

**EXHIBIT "C"**  
**Initial Use Restrictions**

The following restrictions shall apply to all of the Residential Property until such time as they are amended, modified, repealed or limited pursuant to Article III of the Declaration.

1. General. The Residential Property 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 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 Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

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

(a) Parking any vehicles on public or private streets or thoroughfares. Vehicles of all Owners and residents, and of their guests and invitees, shall be kept in garages, carports, and driveways (and any other parking areas which may be designated or approved by the Reviewer). No commercial vehicles or equipment, mobile homes, camper shells, trailers, recreational vehicles, golf carts, boats and other watercraft, motor vehicles classed by the manufacturer rating as exceeding 3/4 ton, or inoperable vehicles may be parked or stored on any area within the Residential Property so as to be visible from neighboring property.

However, this provision shall not apply to:

(1) construction, service, and delivery vehicles during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit, the Limited Common Area, or the Common Area;

(2) pick-up trucks of 3/4 ton capacity or less with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and 18 feet in length which are parked as provided in this subsection (a) and are used on a regular and recurring basis for basic transportation; or (3) parking of construction vehicles, storage of construction materials, or installation of temporary construction shelters or facilities maintained during the period of, and used exclusively in connection with, the construction of any improvement approved by the Reviewer. Additionally, all such uses shall comply with the ordinances of the City of O'Fallon.

This provision shall not be construed to permit the parking or storage within the Residential Property of any vehicle whose parking or storage within the Residential Property is otherwise prohibited herein. Upon request, the Board may permit temporary parking on streets or other areas of the Residential Property for public or private social events or other permitted activities.

No exterior parking area (including driveways) shall be used to store junk or other unsightly material. All issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon;

(b) Constructing, reconstructing, or repairing a motor vehicle of any kind upon any Unit, Common Area, Limited Common Area, street, right of way, or other area within the Residential Property. However, this provision shall not apply to emergency vehicle repairs. All issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon;

(c) Raising, breeding, or keeping animals, birds, fowl, or livestock of any kind on any Unit or other area within the Residential property, except as otherwise expressly permitted in this Declaration and permitted under applicable law, ordinances, and regulations. If permitted, such animals must be kept, bred, or raised solely as domestic pets and not for commercial purposes. All pets must be kept, at all times, on a leash, in a fenced yard, or in a yard surrounded by an activated and operating "invisible fence" electronic restraint system. It shall be the responsibility of each Owner or resident to remove immediately any droppings from such Owner's or resident's pets on the Common Areas or Limited Common Areas. In the sole discretion of the Board, those permitted pets which 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. Pets shall be registered, licensed, and inoculated as required by law;

(d) 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;

(e) 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;

(f) 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;

(g) 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. The Board

shall determine the existence of any nuisance in conformance with a reasonable application of applicable principles of law or equity;

(h) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Unit;

(i) 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;

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

(k) 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 Residential Property, 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;

(l) Accumulation of rubbish, debris, trash, or garbage upon or adjacent to any Unit or other area within the Residential Property except between regular garbage pick ups, and then only in covered containers in conformance with the ordinances of the City of O'Fallon. No outdoor incinerators shall be kept or maintained on or in the Residential Property. However, normal construction activities and parking in connection with the building of improvements on the Residential Property shall not be prohibited by this Declaration or considered a nuisance, but Units shall be kept in a reasonably neat and tidy condition during construction periods, and trash and debris shall not be permitted to unreasonably accumulate. If a building permit is required by the City of O'Fallon for the construction or installation of any improvements, such permit must be obtained from the City of O'Fallon prior to the commencement of construction of such improvements. All construction activity shall be contained within the Unit for which the building permit has been issued unless specific authorization is obtained in writing from the Reviewer. Any Common Areas or any common areas created under any Supplemental Declaration, Limited Common Areas, adjacent Units, or streets or roadways damaged during construction shall be promptly restored to their original condition. Care shall be taken during excavation and digging to assure that trees not authorized for removal are not damaged, and no trees over eight inch caliper diameter one foot above grade shall be removed without prior written approval of the Reviewer. During construction, erosion shall be minimized through proper soil stabilization, water control, and timely revegetation. Blowing dust from grading operations must be controlled by watering. Brush, surplus soil, fill and other excavated debris must be promptly removed from any building site. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by its contractors or subcontractors. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers; however,

heavy equipment operation is prohibited between the hours of 8:00 p.m. and 7:00 a.m.;

(m) Obstructing or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that 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;

(n) Erecting, placing, or maintaining any lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals anywhere in or on the Residential Property (except for utility lines located within currently existing utility easements on the Residential Property, and except as may be required otherwise by applicable utility providers and to comply with the ordinances of the City of O'Fallon), unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures, except for boxes on the ground for electrical or communication connections, junctions, transformers, and other apparatuses customarily used in connection with such underground lines, wires, and other devices. Notwithstanding the foregoing, and except as may be required otherwise by applicable utility providers, no above ground electrical apparatus shall be installed without the approval of the Reviewer, and all lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on, or under structures approved by the Reviewer. Temporary above-ground power or telephone structures and water lines incident to construction activities, shall be permitted for a reasonable period of time and in compliance with the Residential Design Guidelines;

