

## EXHIBIT "C"

### Initial Use Restrictions

The purpose of Design Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of Las Calinas Estates until such time as they are amended, modified, repealed, or limited pursuant to the Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred or kept on any portion of the Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot.

Dogs and cats shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside a structure. Upon the Board's request, an Owner, at his or her expense, shall remove any pet which is permitted to roam free, or, in the Board's sole discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No pets shall be kept, bred or maintained for any commercial purpose.

(b) Wildlife. Capturing, killing or trapping wildlife is prohibited within the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets, or as permitted under section (a) of this Exhibit "C".

(c) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(d) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife or air quality within the Community, or which results in unreasonable levels of sound or light pollution.

(e) Garages. Garage doors shall remain closed at all times except when entering, exiting or otherwise actively using the garage. A garage or carport may not be converted to finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

(f) Fencing. No fence may be constructed or wire, chain link or cyclone style of fencing on any Lot. All fencing must be constructed using natural wood, solid panel PVC or wood-composite materials so as to be wooden in appearance and uniform in design and finish.. All fences must be approved in writing by the DRB prior to installation.

(g) Mailboxes. Mailboxes shall be built in accordance with the character of the subdivision and shall compliment the house and the neighborhood. The character and standard for mailboxes shall be set by Declarant or DRB within its published guidelines and standards. Any change to a mailbox shall require DRB approval.

(h) Window Treatments/Sliding Glass Door Treatments. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or for any other purpose. All draperies, curtains, shades or other window coverings or glass door screening visible from the exterior of the home shall be approved by the DRB.

(i) Swimming Pools, Pool Screening/Enclosures and Pool Equipment. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the DRB; provided however, that Declarant need not obtain DRB approval. Pool construction shall be in accordance with applicable governing agency codes. In no event shall any above-ground swimming pool be permitted. All pool equipment stored on any Lot shall be screened from view from outside the Lot. Pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. Security fencing and screen enclosures are subject to approval by DRB.

(j) Exterior Painting. Any change to the exterior color, finish or texture of any improvement located on a Lot, including, without limitation, the dwelling, the roof on any dwelling or any fence, must be approved by DRB.

(k) Exterior Lighting. Excessive exterior lighting on any Lot is prohibited. The Board in its sole discretion shall determine whether any exterior lighting is excessive. Lighting requirements may differ between Lots in different locations.

(l) Exterior Air Conditioners. Individual air conditioning units mounted through windows or walls are prohibited. Plants or opaque fencing shall screen exterior air conditioning units or heat pumps. The screening must encompass the entire height of the air conditioning unit or heat pump so as to obscure view from the street. The DRB shall approve location and screening of air conditioning units and heat pumps.

(m) Hurricane Shutters. The DRB must approve all hurricane shutters. Hurricane shutters may be put up or closed no more than 48 hours prior to the expected arrival of a named

hurricane and must be removed or opened within 72 hours after the hurricane watch or warning has expired or as the Board may determine.

(n) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited.

(o) Prohibited Conditions. The following conditions, structures or activities are prohibited on any Lot:

(i) Dog runs and animal pens of any kind, unless properly screened and approved in advance in accordance with Article IV;

(ii) Shacks or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair;

(iii) Permanent basketball goals, basketball standards or backboards which are or would be visible from any street or Common Area; provided, portable basketball goals may be used on a Lot without prior approval, but must be stored so as not to be visible from any street or Common Area overnight or otherwise when not in use;

(iv) Freestanding flagpoles; provided, flags may be displayed using a bracket or other approved device mounted to a dwelling or other primary structure on a Lot so long as the size of the flag displayed does not exceed a standard size (as set forth in the Design Guidelines or determined in the Board's discretion and set forth in a Board rule). Notwithstanding the foregoing, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, consistent with Title 36, Chapter 10 of the United States Code.

(v) Outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts unless properly screened and approved in advance in accordance with Article IV;

(vi) Outside clotheslines or other outside facilities for drying or airing clothes unless properly screened and approved in advance in accordance with Article IV;

(vii) Individual septic systems serving any Lot; and

(viii) Private wells, except as the Reviewer may permit for irrigation purposes only.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation or placement on a Lot

requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Design Guidelines.

