



RULES AND REGULATIONS

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RULES AND REGULATIONS

COOPERATION BY ALL MEMBERS IS IMPORTANT TOWARD MAINTAINING A HEALTHY, FRIENDLY ATMOSPHERE IN THE USE AND ENJOYMENT OF THE LAKE, BEACH, PICNIC, AND OTHER RECREATION AREAS. SUGGESTIONS FOR CHANGES TO THE RULES SHOULD BE BROUGHT BEFORE THE COUNTRYSIDE LAKE ASSOCIATION BOARD OF DIRECTORS AT ANY OF ITS MEETINGS.

The property deed Agreement Creating Countryside Lake Association (“Declaration”) and the By-Laws of the Countryside Lake Association (the “Association” or “CLA”) describe privileges and restrictions that are available to and govern property owners within the Association. Under the authority of the CLA Board of Directors (the “Board”), however, it is necessary to adopt more specific regulations to clarify what is expected of the members and their guests. Any questions or concerns regarding these Rules and Relations should be brought to the Board’s attention for clarification and understanding.

The following list of rules is not all inclusive. Situations may arise that require the enactment of additional rules. It is therefore recommended that any questionable activity be brought to the Board for its approval. It will be the Board’s position to make any new rule retroactive to the action/situation that required the creation of the rule.

Failure to abide by these rules, regulations, and procedures exposes the property owner to fines, liens, all costs associated with correction of the violation, and possible loss of membership privileges as directed by the Board.

I. MEMBERS’ PRIVILEGES

Members who are not delinquent in the payment of annual dues and other assessments are entitled to the use of the lake, beach, picnic, tennis court, boat docks and racks, trail easements, and other recreational areas within CLA. These privileges are extended to members of the immediate family who live in the same household. Immediate family members who no longer reside at home must carry a Guest Pass with them or display a Guest Pass on the dashboard of their vehicle parked on CLA property.

II. GUEST PRIVILEGES

Upon payment of annual dues and other assessments, each member receives one Guest Pass dated for the current year, which may be used to extend the member’s privileges to a guest.

1. Use of CLA facilities by a non-member without a Guest Pass is prohibited.
2. A non-member not carrying a current Guest Pass or not displaying a current Guest Pass on any vehicle will be removed from CLA property.

III. VEHICLES

Each year, upon payment of Association dues and vehicle identification, members are provided a unique sticker for each member-owned vehicle. Each sticker is assigned to a specific vehicle and must be affixed to the lower-left corner of the driver's-side windshield. Guest cars are identified by placement of a Guest Pass face up on the dashboard of the vehicle.

1. Any vehicle change must be provided to the Association in a timely manner to receive a new vehicle sticker.
2. Vehicles on CLA property either failing to display a CLA sticker affixed to the windshield or vehicles failing to display a Guest Pass on the dashboard are subject to being towed from the Countryside Lake area at the owner's expense.
3. Only recreational vehicles are allowed on the frozen lake. This allowance is at member's own risk and subject to DNR requirements.
4. Only private passenger vehicles are allowed on member property outside of the garage. Non-compliance will result in a violation.
5. Temporary storage of recreational vehicles, campers and trailers is not allowed on member property outside of the garage beyond 14 consecutive days and limited to 21 calendar days per year. Non-compliance will result in a Notice of Violation, and continued Violations until removed.
6. Commercial vehicles must not be clearly visible from the street. Non-compliance will result in a violation until removed.

IV. BOATS

Only boats owned by a member in good standing are allowed on the lake. Guest boats of any type are not permitted on the lake.

A. Registration

1. Boats must carry a CLA registration number and two (2) Countryside Lake stickers supplied by the Association. The stickers should be displayed on each side of the boat along with the CLA number.
2. The State of Illinois requires watercraft on Countryside Lake to display current DNR watercraft decals and registration numbers. All CLA residents and their guests must abide by current State of Illinois laws for watercraft.
3. Unidentified and unregistered boats will be removed from the lake and shore area.

