

## **Rules and Regulations**

Pursuant to Article V, Paragraphs 3(L) and (M) of the Bylaws, the Board of Directors makes the following rules and regulations that shall apply to all of the Property until such time as they are amended, modified, repealed, or limited effective as of April 1, 2023.

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

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

(a) **Parking.** Parking any vehicles on public or 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 designated parking spaces; provided, 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;

(b) **Animals and Pets.** Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that two (2) dogs, cats, or other usual and common household pets, both weighing sixty (60) pounds or less, may be permitted on a Lot; however, 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 Lots shall be removed upon request of the Board. If the pet owner fails to owner such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the boundaries of the Owner's Lot. Pets shall be registered, licensed, and inoculated as required by law;

(c) **Odors and Noise.** Any activity which emits foul or obnoxious odors outside the living unit on a Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(d) **Laws.** 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) **Hobbies.** Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Offensive Activities. 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 Lots;

(g) Burning. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a living unit on a Lot;

(h) Loud Noises. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Fireworks. Use and discharge of firecrackers and other fireworks:

(j) Dumping. 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 Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Developer-Declarant may dump and bury rocks and trees removed from a building site on such building site;

(k) Trash. Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(l) Drainage Interference. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Developer-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 Lot without the Owner's consent;

(m) Subdivision. 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 Developer-Declarant shall be permitted to subdivide or replat Lots which it owns, or for which it obtains the consent of the Owners;

(n) Use of Lakes. Swimming, boating, use of personal flotation devices, fishing or other active use of lakes, ponds, streams, or other bodies of water within the Property, and Developer-Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds, and streams within the Property for purposes of irrigation and such other purposes as Developer-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 Property;

(o) Timeshares. Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years.

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

(q) Fuel Storage. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot 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) Home Occupations. Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing at a Lot may conduct business activities within the living unit on a Lot 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 living unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Property; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, 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.

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

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

(u) Garage Conversions. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article VI;

(v) Motorized Vehicles. 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;

(w) Construction. 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 VI of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets, and similar sports and play equipment, clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.

(x) Irrigation. 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 Property, except that Developer-Declarant and the Association shall have the right to draw water from such sources.

(y) Antennas. Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Developer-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 Property; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted, *provided that* any such Permitted Device is 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 and the street, unless such screening unreasonably interferes with the use of such Permitted Device.

(z) Signs. No signs shall be displayed upon a Lot other than: (i) a sign identifying the name of the contractor, lender or architect during the construction of a Lot; provided that said sign does not exceed five (5) square feet in area; or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed five (5) square feet in area and is suspended on a wooden sign post, all as approved by the Board or architectural review committee. The provisions of this paragraph shall not apply to Developer-Declarant.

(aa) Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot unless the mailbox or receptable has been approved by the Board or architectural review committee.

(bb) Yard Decorations. Yard ornaments, fountains, statues, lights, artificial plants or other permanent outdoor decorations, unless approved pursuant to Article X.