(p) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which, in the Board's reasonable discretion, emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants and invitees of other Lots.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(q) Signs. No sign shall be erected within the Community, except those required by law, including posters, circulars and billboards; provided, the following types of signs may be erected on a Lot without the Board's written consent: (i) residential identification signs for identification of the occupant and its address, in a style designated by the Design Guidelines or approved by the Reviewer; and (ii) security signs in a style and location designated by the Design Guidelines or approved by the Reviewer. This restriction shall not apply to entry, directional and marketing signs installed by Declarant or any Declarant Affiliate, or a Builder, acting with Declarant's specific consent. The Association, with the Board's approval, shall have the right to erect signs on the Common Area. Signs advertising or identifying a Lot as being for sale or rent are prohibited.

(r) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in similar neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for such periods as are normal and customary for comparable residential communities, as determined in the Board's discretion.

(s) Antennas and Satellite Dishes. No antenna, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Design Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Las Calinas Estates, should any master system or systems be used by the Association and require such exterior apparatus.

(t) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in securely covered, scavenger-proof containers of a type, size and style which are pre-approved by the Reviewer or specifically permitted under the Design Guidelines, or as required by the applicable governing jurisdiction. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash, and garbage must be removed from the Lots and may not accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. The Board may enact such other rules and regulations concerning litter and trash control as may be necessary or appropriate to comply with the Development Order.

(u) Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive or detrimental to any other portion of the Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.

(v) Vehicles and Parking. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans and recreational vehicles.

No vehicle may be left upon any portion of the Community except in a garage, driveway or other area the Board designates. No person shall park any pick-up truck with a camper top or other raised enclosure or commercial lettering or logos, or any recreational vehicle, mobile home, trailer, camper, stored vehicle, commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle within the Community other than in an enclosed garage. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles and may be parked in driveways outside of enclosed garages. Boats or other watercraft may be kept or stored on a Lot only so long as they are screened from view from outside of the Lot. This Section shall not

apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.

Notwithstanding the above, for purposes of cleaning, loading, unloading and short-term parking, recreational vehicles may be parked outside of an enclosed garage for up to one hour within each calendar month.

(w) Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on the Lot except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval under Article IV prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (*i.e.*, is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the equipment or device complies, to the maximum extent feasible, with the Design Guidelines within the confines of the applicable governmental regulations.

(x) Invasive or Exotic Species. No Person shall use on the Lots or the Common Areas such plant species as are listed in or referenced by the Development Order as prohibited within Las Calinas Estates. Notwithstanding the foregoing, the Design Guidelines may set forth additional prohibitions on the use of plant species. The use in landscaping of any plant species shall be subject to approval in accordance with Article IV and the Design Guidelines. In addition, the import into Las Calinas Estates of any plant species used in landscaping, other than those transplanted from within the Community, shall be subject to approval in accordance with Article IV and the Design Guidelines.

(y) Use of Golf Carts. No Person may use or otherwise operate a golf cart on the streets, sidewalks, pathways, trails or other Common Areas within Las Calinas Estates; provided, such prohibition shall not apply to Declarant or its designees or assigns (which may include, without limitation, the Association).

(z) Use of Motorcycles, Motor Scooters and Other Similar Vehicles. The use or operation of motorcycles, motor scooters, motorized bicycles or skateboards, or other similar vehicles (as the Board may specifically identify, in its discretion) is prohibited within Las Calinas Estates.

**"Special Assessment"**: Assessments charged against all Owners in accordance with Section 8.3.

**"Supplemental Declaration"**: A Recorded instrument which subjects additional property to this Declaration, identifies Common Area and Limited Common Area, and/or imposes additional restrictions and obligations on the land described.

**"Surface Water or Stormwater Management System"**: A system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40, or 40-C-42, Florida Administrative Code.

