be pulled up as close to the garage as possible.
- c. No vehicles of any kind shall be allowed to be parked in driveways where the vehicle extends out into the street at any time.
- d. Lots which share the apron portion of driveways (which areas have been dedicated to the county for public use) shall not allow vehicles to be parked in the apron at any time as this restricts ingress and egress to neighboring lots and impedes access to mailboxes.

- e. No vehicle shall be parked in front of mailboxes or restrict access to any mailbox at any time.
- f. No vehicle shall be parked within fifteen feet of any fire hydrant.
- g. Residents and guests shall not park any vehicle in the street directly across from another vehicle at any time. This restricts the normal flow of traffic and prohibits emergency vehicles from necessary access.

**Parking violations shall subject the owner of the dwelling to the imposition of fines and other sanctions pursuant to Florida law.**

### **ANIMALS**

***5.1 ANIMALS. No livestock or poultry of any kind shall be placed, kept or maintained on any Lot or part of the Subdivision, except that Lot Owners may keep usual house pets, provided that they do not become a nuisance or an annoyance to the neighborhood and provided that they are not kept, bred or maintained for any commercial purposes. All Pets shall be leashed when outside of the house. For purposes hereof, "house Pets" shall mean dogs, cats, domestic birds and fish only, unless approved by the Board.***

In accordance with Section 5.1, ANIMALS, of the Declaration, Covenants and Conditions, the following rules and regulations shall be adhered to:

No resident shall own or possess a "dangerous animal" as defined herein, within the boundaries of the community.

For the purposes of this section, the following definitions apply:

A "Dangerous Animal" is any animal that:

- a. Has bitten, inflicted injury on, or killed a human being or domestic animal without provocation.
- b. Has been previously classified as a "potentially dangerous animal" and, subsequent to such classification, the animal aggressively bites, attacks, or endangers the safety of humans or other domestic animals.
- c. Has been previously classified as a "potentially dangerous animal" and has not, at all times subsequent to such classification, been held either within physical confines of a fence or structure which is appropriately designed to prevent the animal from escaping the enclosed area, or on a visible leash which is being held by a competent adult.
- d. Has been previously classified as a "potentially dangerous animal", and has subsequent to that classification, tormented or caused concern for the safety of persons or domestic animals.
- e. Has been previously classified as a "potentially dangerous animal", and has, subsequent to that classification, demonstrated a propensity, tendency, or disposition to attack, unprovoked, to cause injury or otherwise to threaten the safety of humans or domestic animals.

- f. The above notwithstanding, an animal shall not be declared "dangerous" if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal, or was tormenting, abusing, or assaulting the animal or, has in the past, been observed or reported to have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime.

A "Potentially Dangerous Animal" means any animal that:

- a. Is an American Pit Bull Terrier, American Staffordshire Bull Terrier, Rottweiler, German Shepherd, Wolf Dog Hybrid (or mixed breeds of any of the foregoing), or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
- b. Has chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or has a known propensity, tendency, or disposition to attack, or has caused injury or otherwise threatened the safety of humans or domestic animals, and the owner has been notified by the Association that the dog has been classified as potentially dangerous.
- c. The above notwithstanding, a dog shall not be declared a potentially dangerous dog if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or , has in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

No dog or any other animal allowed under Section 5.1 of the CCR's shall pose a nuisance or annoyance at any time to neighboring lots or others in the community.

Dogs shall be supervised at all times while outside of the home. Dogs shall not be allowed to remain outdoors while owners are absent from the home. Pet doors are forbidden on primary home structures per the ARC Guidelines. All barking must be immediately curtailed. On fenced lots, pets shall be permanently kept away from the sides of other homes so that any barking will not cause a direct impact on the neighboring property. **In any event, measures must be taken to prevent barking from commencing.** If a dog has a tendency to bark disruptively, or if the owners have been warned that the dog is causing a disturbance, owners shall leash their dogs in yards to keep their behavior under control. Animals shall not be permitted to enter upon the private property of any other lot and shall be curbed to the street side of the sidewalk.

Pet owners shall curtail barking from within their own homes as barking can be heard in neighboring homes and beyond. When owners are absent from the home, careful measures must be taken to keep pets in an area of the home that will not permit barking to be heard in neighboring homes.

All animals shall be kept on a *on a visible hand-held and non-retractable* leash (of not more than 6ft in length) at all times while outside of the home and/or fence lines. All animals shall be controlled in such a manner as to not permit any contact with other residents (or animals) and to prevent incidents where other residents may be in fear of being attacked by an animal.

All waste must be immediately removed by the handler, including the animal owner's private property. Failure to pick up and properly and promptly dispose of animal waste shall be evidence that such animal is causing an unreasonable disturbance or annoyance hereunder.

Any dangerous animal, or any animal causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board. The Board's decision that an animal is dangerous, constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the violation and an opportunity to cure same.

#### **RESIDENTIAL LOTS**

**4.1 RESIDENTIAL LOTS.** *All Lots in Country Chase shall be known and described as Residential Lots and shall be used solely for Single-Family Residential purposes....*

In accordance with Section 4.1, RESIDENTIAL LOTS, of the Declaration, Covenants and Conditions, the following Rules and Regulations shall be adhered to:

**RESIDENTIAL USE.** All Lots shall be used for Residential Use only, and no Foster Care Homes, Day Care Homes, Pet Care Homes or Community Residential Homes are permitted.

**TRADE, BUSINESS OR COMMERCIAL ACTIVITY.** No trade, business, commercial activity or profession may be conducted in, on, or from any Lot. The foregoing does not prohibit a "home office" within a Residential Unit, provided that: (a) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

**TRANSIENT RENTALS.** No AIRBNB or other rental activity, which creates a transient rental, is allowed.

### HOMEOWNER ASSOCIATION BUSINESS

Owners, Tenants and Guests must not interfere with official HOA business, including, but without limitation, the following:

- Obstructing the ability of the Board of Directors or Property Manager of the Association to exercise its powers and duties;
- Harassing Board Members, including calling them on the phone or coming to their home without specifically being invited;
- Interfering with or disrupting the Board Member election process;
- Attempting to direct or assert control over the Association's agents, employees, or any contractors providing services to the Association

IN WITNESS WHEREOF, the Board of Directors has adopted the Rules and Regulations at a duly called, noticed and convened meeting held this 15 day of September, 2020, and shall become effective immediately.

Pat Cracholo

(Signature of Witness #1)

PAT CRACHOLO -

(Printed Name of Witness #1)

Grace Geelen

(Signature of Witness #2)

Grace Geelen

(Printed Name of Witness #2)

COUNTRY CHASE RESIDENTIAL  
HOMEOWNERS ASSOCIATION, INC.

By:

Victor Albino

(Signature)

Victor Albino Board of director

(Printed Name and Title)

(PRES)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH ) )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of SEPTEMBER, 2020, by VICTOR ALBINO as PRESIDENT of Country Chase Residential Homeowners Association, Inc., on behalf of the corporation, and ☒ is personally known to me or ☐ has produced as identification.

My Commission Expires:

Diana K. Savasta  
NOTARY PUBLIC - State of Florida at Large

