

# COUNTRY WALK OF MELBOURNE HOMEOWNERS ASSOCIATION, INC.

Revision adopted 8.20.2024

## Rules & Regulations 2024

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## I. GENERAL INFORMATION

For most of our residents, Country Walk is their home. They live here permanently, and only through their cooperative efforts have they attained our unique residential atmosphere. For many, Country Walk living is a new way of life, a melting pot of different personalities and lifestyles. When enjoying one's home and/or the community facilities, one should take care not to infringe upon the rights of other residents, respecting their privacy, peace and tranquility. Therefore, certain standards for individual behavior are necessary to ensure pleasant and harmonious community living.

It is the desire of the Board of Directors of the Country Walk of Melbourne Homeowners Association, Inc., to serve the best interests of ALL residents. That is why the Association has declared these policies and procedures, so we can maintain our desired lifestyle and enhance the value of our homes.

It is the duty of all homeowners to become familiar with and to inform their guests and/or tenants of these policies and procedures.

These Policies and Procedures are in accord with the Country Walk of Melbourne Homeowners Association, Inc. Covenants and Restrictions, and By-Laws and the Suntree Homeowner's Association (SMHA) Covenants and Restrictions and with Florida State Statutes.

These Policies and Procedures will be enforced by legal means. Continued violation and disregard by a homeowner, tenant or guest will be referred to the Board of Directors for legal proceedings.

### A. Volunteers:

Please remember the Association is run by a volunteer Board from among Country Walk residents. These are non-paying jobs. These volunteers follow a Board of Directors Code of Conduct and are here to serve the rest of the residents in keeping our community the finest in Suntree.

### B. Association Fee:

The Association Fee is due on the first of each month. Payment can be made through the Advanced Property Management website, or by check mailed to Country Walk of Melbourne HOA, Inc., PO Box 66002, Phoenix, AZ 85082-6002.

A late payment is defined as not being received by the 15<sup>th</sup> of each month and will incur a \$25.00 fine, plus 1.5% interest on the unpaid balance each month.

Your association fee goes towards the following areas:

- Operating Expenses: Printing and copy work; stamps and postal charges; office supplies; Internet;
- Administrative Expenses: Advanced Property Management, insurance; bank charges; accounting and legal fees; community relations; permits and licenses;

- General Reserve and Paint Reserve;
- Landscaping Maintenance and Supplies: Lawn maintenance (cutting, trimming, edging, herbicide, pesticide, fertilizer) common area mulching as determined by the Board of Directors; tree, palm and shrub maintenance and replacement in common areas;
- Other Operating Expenses: Irrigation system; ponds and environment; cabana, pool, community tool shed/ pump house, gatehouse and community wall; general maintenance; paint project; road repairs;
- Utilities Expenses: Water and sewer and electricity on common property.

C. Entrance Security Gate:

When the entry gate is down, residents and guests must enter the gate code given to you by the Board of Directors. A remote control can be purchased, if available, thereby avoiding the need to stop and enter the code.

D. Residents Directory:

A directory of residents will be periodically updated and available to all residents by the Association. This directory will include a list of Board members and committee chairpersons and their respective areas of responsibility.

E. Homeowner's Meetings:

The date of the annual meeting shall be determined by the Board of Directors. Notices will be displayed at the Gatehouse in advance of the meeting.

F. Board of Director's Meetings:

The Board of Directors regularly scheduled monthly meetings are held on the third Tuesday of each month at 7:00 PM or as otherwise announced. Notice of each meeting will be posted at the Gatehouse, via email, and on the [www.cwhoafl.com](http://www.cwhoafl.com) website. All Country Walk Homeowners are invited to attend. Meetings are held in the Community Meeting Room in the rear of the pool complex, and via Google Meet.

G. Community Newsletter:

A community newsletter is published periodically. You are welcome to submit ideas for articles of community interest to the editor of the newsletter for publication; however, no advertising is permitted.