B. Boat Types and Motors

1. Boat types allowed to be registered for use on, under or over Countryside Lake are: pontoon boats (i.e. those having pontoons; not a “V”-shaped deck boat), the Escape “Cruz” electric-motor pontoon of 13’2” length, rowboats, canoes, paddleboats, inflatable boats, sail boats and paddleboards.
 - a. Any other types of craft (including non-recreational vessels or equipment) may not be registered or put on, under or over the water without prior approval from the Association. Law Enforcement, Environmental, and Emergency Response equipment shall not be subject to this restriction.
2. Rowboats, canoes, and rigid boats may be equipped with one motor per boat not exceeding 8 horsepower.
3. Inflatable raft and inflatable pontoon boats may be equipped with a 12-volt electric motor only.
4. Pontoon boats between 18 feet and 24 feet (maximum length) may be equipped with a motor not exceeding 15 horsepower. Pontoon boats smaller than 18 feet may have a motor not exceeding 10 horsepower.
5. Modification of oversized engines with governors or other devices to curtail the horsepower is not permitted.
6. Any watercraft with oversized motors must not utilize any such equipment, and the owner is required to disable any such motor by removing the propeller or removing such motor entirely, and only use an approved electric or restricted HP motor.
7. Non-compliance will be subject to a minimum fine of \$250.00.

C. Boat Use

1. The State of Illinois requires watercraft on Countryside Lake to display current DNR watercraft decals and registration numbers. All CLA residents and their guests must abide by current State of Illinois laws for watercraft.
2. All boats must be operated in a safe and responsible manner.
3. Boats are not to be beached or operated in the swimming or sand beach areas.
4. The two (2) docks on each side of the sand beach are for temporary mooring in order to load and unload only. Members and their guests must exercise caution near and around the swim area.
5. Three (3) Association areas are designated for non-lakefront members’ small-boat storage. These are: the boat racks at the beach, the boat racks at the tennis court and sailboat spaces at the beach. Only boats with an assigned rack space (for canoes, rowboats, and paddleboats) or assigned sailboat storage will be permitted to remain on CLA property. All other boats and recreational items are required to be removed daily, after each use.
6. No overnight mooring of boats is permitted at the mooring buoys.

D. Boat Storage Outside the Beach and Tennis Court Areas

1. Only boats that meet the requirements of IV.B. above are allowed to be stored on member's property during the boating season of April 15 to November 1. No boat, boat type or boat trailer shall be placed or stored on a member's property outside of the boating season of May 1 to November 1, except within an enclosed structure, outside (provided there is no direct, unencumbered street view) or in other areas which are specifically designated by the Association. Members may request an exception from the Association. All exceptions must be in writing and shall indicate the specific type of boat or trailer, the time-period of the exception, the approved location of the exception and the required provisions to be adopted by the member.
2. No inflatable flotation or lake toys can be moored, tethered, or anchored beyond 30 feet of the Shoreline or in the in the Lake Area at any time, and for no longer than 3 consecutive days, within 30 feet of the Shoreline during the boating season of April 15 to November 1.
3. All non-registered water recreational products must be pulled ashore after each use.

V. INVASIVE SPECIES

Any boats, boat engines, boat anchors and lines, boat trailers, bait buckets, beach toys, or anything that has been in another lake or contains water from another body of water (especially Lake Michigan) **must be inspected and cleaned by owners before insertion into or placement near Countryside Lake**. Each owner must flush thoroughly all boat hulls, engines (including cooling systems), boat anchors and lines, boat trailer frames and lights, boat bilges, anchor compartments, bait wells, bait buckets, compartments, coolers, toys, or anything that came in contact with the water of another lake, with hot water of 135 to 145 degrees F. or, alternatively, flush all of the above with a salt solution (1/2 cup of salt per gallon of hot water) followed by a fresh water flush to prevent corrosion from the salt residue.

Note: Boat owners must inform their launch service companies of these requirements to ensure boat trailers are properly cleaned before use at Countryside Lake.