(o) Use of any trailer, incomplete building, tent, shack, garage, barn, or temporary buildings or structures of any kind, at any time for residence, either temporary or permanent. However, temporary buildings or structures may be used on any portion of the Residential Property for construction, repair, or sales purposes for a reasonable period of time and in compliance with the Residential Design Guidelines;

(p) Installing or maintaining any outside clotheslines or other outside facilities for drying or airing clothes within the Residential Property unless they are not visible from neighboring property;

(q) Placing, operating, or maintaining any machinery or equipment of any kind on or in the Residential Property, except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance, operation and/or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements (including, without limitation, the

golf course); and (ii) that which Declarant or the Association may require for the operation and maintenance of the Residential Property;

(r) Installing any solar panel, air conditioning unit, evaporative cooler, or other apparatus, structure, or object on the roof of a dwelling without the prior consent of the Reviewer. Any solar panel approved by the Reviewer for placement on a roof must be flush mounted. Pool equipment (including tanks, filtering, and other equipment) must be housed or screened from view;

(s) Constructing any perimeter walls, fencing and berms within the Residential Property except in accordance with the Residential Design Guidelines. All fences and berms shall be constructed and maintained in accordance with the Residential Design Guidelines for the purpose of preserving and protecting the views from adjoining properties. All fences and walls shall be constructed of wood, brick, masonry, or of other approved materials. Chain link fences, and any fences or berms adjoining the golf course, shall not be permitted, except for electronic fences for pets and in-ground swimming pool fences required by local code which shall be located to enclose the pool rather than the perimeter of the Unit. The height limit shall be four feet, as measured to the top of the fence or wall to the existing or approved finished grade. Retaining walls shall be placed upon embankments or filled areas of more than two feet;

(t) 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 Recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns;

(u) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the Residential Property, except that fishing from the shore shall be permitted with appropriate licenses, and 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 Residential Property 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 Residential Property;

(v) 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;

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

(x) Placement, installation, or maintenance of any signs (including, without limitation, commercial, political, and similar signs) which are visible from neighboring property, except: (i) signs required by legal proceedings; (ii) not more than two identification signs for individual detached Units, each with a face area of seventy-two square inches or less and not more than one identification sign with a face area of seventy-two square inches or less for each attached Unit; and (iii) Such other signs (including, without limitation, "for sale" and "for lease" signs, construction identification signs, builder's signs, directional signs, and subdivision or apartment signs) which are in conformance with the City of O'Fallon and the applicable Residential Design Guidelines, and which have been approved by the Reviewer as required hereunder;

(y) 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, leaf blowers, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV;

(z) Use, storage, or retention of any hazardous materials within the Residential Property unless such use, storage, or retention (1) is in compliance with any and all applicable environmental laws, (2) is in compliance with the other conditions and restrictions contained in this Declaration, and (3) does not, in the Board's judgment, create a hazardous condition. In addition, no person shall discharge or dispose of any hazardous materials in any portion of the Residential Property or any adjoining property. Any person violating this provision shall indemnify and hold harmless Declarant and the Association from and against any and all liability, loss, damage, cost, or expense which Declarant or the Association may suffer or pay as a result of or in connection with such violation;

(aa) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct incidental 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 applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents; (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 Residential Property which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Residential Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Residential 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. 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 Declarant or a Builder approved by Declarant with respect to its development and sale of the Residential Property or its use of any Units which it owns within the Residential Property, including the operation of a timeshare or similar program;

(bb) Capturing, trapping or killing of wildlife within the Residential Property, except in circumstances posing an imminent threat to the safety of persons within the Residential Property;

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

(dd) Conversion of any carport 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;

(ee) 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;

(ff) Any construction, erection, placement, or modification 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, 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;

(gg) Any 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 Residential 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 multipoint 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 Unit (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 Units and the street in a manner consistent with the Community-Wide Standard, unless such screening unreasonably interferes with the use of such Permitted Device; and

(hh) Filing of any applications for use permits or rezoning of any Unit with any governmental authority unless the proposed use of the property has been approved by the Reviewer (based upon the Reviewer's evaluation of the degree to which such application is consistent with the Community-Wide Standard, the Residential Design Guidelines, and the applicable zoning ordinances). This provision shall not apply or in any way limit Declarant from conveying easements or from conveying or dedicating any property to the City of O'Fallon or any other public entities. The procedures set forth in Article IV shall apply with regard to the Reviewer's review and approval relating to the matters addressed in this subsection. Approval by the Reviewer of any request made hereunder shall not be a representation or warranty by Declarant or the Association that any plats, plans, specifications, covenants, conditions, restrictions, or easements relating to such request are adequate for any use, purpose, or condition or that they comply with any applicable governmental laws, codes, rules, ordinances, or regulations.

3. Prohibited Conditions. The following shall be prohibited in the Residential Property:

(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 Residential Property;

(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 Residential Property, 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.