H. Suntree Master Architectural Review Committee (ARC):

The intent of the Suntree Master Architectural Review Committee (ARC) is to assure residents that the standards will always be maintained. This process protects and enhances Suntree's overall environment. *Refer to the Suntree Master Mod/Arc Application form for details.*

The Country Walk of Melbourne Homeowners Association, Inc., has a subordinate ARC committee. This committee serves as the preliminary contact for Country Walk residents and will review and

approve/deny all MOD/ARC applications prior to resident submitting it to the Suntree ARC committee for final approval or denial when appropriate.

It should be noted that ANY change to the exterior structural appearance of a resident's property MUST be approved by both the Country Walk MOD/ARC committee and Suntree ARC Review Board prior to the commencement of any work.

In addition, a Landscape MOD/ARC form must be completed prior to any changes to the landscape on the resident's property (see Appendix A for the form). It is recommended to follow Florida Friendly Landscape principles.

## **II. PAINT PROJECT:**

1. The Country Walk HOA has a paint reserve established which encourages homes to be repainted at least every 8 years. You may choose to paint before 8 years; your paint reserve would be calculated on a year-to-date basis. \$15 monthly from your HOA dues are put in this paint reserve. You will be notified by the CWHOA Paint Project Coordinator when your home is due to be painted.
2. Homeowners shall have the choice of sixteen (16) paint color choices for both body or trim and eight (8) paint colors for trim only.
3. Homeowners of detached dwellings shall not be limited in their choice of color scheme based on neighbors' colors.
4. Townhome "blocks" shall be painted a single-color scheme agreed upon by the homeowners residing within each "block". If the homeowners cannot agree on a single-color scheme, the color scheme will not be changed.
5. Homeowners shall complete a MOD/ARC request form and submit it for approval to the Country Walk MOD/ARC chairperson and President (can be done online) prior to homeowner submitting it to the Suntree Masters Homeowners Association office on Spyglass Road for approval. Paint chips of colors to be used and a \$30 check for SMHA must accompany the MOD/ARC.
6. The Homeowner should choose a paint contractor to paint their home. If requested, Country Walk HOA will provide a list of currently approved painters on file in CW that can do the work.
7. If choosing an outside painter, your contractor must have a Business Tax Receipt and must provide proof of General Aggregate Liability Insurance for the amount of \$1,000,000, prior to the beginning of work.

8. The scope of work should be applied by brush or roller to avoid paint drift. If your supplier sprays the paint, you may be responsible for any “drift” of paint to your neighbor’s property.

9. If the Homeowner chooses to paint their own home as long as they execute a liability waiver of the association they are entitled to funds in their account once satisfactory completion has been established.

10. Color Chart as of 2023:

Color Number SW = Sherwin Williams	Color Name	Locator	Body or Trim
SW0019	Festoon Aqua	N/A	Both
SW6063	Nice White	260-C4	Both
SW6066	Sand Trap	196-C3	Both
SW6073	Perfect Greige	242-C3	Both
SW6112	Biscuit	265-C3	Both
SW6115	Totally Tan	291-C3	Both
SW6175	Sagey	270-C4	Both
SW6178	Clary Sage	213-C3	Both
SW7771	Cavern Clay	126-C4	Both
SW7539	Cork Wedge	292-C4	Both
SW7551	Greek Villa	254-C1	Both
SW7616	Breezy	281-C2	Both
SW7653	Silverpoint *	293-C1	Both
SW7658	Gray Clouds	238-C3	Both
SW7669	Summit Gray	282-C5	Both
SW7727	Koi Pond	298-C2	Both
SW2838	Polished Mahogany	N/A	Trim
SW6224	Mountain Air	273-C2	Trim
SW7036	Accessible Beige	249-C1	Trim
SW7039	Virtual Taupe	249-C5	Trim
SW7515	Homestead Brown	277-C5	Trim
SW7524	Dhurrie Beige	250-C3	Trim
SW7645	Sealskin	2770C7	Trim

\*Province Blue has been discontinued by SW; however, the old code (SW2107) may help if you want to try to match the former trim color.