VI. BOAT DOCKS AND BOAT RACKS

A. Privately-Owned Docks

1. Members are required to obtain prior written permission from the Board to construct, alter or replace a boat dock on the lake and shore area.
2. Any dock must not extend further than 30 feet from the shore and may not exceed four (4) feet in width. Additionally, any dock must not exceed 120 square feet in total combined surface area.

3. No more than 2 docks are permitted per member property. The docks must have a minimum distance of 8 feet apart from any point.
4. Members are responsible for maintaining their dock(s) in good condition.
5. Boat lifts of any type are prohibited.

B. Association-Owned Docks and Boat Storage

1. Only one boat per member family can be stored on CLA property, except that a second boat may be allowed at the discretion of the CLA Board if rack space is available, after written request from the member to the Board. A list of members with secondary boats on association racks will be kept for removal purposes in the event rack space is needed for others. Members with secondary boats on Association racks must remove the secondary boat immediately upon written request from the Association. Under no circumstances may a member have more than two (2) boats on Association property.
2. The privilege to utilize the CLA pontoon boat piers, small-boat storage racks, and beach sailboat storage area is provided to non-lakefront members only. A non-lakefront member will forfeit that privilege if they acquire a lakefront lot/property that includes a Shore Area easement, as defined in the Association's Declaration, in its survey.
3. A waiting list is maintained for non-lakefront members who desire the privilege of utilizing CLA-owned pontoon boat piers, small-boat storage racks, and the beach sailboat storage area (see next paragraph C). Any member on that waiting list who acquires a lakefront lot/property that includes a Shore Area easement, as defined in the Association's Declaration, in its survey will have their name removed from the waiting list.
4. The annual rental is available only to members in good standing. The Association may elect to revoke or refuse to renew the rental space to a member for non-payment of dues, rental fee, or violations of any kind of the Declaration, By-Laws and/or Rules and Regulations.
5. Boat rental piers, racks, and beach sailboat storage area are owned and maintained by the Association, and the space assigned to any individual is **non-transferable**. Under no circumstances may the pier renter, rack renter, or beach sailboat storage renter lease, assign, or loan the pier, rack, or beach assignment to anyone else.
6. A member who rents/leases his home may not transfer a CLA dock, rack, or beach sailboat space to the renter of the home. Home renters will not be permitted to have their names on the CLA waiting list for a boat pier, rack, or beach sailboat assignment. Home renters may utilize the member's boat with the member's permission by using the Guest Pass.
7. All boats must be moored or stored in the space assigned.
8. There is an annual Boat Storage Rack fee, a Sailboat Beach Storage fee, and a Pontoon Boat Rental Pier fee that are payable on or before **February 1st** of each year. The amounts of such fees are established by the Association.
9. In the event a Pontoon Boat Rental Pier fee is not paid in full by **March 1st** of any year, the rental dock space is forfeited by the member.

10. A Waiver of Claims and Hold Harmless Agreement must be signed each year by each member holding a Pontoon Boat Rental Pier assignment. This waiver must be included with the pontoon pier rental fee payment.
11. Pontoon boats at CLA rental piers must be in good condition and seaworthy, must be properly secured, and either covered or cleaned of all debris. Deteriorating conditions, i.e., dry-rot of tie-downs, disrepair, loose trash, and otherwise unsightly conditions will lead to loss of assigned pier space.
12. Failure to moor a pontoon boat in the assigned Pontoon Boat Rental Pier space by June 15 of any year will result in the loss of the CLA rental pier space, unless otherwise approved by the Board, except for the first year of a new renter's assignment.
13. No more than three (3) sail boats are allowed at the Beach. A waiting list will be maintained by the Association. Any member on the waiting list who acquires lakefront property will have their name removed from the waiting list.
14. Storage and Mooring Seasonal Restrictions
 - a. Boats on CLA boat racks are permitted year-round storage.
 - b. Pontoon boats at CLA rental piers are permitted mooring from May 1 to November 1 and must be moored only at the pier assigned.
 - c. Sailboats at the sailboat storage area are permitted storage from May 1 to November 1.

