

EXHIBIT C

Rules and Regulations

1. General. The Community shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as the Board may impose:

(a) Only licensed and operative vehicles may be regularly parked in community parking.

Allowed vehicles:

- Passenger cars
- Station wagons
- Passenger pick-up trucks
- Passenger vans

Parking any vehicles on streets or thoroughfares within the Community or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles is prohibited; however, construction, 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 Lot or the Common Area;

Authorized reasons for towing are:

- Blocking the drive aisle or another vehicle
- Expired tag or registration
- Leaking fluids or safety hazards
- Handicap space without a permit
- Double-parked vehicle, flat tire or inoperable vehicle
- Vandalized or wrecked vehicle
- Blocking dumpster
- Unauthorized commercial vehicle / oversized vehicle / trailer, abandoned vehicle
- Vehicle parked on sidewalk or grass.

Towing can only be initiated by the property manager or a board director based on community reports. Owners of said vehicles will be given the opportunity to rectify the issue before the vehicle is towed. Any Owner found to be in violation of this Section 2(a) may be subject to fines, towing of the offending vehicle, or other remedies as the Association deems appropriate;

(b) Raising, breeding or keeping animals, livestock or poultry of any kind, except that a reasonable number of dogs, cats (***the combined number of dogs and cats not to exceed three***) or other usual and common household pets may be permitted on a Lot. Any animal which makes objectionable noise or, in the Board's judgment, constitutes a nuisance or inconvenience to the Occupants of other Lots, shall be removed by the owner upon the Board's request. If the pet owner fails to honor such a request, the Board may remove the pet. Aggressive animals shall not be allowed within the Community. ***Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any Pet while walking such Pet on any Common Area.*** Pet stations are positioned around the community to assist with waste disposal. ***Outdoor cats should be collared and tagged.*** Pets shall be registered, licensed, and inoculated as required by law;

(c) Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the Occupants of other Lots;

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

(e) Engagement in hobbies or other activities, which tend to cause an unclean, unhealthy, or untidy condition outside your residence:

(f) Any harmful or offensive activity (including, without limitation, barking dogs) which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance,

or nuisance to persons using the Common Area or to other residents of the community;

(g) Outside burning of trash, leaves, debris, or other materials;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device that is audible to other residents of the community, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping 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 Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff;

(k) ***Keeping or dumping of trash outside of designated enclosures, including on Resident Lots.*** Dumping of bulky items such as furniture, appliances, or other non household trash. Dumping of intact, bulky boxes or storage containers. Dumping of items that need special or regulated disposal;

(l) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, without Association approval. The Association may make these changes as long as they don't materially diminish the value

of or unreasonably interfere with the use of any Lot without the Owner's consent;

(m) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and recorded, except that the Developer shall be permitted to subdivide or replat Lots it owns;

(n) Swimming, boating, use of personal flotation devices, or other active use of the dry ponds. 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 these ponds;

(o) Owners and occupants may not use their Lot as a timeshare, fractional ownership property, or similar shared-use arrangement where different people rotate exclusive use of the home on a fixed or flexible schedule over multiple years. Only the Declarant and its assigns are exempt from this restriction. Any arrangement that does not meet these leasing requirements is prohibited.

Leasing is allowed only if it complies with Exhibit C, Section 4, which requires that:

- All leases must be in writing; and
- The lease term must be at least six (6) months (or longer if required by the Board).

(p) The discharge of firearms within the Community is prohibited. The Association and the Board have no duty or obligation to monitor, prevent, or stop any discharge of firearms. Enforcement of criminal laws is the responsibility of local law enforcement authorities.

(q) No owner or occupant may store gasoline, heating fuel, diesel fuel, propane, or other flammable or combustible fuels on any Lot. An Owner may store a reasonable quantity of such fuel solely for:

- Emergency purposes; or
- The operation and routine maintenance of lawn mowers (N/A) and similar residential tools or equipment.

All permitted fuel must be:

- Stored in appropriate, approved containers;
- Maintained in compliance with applicable fire codes and laws; and
- Kept in a safe manner that does not create a nuisance or safety hazard.

The Association is permitted to store fuel as reasonably necessary for the operation of maintenance vehicles, generators, and other equipment used for community operations, as applicable;

(r) Lots may be used for residential purposes only. No business, trade, or commercial activity may be conducted on any Lot except as expressly permitted below. An Owner or Occupant who resides in the Lot may operate a home-based business only if all of the following conditions are met. Failure to satisfy any one of these conditions constitutes a violation.

- ***No External Evidence***

The business is not visible or detectable from outside the Lot by sight, sound, smell, signage, displays, equipment, or regular visits by customers, clients, employees, or contractors

- ***Compliance with Law***

The business complies with all applicable zoning laws, licensing requirements, and governmental regulations

- ***No Solicitation***

The business does not involve door-to-door solicitation within the Community

- ***No Excess Traffic or Parking***

The business does not, in the Board's judgment, create vehicle or pedestrian traffic, deliveries, or parking that is noticeably greater than what is typical for residential use within the Community

- ***Residential Character Maintained***

The business is consistent with the residential nature of the

Community and does not create a nuisance, hazard, offensive condition, or security concern, as determined in the Board's sole discretion

For purposes of this Section, "business" or "trade" shall be interpreted broadly and includes any ongoing occupation, work, or activity conducted from a Lot that involves providing goods or services to anyone other than the resident's immediate family in exchange for compensation, fee, or other consideration;

An activity may be considered a business regardless of whether:

- It is conducted full-time or part-time;
- It generates or is intended to generate a profit; or
- A business license is required.

The leasing of an entire Lot in compliance with the Governing Documents shall not be considered a business or trade under this Section;

This Section does not apply to activities conducted by the Declarant or a builder approved by the Declarant in connection with the development, construction, marketing, or sale of property within the Community;

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

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community;

(w) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, landscaped or grassed areas; signs; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed area of a Lot with mulch or stone; and

(x) If use of exterior decorative lights, such as holiday display creates a significantly increased traffic flow within the Community, the Lot's Owner or Occupant responsible for such display shall remove it upon request of the Board and if the Owner or Occupant does not remove such display within 30 days of the holiday, the Board may remove the display;

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

(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 Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;

(c) Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant and the Association shall have the right to draw water from such sources;

(d) Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Community; and

- satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter:
- satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement;
- antennas designed to receive television broadcast signals

(The above devices, collectively, "Permitted Devices") shall be permitted: however, any such Permitted Device must be placed in

the least conspicuous location on the Lot (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Architectural Guidelines; and

(e) Installation of exterior decorative items, including but not limited to

- Statuary
- fountains
- wishing balls,

but not including flags, political signs and/or permitted exterior decorative lights; said items may be allowable in the rear yard of the Lot, so long as said items do not exceed three feet (3 ') in height, and with the installation of said items subject to the approval of the ARC.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot 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; however, in no case shall such term be shorter than six (6) months. ***No owner shall lease any Lot without first providing all lessees with copies***

of the Governing Documents. Each lease shall require all lessees to acknowledge receipt of copies of all of all the Governing Documents and to comply with and adhere to all of the Governing Documents. ***A true copy of each executed lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease.*** This Section 4 shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section 4 are otherwise prohibited by law.