Sidewalks may be epoxy painted or stained to match the body or trim color of the dwelling; or in a paver-like pattern using natural colors that complement the color of the dwelling; or in a solid natural concrete color. Driveways may be epoxy painted or stained in a paver-like pattern using natural colors that complement the color of the dwelling; or in a solid, natural concrete color. Once treated, sidewalks and driveways must be maintained to correct cracking and peeling of the surface color.

J. Problems, Questions, Misunderstandings and General Comments:

If you have any problems, questions, misunderstandings or general comments, please contact Advanced Property Management at 321 636-4889, [assistant@apmfla.com](mailto:assistant@apmfla.com) or [www.apmfla.com](http://www.apmfla.com) and you will be provided with the appropriate information or directed to the proper source for that information.

### III. GENERAL RULES

A. Violations of the terms of the governing documents of Country Walk of Melbourne Homeowners Association, Inc., will be handled in accordance with Chapter 720.305(2) of the Florida Statutes.

B. Owners are responsible for any damage or defacing of property which they, their guests, or their tenants may have caused.

C. Covered, secured trash and/or recycling containers provided by Waste Management are to be used and placed curbside or at the end of the driveway within twenty-four (24) hours before, or after, the designated garbage collection day or time. The same procedure applies to yard waste which should be placed in containers not in plastic bags.

D. Pets: No animals, except cats, dogs, aquarium fish, caged birds, caged small mammals (rabbits, hamsters, gerbils, guinea pigs, mice, rats, ferrets) caged non-poisonous snakes, caged non-poisonous reptiles and caged non-poisonous amphibians, may be kept as Pets by Lot Owners on their Lot, and the term "Pet" or "Pets" shall expressly be defined to only include such animals. Pets shall not be held or offered for sale or maintained or bred for any commercial use or as a hobby, and homeowners are encouraged to have such Pets neutered. Each Pet shall reside and be sheltered inside a Lot. Pets shall not be permitted to run loose, and each Pet must be physically leashed when outside the owner's Lot. Except for ingress and egress, Pets, when outside the owner's Lot, shall be confined to and only permitted on the sidewalks, streets and grass verges immediately adjacent to a sidewalk or street. Animals other than those defined as Pets shall not be kept, allowed on or maintained in the Country Walk subdivision. No Pet shall be permitted to remain in the Country Walk subdivision if it disturbs the tranquility of the Lot Owners, Guests, occupants or tenants, or is dangerous, annoying, a nuisance or destructive as determined by the Association's Board of Directors in their sole unfettered discretion. All Pets shall be kept in strict accordance with all local laws and ordinances, including Brevard County Animal Services Pet Laws and Florida Statutes (including leash laws and limits on numbers of pets allowed), and in accordance with all rules and regulations established by the Association. All Guests shall also abide by this Section. Notwithstanding anything to the contrary, the Association's Board of Directors shall have the unilateral unfettered right to modify the term "Pet" to include or exclude other animal(s) or to modify the other terms of this Section by a majority vote of the Association's Board of Directors, without any membership approval, and such modifications shall become operative upon any reasonable notice of the change being provided to the Lot Owners.

Pets are not allowed to relieve themselves away from homeowner's Lot unless their owner and/or a responsible adult accompany them. Pet feces deposited on streets or property other than the homeowner's must be promptly removed and properly disposed of by the custodian of the Pet. Pet feces

deposited on the homeowner's property are to be promptly removed so as to not interfere with lawn maintenance personnel, sprinkler repairmen, etc.

E. Lawn furniture and recreational equipment are strictly forbidden to be stored on the sides and rear of homes or in any location that can otherwise obstruct the work of the landscape contractors. The pool & sport court provides opportunities for residents to enjoy recreational activities including swimming, basketball, pickleball, and tennis. We encourage the use of the common amenities for recreational activities as the individual lots are small and close together. When used, portable basketball hoops must be placed and used only on the top half of the driveway where the game play would not extend into the street. The goal must be kept in a serviceable, clean condition. When not being used after an extended period (i.e. a month) it must be stored out of sight.

