

IMPERIAL LAKES COMMUNITY SERVICES ASSOCIATION II INC.(ICSA2I)

dba Country Club Estates

Covenants, Conditions, & Restrictions (CCR)

Violations and Enforcement

Effective December 2, 1975

Reaffirmation approved by DEO July 2, 2021

Filed and recorded by Polk County Clerk of the Court July 13, 2021

In accordance with our Covenants, Conditions and Restrictions, the following outline violations to be enforced by the Board of Directors or any Owner, to ensure the safety, happiness and enjoyment of all residents. Being good neighbors and caring for our property makes our community safe, secure and allows for every resident to enjoy their home. Please treat your neighbors and our neighborhood with respect and afford everyone a peaceful, happy place to call home. Please use common courtesy and sense. The primary obligation of a director is to ensure that the community is abiding by the governing documents of the community along with complying with all relevant federal, state and local laws. The Board of Directors does not want to penalize but are required to secure a happy homelife for everyone.

1. CCR Article II: All owners have the right and easement of enjoyment in and to the Common Areas and to access easements described in Exhibit B, which shall pass with the title to every Lot, subject to the following superior rights:
 - a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Areas (no roadway or access easement shall be construed to be a "recreational facility");
 - b. The right of the Association to suspend the voting rights and the right to the use of any recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.
 - c. The right of the Association to dedicate or transfer all or any part of the Common Areas to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded in the public records of Polk County, Florida.
 - d. Every Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the member of his family, his tenants, or contract purchasers who reside upon such Owner's lot.
2. CCR Article IV, Section 1: The Declarant, for each Lot, owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall

also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

3. CCR Article IV, Section 9: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at Law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot or Lots. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Ares or abandonment of his lot.
4. CCR Article IV, Section 13: In the event an Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 2/3 vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject.
5. CCR Article V: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Fences which tend to spoil the view from the adjoining golf course or of the golf course from any lot within the Properties are to be discouraged. In event said Board, or is designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. No owner or other party shall undertake any of the above actions unless and until the requisite approval has been received or the thirty (30) days has passed since the submission of the plans.
6. CCR Article VI Section 2: Each lot shall be used for single family, private residence, and no more than one (1) residence shall be located on any one lot. The definition of a single family for this purpose shall be a group of one or more persons related by blood, marriage, or adoption, along with domestic servants or a group of one or more persons, (not to exceed three (3) in number) not so related, together with their domestic servants, who maintain a common household. Nothing contained herein shall restrict an Owner's right to lease such residence for residential purposes.
7. CCR Article VI Section 3: Each residence shall have a garage which shall be constructed and maintained so as to be suitable for storage of two (2) or more automobiles.
8. CCR Article VI Section 4: All motorized vehicles shall carry a current year's license tag registration and be maintained in proper operating condition as so not to be a nuisance by noise, exhaust, emissions, or otherwise. All motor vehicles, including but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies shall only be driven upon paved streets; no motor vehicles shall be driven on pathways or upon unpaved areas (except that golf carts may be used upon golf courses and on pathways so designated by the Board).

9. CCR Article VI Section 6: Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of other vehicles and recreational equipment shall be in garages, or in areas designated by Board for such parking and in accordance guidelines established by the Board. Such guidelines may exempt the Declarant or builders and construction personnel from this provision. No buses, tractor trailers, semi-trucks shall be parked on the properties except for delivery purposes. Except for emergency repairs, no owner of a lot shall repair or restore any vehicle, boat, Or trailer upon any portion of the Properties except in those areas which may be designated by the Board for such purposes.
10. CCR Article VI Section 7: No livestock or poultry of any kind shall be raised, bred or kept on any Lot except, dogs, cats and other generally recognized household pets may be kept, provided they are reasonable in number and provided further that they are not maintained or bred for commercial purposes and the proper restraint and control are used in the keeping of them.
11. CCR Article Vi Section 8: No outdoor clotheslines or other outdoor clothes drying apparatus shall be permitted on any lot, except as approved in writing by the Board.
12. CCR Article VI, Section 9: Storage, collection and disposal of trash shall be in compliance with the rules set from time to time by Board.
13. CCR Article VI Section 10: Exterior television or other antennae are prohibited, except as approved in writing by the Board. (NOTE: However, in 1996, a federal FCC ruling requires satellite dishes to be allowed to expand competition with the cable industry. If you choose to install a satellite dish, please notify the Board. No approval is required.)
14. CCR Article VI Section 11: No signs of any type shall be displayed to public view on the Properties or any portion thereof without prior written consent of the Board, except signs advertising the Lots for sale or rent which shall not exceed five (5) square feet in size.
15. CCR Article Section 12: No live trees with diameters in excess of six (6) inches, measured twelve (12) inches above ground, and no trees in excess of three (3) inches, similarly measured, which are generally known as flowering trees (such as dogwood or redbud, or as broadleaf evergreens), may be cut without the prior written approval of the Board. The Board shall set rules for cutting of such trees to allow for selective clearing or cutting. Approval of residential plans and specifications pursuant to the terms of Article V hereof shall constitute approval for the removal of trees from that part of a Lot's surface on which the residence is to be located.
16. CCR Article VI Section 14: All public and private transmission and services wiring for electrical, gas, telephone and cable television communication services and service lines must be installed and buried underground, where permitted, in accordance with applicable codes that may be imposed.
17. CCR Article VI Section 15: No wells for the supply of water shall be located, constructed, or used within the area covered by these restrictions other than those for the sole purpose of lawn watering and irrigation.
18. CCR Article VI Section 17: Ingress and egress for vehicular traffic from the street curb to any Lot shall be by concrete apron from the street curb to the lot line. All portions of any lot facing the street shall be bound by a concrete sidewalk four (4) feet wide and four (4) inches deep, located adjacent to the lot line and within the street right of way. Said sidewalk and apron shall be constructed at the time of construction of the residence,

19. CCR Article VI Section 18: An Owner, his family, and lessees, shall not do or keep and shall not cause anything to be done or kept on his lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or the Association or among other Owners by unreasonable noises, odors, or otherwise; nor shall any Owner, his family, lessees commit or permit any nuisance, immoral or illegal act within the Properties.
20. CCR Article VII Section 1: The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The party enforcing same shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
21. In accordance with Polk County Ordinance Division 2 – Noise Control Section 10.5-42 through 10.5-47, no noise disturbance between the hours of 9 pm and 6 am. Noise disturbance means any sound which can be injurious to human or animal, duration that unreasonably interferes with the comfortable enjoyment of life, property or conduct of business, that such duration volume or intensity as to alarm, disturb or annoy reasonable people or is unreasonably loud, raucous, jarring, disturbing, or a nuisance. Be kind to you neighbors and keep noise level appropriate to a family neighborhood.
22. If the Association of Board of Directors identify a violation is incurring or has occurred under the CCRs, first a reminder notice will be sent to Owner stating the provision that is in violation allowing for seven (7) days to correct. Any extension may be requested by Owner and the Board may grant the extension if a good reason is submitted. Second, if correction is not made within the prescribed time period, a written notice of violation will be sent to the Owner for correction with a specified time period to correct. If correction is still not made within the specified time period, the Board will bring legal action in accordance CCR Article VI Section 1 and all costs and fees will be charged to the non-compliant Owner.