C. Pontoon Boat Dock Waiting List

1. Waiting List

- a. There is a waiting list for Pontoon Boat Rental Piers. Any member in good standing who is a non-lakefront member and who does not own property that includes a Shore Area easement (as defined in the Association's Declaration) may request addition to the waiting list by writing to the Association. An acknowledgement will be sent to the member to confirm inclusion on the waiting list.
- b. The Association reserves the right to place itself at the top of the Pontoon Boat Rental Pier waiting list.
- c. When a member has been offered a Pontoon Boat Rental Pier space and accepts such space, they have until the following June 15 to obtain and moor a pontoon boat at the assigned pier.
- d. Any member not in good standing will be removed from the waiting list.

2. Shared Interest Regulations

If the renter of a Pontoon Boat Rental Pier, or an individual on the waiting list, shares ownership with another member in a boat to be moored at a CLA Pontoon Boat Rental Pier, the following Shared Interest Regulations will apply. It is not the intent of the Association to manage or monitor shared ownership interest in pontoon boats as it relates to CLA Pontoon Boat Rental Piers. Shared boat ownership does not assign any Pontoon Boat Rental Pier rights to someone other than the member to whom that

pier was initially assigned by the Association. The member to whom a pier was assigned by the Association is the pier holder of record. However, the Board may consider a written request for an exception when there is a shared interest in boat ownership under the following sequential conditions:

- a. The pier holder of record (primary member) has a shared boat ownership with another member (secondary member).
- b. The secondary member has placed their name on the Pontoon Boat Rental Pier waiting list.
- c. The secondary member becomes next in line to be offered a Pontoon Boat Rental Pier of their own.
- d. At the time of offer, the secondary member has the following options:
 - Accept a pier of their own and dock a boat at that pier, **or**
 - Decline a pier of their own and have their name rotated to the bottom of the Pontoon Boat Rental Pier waiting list, **or**
 - Decline a pier of their own *because they prefer to continue with an existing shared boat ownership arrangement* **and** request in writing to the Association for a “Shared Limited Right Agreement” in the primary member’s pier assignment.
- e. In the event the Association grants a Shared Limited Right as requested in C.2.d. above:
 - The secondary member’s name would be rotated to the bottom of the Pontoon Boat Rental Pier waiting list.
 - The initial holder of the pier continues to be the primary. The member requesting the Shared Limited Right becomes the secondary member of the pier.
 - If the primary member subsequently moves, sells, or otherwise relinquishes the pier, then the secondary member with the Shared Limited Right becomes the primary pier renter and their name is removed from the Pontoon Boat Rental Pier waiting list.
 - No other actions will be considered.
 - The secondary member who is granted the Shared Limited Right recognizes that they are at risk of losing their right if there is a conflict between parties. In such an event, the primary member retains all rights to the Pontoon Boat Rental Pier and the secondary member retains their current position on the Pontoon Boat Rental Pier waiting list.

VII. DOMESTIC PETS

1. Domestic pets are allowed at the beach or picnic areas before and after lifeguard hours from Memorial Day through Labor Day, and at all other times of the year. All animals must be leashed. Members must pick up after their pets within Association boundaries. The

Association reserves the right to revoke permission. Any non-compliance may result in a violation of the Association's governing documents.

2. Dogs or cats running free will be turned over to Lake County Animal Control.

VIII. COMMON AREAS

All areas owned by the Association are for the common purpose and use by all members as described in Section I.

The beach area and tennis court areas are closed for use at 10 PM each evening.

A. Swimming at the Beach

A lifeguard is generally scheduled to be on duty from Memorial Day to Labor Day.