**"Use Restrictions"**: The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in **Exhibit "C"**, as they may be changed in accordance with Article III or otherwise amended.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

*The standards for use and conduct, maintenance and architecture at Las Calinas Estates are what give the Community its identity and make it a place that people want to call "home." This Declaration establishes procedures for adopting, modifying, applying and enforcing such standards while providing the flexibility for community standards to evolve as the Community changes and grows.*

### **Article III Use and Conduct**

#### **3.1. Restrictions on Use, Occupancy and Alienation.**

The restrictions set forth in this Section may be amended only in accordance with Article XX.

(a) **Residential and Related Uses.** Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity:

(i) is not apparent or detectable by sight, sound or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer 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.

This Section shall not apply to restrict Declarant's activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community. This Section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing a residence is not a "business" within the meaning of this subsection.

(b) **Leasing.** For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service or gratuity. The principal dwelling on the Lot may be leased only in its entirety (*e.g.*, separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased.

**All leases shall be in writing except: (i) with the Board's prior written consent, or (ii) as Declarant authorizes in a Supplemental Declaration. In accordance with the procedures set out in Section 3.4, the Board may impose minimum lease terms of up to 12 months. Restrictions on lease terms shall not apply to Lots Declarant or its Affiliates own.**

Within ten days of a lease being signed, an Owner shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to this sub-section (b), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(c) **Maximum Occupancy.** No more than two Persons per bedroom may occupy the same dwelling on or in a Lot on a regular and consistent basis (as the Board determines).

(d) **Occupants Bound.** Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and Losses they cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.



(b) Before any Use Restriction change becomes effective, the Board shall send a copy of the new or changed Use Restriction to each Owner. The change does not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, without cost, a copy of the Use Restrictions then in effect.

(c) At least once every three years after the Class "B" Control Period ends, the Board shall present the then current Use Restrictions to the Owners for review and advice as to continued viability or necessity within the Community.

(d) No action taken under this Article shall have the effect of modifying, repealing or expanding the Design Guidelines or any provision of this Declaration other than the initial Use Restrictions. In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

### 3.5. Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in **Exhibit "C"**, the Association's actions with respect to Use Restrictions and rules must comply with the following:

(a) Similar Treatment. All Owners are similarly situated and must be treated as such.

(b) Displays. Owners' rights to display religious and holiday signs, symbols and decorations on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to such displays.

The Association shall not regulate the content of political signs; however, it may regulate the time, place, and manner of posting such signs (including design criteria).

(c) Household Composition. The Association shall not interfere with any Owner's freedom to determine the composition of his/her household, except that it may enforce the occupancy limits set out in Section 3.1(c).

(d) Activities Within Lots. The Association shall not interfere with activities within a dwelling, except it may prohibit activities within Lots not normally associated with residential property, and it may restrict or prohibit activities within any Lot that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, or that are an unreasonable source of annoyance.

(e) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may require that Owners use Association-approved lease forms (or include specific

Any act of any contractor, subcontractor, agent, employee or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Community, subject to the notice and hearing procedures contained in the By-Laws. Declarant, Declarant's Affiliates, the Association, and their respective officers and directors, shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, may, but shall not be obligated to, exercise the enforcement rights set forth above. In such event, Declarant may assess and collect Benefited Assessments against the violating Owner and assert the Association's lien rights pursuant to Article VIII. The Association hereby assigns to Declarant such rights and authority, including the right to all funds collected, and no further assignments shall be required.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevail, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. The alternative dispute resolution provisions set out in Article XIV shall not apply to actions by Declarant or the Association to enforce the provisions of this Article or the Reviewer's decisions.

## **Article V Maintenance and Repair**

### **5.1. Maintenance of Lots.**

Each Owner must maintain his or her Lot, including all structures, landscaping and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard and any other applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association under any Supplemental Declaration or additional covenants applicable to such Lot.

Each Owner must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Lot unless the Association is assigned or assumes all or part of such maintenance responsibility or it is assigned to or assumed by the Association pursuant to a Supplemental Declaration.

### **5.2. Responsibility for Repair and Replacement.**

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.