F. Drapery or window treatment visible from outside of homes shall be white, beige or other shade of color approved by the Board of Directors. No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Board of Directors if it is non-metallic in appearance. Additionally, any of the aforementioned window treatments must be respectable in appearance.

G. Barbecuing equipment is permitted outside of the homes but must be removed after use and stored out of public view.

H. Flying flags in Country Walk shall be in accordance with Florida Statute 720.304.2(a).

I. Subject to existing building codes and Rules and Regulations of the Suntree Master Homeowners Association, a homeowner may choose to install and deploy any form of storm or hurricane protection they prefer to best meet their needs to protect their home from damage. Retractable, Bermuda-style, and temporary hurricane shutters are permitted. However, plywood and temporary unpainted metal hurricane panels which are attached to headers and footers of windows should be in place only during threatening storm warnings and be removed when storm warnings are cancelled. Unpainted metal panels may be installed during the homeowner's absence for a period of 14 days. Metal panels painted to blend with window or house color and clear (transparent) panels may be installed for the duration of the hurricane season.

J. Each resident may have no more than two (2) yard sale events per annum conducted at their residence and must give prior notification to the Board. Garage Sale and Open House signs cannot exceed 18" x 24". Two are permitted, one on the property and one at the nearest intersection with a primary road and may be displayed only during actual hours of the garage sale or open house. *See Suntree Master Covenants Article X Section 5 or ARC Criteria Section 6 (6.22)*

K. Suntree Master Homeowners Association is responsible for covenant enforcement and has the legal right to notify the sheriff's office to force compliance for those situations where the sheriff's office may be involved.

L. An owner who wishes to submit changes to these Rules and Regulations must present a written request to the Board of Directors.

#### **IV. Board of Directors and Officers**

- A. Certification. All Directors and Officers shall comply within ninety (90) days of being elected or appointed and then annually to meet Certification requirements, including continuing education, as specified in Florida Statute 720.
- B. Code of Conduct. All Directors and Officers shall fully comply with Florida Statutes 720 regarding HOA management.
  - i. Avoid the appearance of conflict of interest when dealing with other members, vendors, or other third parties contracted for services in the name of the Association.
  - ii. Board Members and Officers may not accept any gifts or discounts from vendors providing goods or services to the Association. No kickbacks are permitted by Law and are subject to felony criminal penalties.
  - iii. Board Members and Officers shall promptly comply with all valid inspection of record requests as well as requests for copies of official records from Members as defined in Florida Statute 720.
  - iv. Board Members and Officers may not destroy or alter official records of the Association and must ensure proper retention as defined by Florida Statute 720.
  - v. Board Members and Officers shall comply with Florida Statutes regarding HOA website requirements.
  - vi. Prohibit the issuance or use of debit cards in the name of the Association. All Association-related expenses are to be paid by the Treasurer of the Association from the Account maintained for that purpose. This may include payments to reimburse Association members for expenses incurred on behalf of the Association.

#### **V. OWNERS – TENANTS – RESIDENTS – GUESTS**

##### **A. Definitions:**

- 1. Owner – “Owner” shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of obligation. A contract seller is any owner who sells a Unit under a contract for deed or an agreement for deed and who retains title to the Unit until full purchase price is paid.
- 2. Tenant – “Tenant” shall mean and refer to a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration, the payment of money, the exchange of goods or services, etc.
- 3. Resident – “Resident” shall mean and refer to the person or persons occupying a Unit and may be an Owner, Tenant or Guest.
- 4. Guest – “Guest” shall mean and refer to a person who enters a Unit at the invitation of an Owner, Resident, Tenant or the purposes of visiting.

- B. Residents must inform guests regarding the rules and hours of operation, if applicable, relating to the pool, tennis courts, parking facilities, fishing, etc.
- C. If guests or tenants persistently violate the rules, the owners will be requested to terminate their use of the recreational facilities.

## **VI. VEHICLE PARKING**

Parking in Country Walk is restricted as follows:

A. All vehicles parked in the community shall be licensed, street-legal, and in drivable condition.

### **B. Automobiles**

Automobiles shall be permitted to be parked in driveways or garages.