1. Children under ten (10) years of age are permitted to swim only when accompanied by an adult of at least seventeen (17) years of age.
2. **WHEN A LIFEGUARD IS NOT PRESENT, THE SWIMMING AREA IS CLOSED. USING THE SWIMMING AREA WHEN THE LIFEGUARD IS NOT PRESENT IS AT YOUR OWN RISK.**
3. The lifeguard will not perform "childcare" or other personal tasks for members and guests.
4. Safeguarding lives in the water is the lifeguard's primary duty. The authority to remove persons from the beach area goes with this responsibility. Those failing to obey the lifeguard will lose their beach privileges.
5. The lifeguard and/or CLA Security has the authority to close the beach and to order all persons from the water due to adverse or threatening weather, overcrowding, temporary absence of the lifeguard, or other reasons.
6. The beach and beach area close for use at 10 PM each evening.

B. Picnics

1. Picnics are permitted in the designated Common Areas and are not allowed on the sand beach.
2. Only non-glass bottles and containers are allowed on the sand beach. No glass containers or bottles of any kind are permitted on the sand beach or surrounding areas.
3. Cooking is permitted only on a grill and not on an open fire. Neither picnicking nor cooking is allowed on the sand beach.
4. Members having picnics at the picnic area are responsible for cleanup.
5. No open ground fires are permitted.

C. Use

1. Members will be assessed a fine if they do not clean up after their pet.
2. There is no smoking in the Common Areas.
3. Two buoys in the lake will be designated as “party” buoys. Members may tie-up together at these buoys.
4. Cameras have been installed and activity will be recorded.

D. Parties

1. Any member seeking special, semi-exclusive, or exclusive use or occupancy of any Common Area must request a permit and pay the fee for any such reservation or for any activity with 15 to 35 guests, which is considered a party. Single-day parking passes will be provided for the date of the reservation. Party requests for more than 35 guests will require Common Area Committee approval.
2. A party, which must include an Association member, must have written approval from the Association in advance of the gathering in order to prevent conflict with any other parties scheduled for the same day. Upon approval of each party request, proper identification for the party will be required and CLA Security will be notified.
3. The member requesting a party must pay a non-refundable \$100 fee. This fee must be delivered by the member to the Association prior to the party date.
4. Satisfactory cleanup of CLA facilities by the member must be completed within one (1) hour of the end of the party or, in the event of a late afternoon/evening party, no later than 9 a.m. of the day following the party. Cleanup shall include bagging and removal of party debris from the picnic areas, beach and lake.
5. All non-member vehicles related to the party must park outside the beach area. Non-compliance is subject to towing of the vehicle.

E. Dumping

Use of Common Area dumpsters is restricted to Association maintenance and landscape use only. Members are responsible for any dumping by their guests, invitees, or contractors. **Dumping by members or their guests, invitees or contractors, of any kind in Common Area dumpsters or within Association boundaries is strictly prohibited and will result in a fine to members of up to \$1,000.00.**

IX. TENNIS COURT

1. Guests using the tennis court must be accompanied by a member.
2. The tennis court may not be used for longer than one hour at a time if other members are waiting to play, unless a party reservation has been approved and a sign is present.
3. The tennis court may be used **exclusively for racket sports** only, in the interest of preserving the surface. No other games and their related equipment are allowed.
4. The tennis court area closes for use at 10 PM each evening.

X. GUNS, HUNTING AND TRAPPING

1. Trapping (except for Have-A-Heart-type traps) is not allowed on the lake or in any area under the control of the Association.
2. Hunting by any means, including guns, bow and arrow, traps, or any other method is strictly prohibited.

XI. FISHING

Both summer and winter fishing are for the enjoyment of all members and their families. The lake is periodically stocked with game fish. It is the responsibility of each member to remind an authorized guest to not abuse the fishing privileges.

A. Year-Round Fishing

1. A valid State of Illinois Fishing License is required of members and/or guests fishing on Countryside Lake.
2. Fishing is not permitted within 25 feet of the swimming area, including on the mooring docks near the swimming area. Lost fishhooks and lures are dangerous for swimmers.
3. **No live minnow bait** or rusty crawfish may be used on Countryside Lake.
4. **This is a catch-and-release lake only.** Fish caught must be returned alive to the lake.

