

EXHIBIT "C" TO:

DECLARATION OF CONDITIONS, COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR FISCHER LAKE ISLAND,  
A SUBDIVISION

RULES AND REGULATIONS

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

2. The personal property of owners must be stored in their respective Residences or in outside storage areas (if any are provided by Developer).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Residence or lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Residence, the lot or any of the windows, doors, fences, balconies, patios or other portions of the Residence or lot, except as provided in the Declaration with respect to refuse containers.

4. No Owner shall permit anything to fall, nor sweep or throw, from the Residence any dirt or other substance onto the lot or Common Areas.

5. Employees of the Association are not to be sent out by owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power or unlicensed motor vehicles, boats, recreational vehicles or trailers shall be permitted to be parked or to be stored at any place on the Property unless they are stored entirely within owner's closed garage and are not visible from outside the closed garage. No portion of the Common Areas, including but not limited to the internal road system and grassy areas, may be used for parking purposes, except those portions specifically designed and intended therefor and designated as parking areas by proper signage. Areas designated, if any, for guest parking shall be used only for this purpose and neither owners nor occupants of Residences shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration.

7. No owner shall make or permit any disturbing noises in the Residence or on the lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other owners. No owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residence or on his lot in such a manner as to disturb or annoy other residents. No owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No electronic equipment may be permitted in or on any Residence or lot which interferes with the television or radio reception of another Residence.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Residence or on the lot, except as approved by the Architectural Control Committee.

10. No owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

11. No vegetable gardens shall be permitted except in fully enclosed patio areas.

12. No commercial use, except any management or lot sales office, shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residence, on a lot or on the Common Areas, except as may be intended solely to service a gas cooking grill or in order to heat a pool or outdoor spa, in which case all such containers shall be stored completely underground.

14. An owner who plans to be absent during the hurricane season must prepare his Residence and lot prior to his departure by designating a responsible firm or individual to care for his Residence and lot should the Residence suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. There shall be no "boarding up" of houses in excess of thirty (30) total days or 10 consecutive days within any twelve (12) month period while homes are vacant. There shall be allowed storm protection, only in the event of and during the period of time a storm is likely to cause damage to a Residence.

15. An owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Residence.

16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.

17. Pets and other animals shall neither be kept nor maintained in or about the Property except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each lot. No pet shall be permitted outside of its owner's Residence unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those

portions of the Common Areas designated by the Association from time to time for such purposes.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the owner on fifteen (15) days' notice.

18. An owner shall not permit its garage door(s) to remain open during time periods other than when necessary for the ingress or egress of an automobile or while cleaning or painting the interior area of the garage.

19. Solar collectors shall be located on the solar user's lot so as not to be seen from the street and so as not to unreasonably or unnecessarily restrict or interfere with the users of other lots within the Property. The plans and specifications for all solar collection devices shall be submitted to the Architectural Control Committee. Written approval of the Architectural Control Committee must be received before constructing or installing any solar collector. Among other things, the Architectural Control Committee must consider when reviewing any request for a solar collection device, the size, design and location of the collector, as well as the reflection or glare that may be cast upon lots within the Property.

20. Every owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

21. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

22. The Stormwater Management Tract (Fischer Lake) is an unsupervised body of water. No lifeguards or water safety equipment or monitoring for natural and wildlife hazards is provided by the Developer or the Property Owner's Association with respect to Fischer Lake, the responsibility for such matters being completely and entirely upon the lot owners. Any recreation, whether it be swimming, boating, fishing or other use of Fischer Lake by the owners and their guests and invitees, specifically including children of all ages, is allowed only on an *AT-YOUR-OWN-RISK*

basis. The Developer and the Property Owner's Association specifically disclaim any responsibility or liability therefor. Any lot owner using Fischer Lake or who allows their guests and invitees, specifically including children of all ages, to use Fischer Lake, by such use agrees at such lot owner's own cost and expense to hold harmless, defend and indemnify the Developer, the Association, and the other lot owners from any and against liability of any kind whatsoever which may arise from such use whether occasioned by alleged error or omissions or otherwise.

OR 1254 PG 0173

Section 11. Collection of Assessments. The Association shall collect the Assessments of the Association.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any lot, the Developer shall not be liable for Assessments against such lots; provided that Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. The Developer may at any time and from time to time commence paying such Assessments as to lots that it or they own and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all lots within the Property are sold and conveyed to purchasers, the Developer shall not have further liability of any kind to the Association for the payment of Assessments or deficits.

Section 13. Trust Funds. The portion of all regular Assessments collected by the Association for reserves for future expenses, and the entire amount of all special Assessments, shall be held by the Association for the owners of all lots, as their interests appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

## ARTICLE VI CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of the Property but shall not be applicable to the Developer or lots/property owned by the Developer.

Section 2. Land Use and Building Type. No lot shall be used except for residential purposes. No building constructed on a lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one Residence. Temporary uses by Developer for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in any buildings erected by the Developer (except if such changes are made by the Developer) without the consent of the Architectural Control Committee as provided herein. Use of a lot and structure thereon for Association management purposes shall not be prohibited.