Vehicles parked in the driveway shall be pulled up sufficient for the bumper to clear the end of the driveway.

Four parking spaces are provided at the end of Marsh Wood Court. These spaces are available for any resident or guest to use on a first come, first served basis, to be able to comply with Suntree Master HOA's no overnight street parking requirement from midnight to 7am. These spaces are not for storage of vehicles, but for daily use only.

### **C. Passenger Vans**

A passenger van is a van with permanent seating for more than three (3) passengers, is not outfitted for recreational purposes, and has non-commercial plates. "Outfitted for recreational purposes" shall mean a van that has either 110-volt electrical service and LP gas or sanitary waste facilities.

Passenger vans may be permitted to be parked in driveways and garages. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.

### **D. Non-Passenger Vans**

A non-passenger van is any van that does not comply with the definition of a passenger van. Non-passenger vans may be parked in garages. These non-passenger vans may be parked in driveways for up to four hours.

### **E. Trucks**

Trucks, including pick-up trucks, with or without camper tops or toppers, shall be permitted to be parked in driveways and garages. Repair trucks present in the ACTIVE CONTINUOUS CONSTRUCTION OR REPAIR of a residence may be parked in a driveway for more than four hours but may not be parked overnight in the residential area.

F. Travel Trailers, Motor Coaches, etc.

Any vehicle or trailer not specifically permitted by Sections A through D above shall not be parked in Country Walk at any time unless parked in a garage.

G. No vehicle shall be parked on any lawn, yard, vacant lot, in the driveway of a home that is not occupied, or in other areas not intended for vehicular use.

H. Vehicles that are unsightly, or mechanically inoperable are not permitted in Country Walk and can be towed away at the owner's expense.

I. No parking is permitted in the travel section of any roadway or street between the hours midnight and 7 am.

J. Vehicles not in conformity with the provisions above, including boats and trailers, which are parked in Country Walk, can be towed away at the expense of the owner or operator.

## **VII. RECREATIONAL FACILITIES**

All facilities will be used at your own risk. No homeowner, or family member, tenant, or guest of a homeowner who is ninety (90) days past due in the payment of their maintenance fees or other assessment may make use of the Country Walk recreational facilities.

### POOL AREA

1. Pool is for the exclusive use of owners, residents, tenants, and their guests.
2. Pool hours are from dawn until dusk.
3. Children under fourteen (14) years of age must be accompanied by and closely supervised by a responsible adult.
4. Children not toilet trained and/or those wearing diapers are not permitted in the pool at any time unless they are wearing proper swim diapers.
5. Persons with infectious or contagious health conditions, such as colds, fungus, skin diseases, etc., must not use the pool.
6. Only recognized swimwear is allowed in the pool. No cut-off jeans or shorts.
7. Waterproof suntan creams and lotions (not tanning oils) are recommended for use.
8. All persons using the pool must shower before entering the pool.
9. No food or beverage is allowed in the pool. Food or beverage are allowed in the deck area provided they

are in paper, plastic or can containers. No breakable items will be allowed in any section of the pool area.

10. Children's toys and balls suitable for pool use are allowed.

11. Running is not permitted in the pool area.

12. NO DIVING.

13. Radios, stereos, etc., are permitted. However, they must be played at a level that would not disturb other users of the pool area.

14. No animals are allowed in the pool, on the deck, or within any part of the fenced area.

15. No cigarettes, cigars, or other tobacco products are allowed in the pool area.

16. When leaving, all umbrellas should be returned to the "down" position to avoid damage by wind.

17. No furniture shall be removed from the pool area.

18. Each person is responsible for the proper disposal of any litter that he or she generates.

19. Bicycles, skates and skateboards are not allowed in the pool area. Bicycles must be parked neatly outside the fenced area.

20. Gates and restrooms are to be kept locked when not in use.

21. The life ring and line are there for emergency use only; they are not toys.

22. Individual owners may have private use of this facility on occasion subject to the following procedures:

A. Request may be made in writing to the Board of Directors no earlier than the first day of the month preceding the activity.