B. Ice Fishing

1. Ice fishing is limited to members, their immediate families, and their guests only.
2. **Guests must be accompanied by the host member.**
3. No tip-ups are allowed when ice fishing.
4. Windbreaker shelters must be removed from the ice by dusk daily.
5. CLA Ice Fishing Permits must be displayed. These can be obtained from the Association annually.

XII. RECREATIONAL VEHICLES

1. Members, their immediate families and their guests may use recreational vehicles on the frozen lake **AT THEIR OWN RISK.**
2. **Guests must be accompanied by an Association member.**
3. The vehicles may not be operated on the beach, picnic areas, tennis court, or Shore Area easement.

4. The vehicles must conform to state and county ordinances pertaining to licenses and operation for both vehicles and drivers.
5. The vehicles must be operated in a safe, responsible, and lawful manner.
6. Temporary storage of recreational vehicles, campers and trailers is not allowed on member property outside of the garage beyond 14 consecutive days and limited to 21 calendar days per year. Non-compliance will result in a violation.

XIII. HORSES

Horses are permitted on or along road easements only and are not allowed along the Shore Area easement. They may not be ridden or tethered at the beach, picnic areas, tennis court, or recreational areas.

XIV. DREDGING

No dredging of any type may be done in the lake or adjacent shore area without prior written permission from the Association.

XV. DIVERSION OF LAKE WATER

Members are prohibited from diverting Countryside Lake water for private use, i.e., lawn and garden watering, etc. This prohibition also applies to streams and springs within CLA boundaries that feed into Countryside Lake.

XVI. AIRCRAFT

No aircraft may land or take off within CLA boundaries.

XVII. LANDSCAPING

1. Members are responsible for keeping their property clear of refuse and debris.
2. All grassy areas shall be kept mown to a height not to exceed six (6) inches.
3. All easements bordering a roadway must be clear and maintained without trash, refuse, invasive vegetation or other obstacles, and must remain mowed not to exceed six (6) inches.
4. Lawn/turf fertilizer used by members must have 0% phosphorus content. A fine of \$1,000 will be assessed to any member found not using 100% free phosphorus content fertilizer.

This fine applies to the member regardless if it is the member or any third party hired by the member found not using 100% free phosphorus content fertilizer.

5. Planting beds must be kept free of excess weeds.
6. All drainage tiles must be buried.

XVIII. TENTS

Tents, other than those for temporary or weekend events, are not allowed. Tents used for storage purposes are not allowed.

XIX. POOLS

1. Shore Area properties are restricted to inground pools.
2. Outside the Shore Area properties, partial inground pools are permitted at Board discretion.
3. Pools are restricted to inground/partial inground pool types and must comply with all setback requirements. No above ground pool types are allowed.
4. Guidelines for partial inground pool construction:
 - a. Must be installed by a licensed professional installer.
 - b. Constructed with partial inground materials.
 - c. Constructed greater than 50% below existing grade.
 - d. Any vertical exposure of the pool will be obscured or obstructed by other landscaping (hardscape or softscape).
5. Kiddie/plastic pools are permitted on a temporary basis during the boating season of April 15 to November 1 and restricted to under 2 feet in depth.
6. Board approval is required prior to any construction as supported by Article IV "Property, Maintenance, and Easements" Section 2 of the By-Laws.

XX. SOLAR PANEL (SOLAR ENERGY SYSTEM - SEG)

1. SEGs may only be installed on the exterior of Dwelling Units, provided that the Board, at its discretion, shall determine the specific location where the SEG may be installed on the roof provided that the determination does not impair the effective operation of the SEG. Any conduit must be run through the attic so as to not be visible on the exterior of the Dwelling Unit. If, in the opinion of a licensed professional, conduit must be installed on the exterior the Board must be notified of the circumstances. Further, the conduit must be strategically placed in a location where it will not be visually prominent and painted the same color as the Dwelling Unit to minimize any visual impact. The paint must then remain in good condition (not chipping, etc.) and maintained by the owner. SEGs may not be installed on the Common Areas or within an owner's yard. Ground mounted SEGs are not allowed under any conditions.

