

EXHIBIT "C"

Initial Use Restrictions

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III of the Declaration.

1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, however, any vehicles used by Declarant, Builders and their contractors during the construction of improvements within the Properties, moving vans, delivery and other service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area;

(b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a total of two dogs or cats, and a reasonable number of birds, fish, or other usual and common household pets may be permitted in a Unit; provided that such pets are not kept, bred, or maintained for any commercial purpose, do not endanger the health or unreasonably disturb the Owner or occupants of any other Units, and do not create a nuisance. Those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. All pets shall be kept on a leash or otherwise confined so as to be under the complete physical control of a responsible person whenever outside the Unit. The keeping of pets and their ingress, egress, and travel upon the Common Areas shall be subject to such rules and regulations as the Board may promulgate. Failure to comply with this restrictions or such rules and regulations shall be grounds for the Board to bar the pet from use or travel upon the Common Areas. The Board may subject pet ingress, egress, use, or travel upon the Common Areas to a user fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner or occupant to abide by the rules, regulations, and restrictions applicable to pets. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;

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- (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units, including the keeping of any thing or condition upon a Unit which shall induce, breed, or harbor infectious plant diseases or noxious insects;
- (g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Unit;
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;
- (m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that the Declarant and a Builder with the prior written approval of Declarant shall be permitted to subdivide or replat Units which they own;
- (n) Swimming, boating, use of personal floatation devices, or other active use, including fishing, of lakes, ponds, streams or other bodies of water within the Properties, except that Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and to draw water from lakes, ponds and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties;
- (o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns;
- (p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

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respect to Units which it owns;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Notwithstanding the above, nothing in this subsection shall preclude an Owner or occupant residing in a Unit from conducting a day-care operation in such Unit, subject to the following limitations:

(i) Definition. "Day-care Operation," for the purposes of this Declaration, is defined as providing supervision and care for two or more persons who are unrelated to the care giver and who do not permanently reside in the Unit in exchange for any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(ii) Limitation on Number. No Day-care Operation shall provide care or supervision for more than eight persons at a time, excluding those permanently residing in the Unit, regardless of the number of care givers in a Unit.

(iii) Limitation on Employees. No person who does not permanently reside in a Unit shall be employed to assist in any Day-care Operation within such Unit.

(iv) Limitation on Hours of Operation. Day-care Operations within Units shall be conducted Monday through Friday between the hours of 6:30 a.m. and 6:30 p.m. only.

(v) Day-care Operation Rules. The Board is specifically authorized to adopt rules regulating Day-care Operations within the Properties, including rules limiting parking of vehicles, traffic flow, and use of recreational facilities in connection with Day-care Operations, in order to minimize the impact of such Day-care Operations upon any portion of the Properties.

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The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns, leases, or is the beneficial holder of a Unit held by a trust within the Properties, including the operation of a timeshare or similar program;

(a) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(u) Conversion of any export or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV;

(v) Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes; and

(w) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, utility lines, water lines, sewage structures, signs, basketball hoops, swing sets and similar sports and play equipment, clotheslines, garbage cans, woodpiles, above-ground swimming pools, docks, piers and similar structures; antennas, dishes, or other apparatus for the transmission, reception, or communication of television, radio, satellite, or signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind. The storage or placement of building materials of any kind or character upon any Unit or on the Properties is prohibited; provided, storage of such material is permitted during any period that approved improvements, in accordance with Article IV, are being constructed on a Unit, and only if such material is placed within the property lines of the Unit upon which the improvements are being erected. Notwithstanding the foregoing, a Builder or contractor may have temporary improvements such as a sales office and/or construction trailer on a given Unit during the construction of and/or sales periods but only with the prior written approval of Declarant and so long as such temporary improvements comply with the provisions of the Design Guidelines. In addition, Owners may install one small and inconspicuous satellite dish antenna, having a diameter of 18" or less, which is installed adjacent to a residence and is integrated with the residential structure and landscaping as may be further specified by the Reviewer under Article IV and in the Design Guidelines;

(x) Allowing a tree, shrub, or planting of any kind to overhang or encroach upon any public right-of-way, bicycle path, or any other pedestrian way from ground level to a height of eight feet without the prior written approval of the Reviewer;

(y) Placing or permitting to remain on any window of a dwelling unit an external window covering or reflective covering without the prior written consent of the Reviewer;

(z) Placing, operating, or maintaining machinery or equipment of any kind upon any Unit except: (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, apartment structures, or improvements thereon, (ii) that which Declarant or the Association may require for the development, operation, and maintenance of the Properties, or (iii) otherwise previously approved by the Reviewer.

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3. Prohibited Conditions. The following shall be prohibited within the Properties:

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;
- (b) Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.
4. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions.

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