B. Anyone reserving the pool for private use will be responsible for the repair or replacement of anything damaged during private use. A deposit of \$100 is required when a reservation is made for a private party. The deposit will be returned when the facility is cleaned and found acceptable by the Board of Directors.

C. The owner requesting private use of any recreational facility assumes complete responsibility for supervision and maintenance of the facility. The owner must be in attendance for the duration of the activity.

## SPORTS COURT

1. Courts may be used from 7:30 A.M. until dusk or 8:00 P.M. by owners, residents, tenants, and guests.

2. Adults shall have priority after 3:00 P.M. on weekends and after 5:00 P.M. on weekdays.
3. When other players are waiting, play is limited to 1½ hours of play.
4. Athletic shoes with non-marking soles must be worn at all times. Wheelies (shoes with wheels) are not permitted.
5. Swimwear is not permitted.
6. Bicycles, skates and skateboards are not permitted in the sport court area. Bicycles must be parked neatly outside the fenced area.
7. Courts may not be used for any purpose except court games (tennis, pickleball, basketball).
8. Players shall be responsible for proper sweeping of court when required.
9. Unruly conduct or profanity will not be permitted on or near the courts at any time. Throwing of racquets on the courts will not be tolerated. No climbing over or under the tennis nets.
10. No food, chewing gum, or beverages in the court area. Players are responsible for the disposal of any litter they may generate.
11. Court gate is to be kept locked at all times when the facility is not in use.

#### COUNTY WALK POND

1. No swimming or boating is permitted in the pond.
2. Fishing is allowed from dawn to dusk by owners, tenants, and guests.
3. The fish in the pond are there to maintain pond water quality. Therefore, fish caught are to be immediately released back into the pond.
4. The person fishing is responsible for cleaning up any mess that may have been created. This is to include leftover bait, fishing line, and any litter.
5. Since some of the homes are located near the pond, please be courteous when fishing near these homes.
6. The bridge shall be used for pedestrian traffic only.

#### **VIII. HOME RENTALS AND LEASES**

1. Rentals and leases shall be for a minimum of six (6) months and no more than two (2) times per year.
2. No homes will be rented or leased to corporations or businesses whose purpose is to use the home for temporary quarters for their personnel.
3. No rooms may be rented, and no transient tenants may be accommodated.

4. Restrictions as to the rental and lease are covered in the Declaration of Covenants.
5. Owners are responsible for notifying and supplying real estate agencies, and prospective tenants with the rules and regulations of Country Walk.
6. All owners leasing their homes are required to provide the Board of Directors with a copy of the lease and contact information for the tenant within thirty (30) days of the signing and/or renewal of a lease.
7. The lease shall include the following:

The Tenant shall not participate in or permit illegal activity of guests on the premises. This includes but not limited to:

- a) Illegal Drug possession or use
- b) Illegal firearm possession or use
- c) Unlawful business enterprise

Failure to comply shall immediately void this lease agreement, cease all rights of the tenant to occupy the property and result in immediate eviction. Notification by law enforcement of unlawful activity shall be sufficient to determine non-compliance whether or not it results in arrest or a conviction.

- o The Tenant shall agree to comply with all provisions of all applicable Homeowner Association covenants including release of personal information required by the HOA registration requirements and assumes full responsibility for any and all violations under the Tenant's control, including actions by the Tenant's Guests. Failure to comply will result in immediate cessation of the lease and subject the Tenant to removal via the eviction process described in the lease. All Covenant Violation Fines and legal expenses incurred by violations under the tenants control shall be payable by the Tenant.
- o The Tenant shall fully comply with all Covenants of the Suntree Master Homeowners Association and the Country Walk of Melbourne Homeowners Association. Failure to do so may result in voiding the lease and immediate eviction.

## **IX. Appendix:**

*Appendix A: Florida Friendly MOD/ARC*

*Appendix B: Code of Conduct*

*Appendix C: Florida Friendly Landscaping – Model Provisions for Existing Communities*