2. To protect the health, safety and welfare of the members, the SEGs should be professionally installed. The Board reserves the right to inspect the installation and maintenance of the SEG.
3. The member will be responsible for the maintenance of the SEG and will keep the SEG in good repair. Failure to do so may result in the removal of the SEG at the member's expense.

XXI. TRASH

1. The Association participates in the Residential Waste Collection Services for Unincorporated Lake County.
2. Each occupied property within the Association must subscribe to Regular Waste Collection Services.
3. Trash cans may only remain at the roadway one day before and one day after the scheduled pickup. Chronic disregard will result in a fine.
4. Trash cans cannot be visible when they are not on the street for pickup.

XXII. SHORE AREA

Article IV, Section 2 of the Countryside Lake Association Declaration gives The Association the “right, privilege and easement to...(6) establish and enforce through the Board of Directors, rules and regulations relating to erosion control, drainage, and other activities relating to the Lake Area and Shore Area...”.

The Board recognizes the desire of lakefront property owners to landscape their properties including the Shore Area. The Board also recognizes the need to maintain a healthy lake and to support wildlife habitat within the Shore Area. The primary purpose of this policy is to **stop shoreline erosion and to maintain and improve the health of our lake.**

A. Landscaping within the Shore Area

1. No landscaping project of any kind is allowed in the Shore Area without prior written approval of the Association.
2. The use of turf grass as ground cover is allowed if the shoreline erosion control has been implemented by the member.
3. No live trees 6” in diameter or larger may be removed without the prior written approval of the Association, provided they are not dead or dying. Dead or dying trees may be removed from the shoreline. For member safety, any object, structure or tree which has fallen into the Lake Area must be promptly removed by the owner of the property from which it fell.
4. Manure and/or compost piles may not be located on a lakefront lot to allow runoff from them to flow across the Shore Area into the lake.

5. Nothing should be done that would prevent an unencumbered walkable pathway through the Shore Area.
6. Silt fencing must be erected prior to beginning work on a landscape project within the Shore Area in a location that will protect the lake from soil runoff.

B. Shoreline

The Association has adopted policies and procedures requiring members to use bio-engineered erosion and pollution controls on the shoreline. Bioengineering combines structural design with the use of vegetation for shoreline stabilization and erosion control. There are several common bio-engineering methods available. Choosing among them is not an either/or proposition; often a combination of two or more methods is more appropriate than any single method. The primary purpose of an engineered shoreline should be first and foremost to prevent erosion of the shoreline.

1. No shoreline project (i.e., landscaping, shoreline alteration) or construction of any kind is allowed without prior written approval of the Association.
2. The Board suggests:
 - a. The use of native aquatic and terrestrial plantings.
 - b. The use of strategically placed outcroppings of rock.
 - c. The use of woody riparian brush or shrubs.

C. Shore Area Projects

1. Members must present a plan to the Association for a landscape project within the Shore Area and/or a shoreline protection or restoration project prior to the start of the project.
 - a. The Board must give preliminary approval before the member contacts the Army Corps of Engineers for permit authorization. Forward any ensuing plan changes to the Board.
 - b. Upon the Board's final approval, obtain permits from the Lake County Department of Zoning.
2. Members must provide the Board with the project's start date.
3. Ongoing inspection of work by the Board or its representative will be required.
4. The Board requests that plans be submitted a minimum of 30 to 60 days prior to the anticipated start date of the project. While turnaround time will be a priority of the Board, the exchange of all necessary information between members and the Board can be time consuming. Timely submission of preliminary plans by the member will support an expedited process. The Board reserves the right to take all necessary corrective action if a shoreline is altered or constructed without prior written approval of the Board.
5. Failure to abide by these rules and these procedures subjects the member to loss of certain membership rights and any cost of correction of the violation as directed by

the Board, provided a reasonable time has been given the member to appeal the Board's ruling. The Board reserves the right to take all necessary corrective action, including but not limited to, legal action if a shoreline is altered or constructed without prior written approval of the Board.

D. Shoreline Septic Systems

A copy of the Lake County certification (every 3 years or the standard adopted by the county as applied) of the septic system of lakefront members must be provided to the Association upon receipt by a member. Any non-compliance will result in a violation assessed to the member.

XXIII. DAM AND SPILLWAY ACCESS

Entering the fenced dam and spillway area is prohibited to all persons, except as authorized by the Association for necessary maintenance.

XXIV. LEASING

1. If a member leases their property, the member and lessee must sign an Agreement Regarding Member/Lessee Privileges with the Association. A copy of the agreement can be obtained by contacting the Association.
2. The member and lessee must agree to the Policy Concerning Lessee Use of CLA Facilities.
3. The Association requires a copy of the lease agreement between the member and the lessee.
4. The lease agreement must be for a minimum of one year.
5. The use of the property must be for single family residential purposes only.
6. No short-term vacation rentals, Airbnb, Verbo or similar types of rentals of any kind are allowed.

XXV. SUBDIVISION OF PROPERTY (LOTS)

No subdivision of any member property (lot) within CLA for any reason is allowed.

XXVI. ENFORCEMENT

A. Violations

If a member is believed to be in violation of the Declaration, By-Laws, and/or Rules and Regulations of the Association, a written Violation Notice may be issued to the member by the Association.

B. Notice

A member with a violation (or if the person with the violation is a member's guest) will be given a written Violation Notice and, if a fine is being assessed by the Board, such member will also be provided an opportunity to request a hearing within a specified time period.

C. Hearing

At any hearing, the member will have the opportunity to present a defense and respond to such Notice of Violation. All hearings will be closed and will proceed with or without the presence of the effected member, so long as notice has been sent in-advance. The findings of a hearing will be submitted to the Board for disposition at its next regularly scheduled meeting. The decision of the Board shall be final and binding by the member.

D. Fines

All violations will incur a base fine of \$250 for each violation. Additional fines may be imposed if the violation continues to occur. Violation exceptions include:

- a. If a violation involves failure to obtain required approval or permission from the Association, additional sanctions may be imposed including, but not limited to, an additional recurring fine for each 14 days of non-compliance.
- b. Violations creating a hazard to the health, safety, and welfare of the members and residents of CLA will incur a fine not to exceed \$500 for each violation. Additional fines may be imposed if the violation continues to occur.
- c. Violations involving the unapproved construction of any kind requiring Board preapproval will incur a fine of \$1,000. Additional fines may be imposed for each violation and for uncured violations.
- d. Violations involving the non-use of phosphorus free fertilizer will incur a fine of \$1,000. Additional fines may be imposed if the violation continues to occur.

The Board may deviate this fine schedule if the Board determines, in its sole discretion, that a violation is particularly egregious, repeated or continuous.

E. Continuing Violations

Members who have continuing violations and/or unpaid fines will be subject to daily fines and/or revocation of certain membership rights for as long as such violations and/or unpaid fines continue.

F. Other Remedies

In the event of any violation of the Declaration, By-Laws, and/or Rules and Regulations, the Association reserves the right to pursue any and all remedies, both legal and equitable, and including the loss of membership privileges as determined by the Association to compel enforcement. For violations involving motor vehicles and/or boats on CLA property, towing or removal from CLA property may occur. All repair, replacement, or maintenance costs incurred by CLA, as a result of a violation by a member or member's guest, shall be assessed to the offending member at the time the cost of such repair, replacement, or maintenance is incurred. Any and all costs, including attorney's fees, incurred by the Association for enforcement proceedings and collection of unpaid fines, shall be charged to the offending member.