Section 3. Opening Blank Walls; Removing Fences. No Owner shall make or permit any opening to be made in any Developer or Association erected blank wall, or masonry wall or fence, except as such opening is installed by Developer. No such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of the owner of the adjoining lot and the Developer or the Architectural Control Committee. The Developer shall have the right but shall not be obligated to assign all or any portion of its rights and privileges under this Section to the Association.

Section 4. Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities, including but not limited to cable television and reclaimed water, are reserved as shown on the recorded Plat covering the Property and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities or cable television facilities, unless said structure, planting or other material has been so placed by the Developer or the Association or with the permission of the Architectural Control Committee. The area of each lot covered by an easement and all improvements in the area shall be maintained continuously by the owner of the lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers (if any), storm drains, and electric, telephone, cable television, and security lines, cables and conduits, under and through the utility easements as shown on the Plat. The Developer and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio television and security lines within Platted utility easement areas. All utilities and lines within the Communities, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other owners.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Property at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for such gas container as may be intended solely to provide gas to a gas grill for cooking or to be used for the heating of a pool or outdoor spa. No gas container to service a gas grill shall when completely filled weigh more than fifty (50) pounds. All gas containers to be used for the heating of a pool or spa shall be placed entirely underground and not visible whatsoever.

Section 7. Signs. No signs of any kind shall be displaced to the public view on the Property, except any sign used by the Developer to advertise the sale of lots and any Developer owned company during the construction and sales period or any sign erected by the Association to advertise or notify individuals on matters of general interest to residence of any one of the Communities. No sign of any kind shall be permitted to be placed inside a Residence or on the outside walls of the Residence building or on any fences on the Property, nor on the Common Areas, nor on dedicated areas, if any, nor on entryways or any vehicles within the Property, except such as are placed by the Developer or the Association. Owner identification and address signs approved by the Association shall be allowed on the lot. The restriction herein which prohibit or restrict signs advertising the sale

or listing of property shall be inapplicable to an institutional mortgagee which becomes the owner of a lot through foreclosure or deed in lieu of foreclosure for as long as the institutional lender owns the lot.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) household pets may be kept on a lot; provided it is not kept, bred or maintained for any commercial purpose, and provided that it does not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Common Areas, and owners shall be responsible to clean-up any such improper excretions. For purposes hereof, a "household pet" means a dog, a cat or two (2) domestic birds. Pets shall also be subject to applicable rules and regulations.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 11. Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile home, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Property, nor in dedicated areas unless they are stored entirely within owner's closed garage and are not visible from outside the closed garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. No on-street parking shall be permitted. Boats may be kept at approved docks, either in the water or on davits.

Section 12. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited, except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by the Developer or except as approved by the Architectural Control Committee as hereafter provided.

Section 14. Outside Drying. Outside clotheslines or drying stands shall be located so as not to be visible from any street or other lots or from the water area.

Section 15. Exterior Antennas. No exterior antennas, including satellite dishes, in excess of 24 inches in diameter, shall be permitted on any lot or improvement thereon, except as approved by the Architectural Control Committee, except that the Developer or the Association shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 16. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer during construction periods or approved by the Architectural Control Committee.

Section 17. Post Lamp. Each lot on which there is a Residence shall have a post lamp located in the front yard. The post lamp shall be installed prior to the issuance of the Certificate of Occupancy for the Residence. The post lamp shall be operated by either a photo cell or light switch or both. The post lamp is required to be lighted during all non-daylight hours. The location and intensity of the light shall be subject to approval of the Architectural Control Committee.

Section 18. Small Portable Boats. Small boats that do not exceed twelve (12) feet in length (no restrictions on the length of canoes) may be utilized within the Property water areas provided, that they are not powered by combustion engines. Combustion engines are prohibited in all water areas. Such craft are to be owned and operated only by the owners of waterfront lots. In no event shall the craft be repaired or maintained in the lake, or material infused thereof in the lake water. The waterside area of a lot and maintenance thereof is the responsibility of the lot owner, and it shall be maintained in conformance with reasonably established standards for the whole of their perimeters as to appearance, condition and uniformity. Waterside docks with davits thereon shall be allowed in accordance with uniform standards to be set by the Architectural Control Committee and the dock shall not exceed two hundred (200) square feet in area and must run parallel to the shoreline. A covered dock or covered boat house is prohibited. The ability of a lot owner to have a dock is subject to review, approval and issuance of all of the necessary permits from those governmental agencies that have jurisdiction over the construction of docks.

Section 19. Owner's Responsibility. All maintenance of the lot shall be the responsibility of the owner of such lot. Each owner shall maintain in good repair and appearance all improvements and landscaping within his lot and any easement or drainage areas located therein. No changes can be made to the existing slope, contour or depth of the water bodies.



shall include at least eight (8) trees of eight foot (8') height each, distributed upon the entire lot. Costs expended in installing any irrigation systems or wells are not to be considered as offsetting or reducing any part of the landscaping funds required to be expended by owner for landscaping purposes. Building elevations visible from the street shall be complemented by an acceptable planting of shrubbery. Air conditioners shall be screened by approved fences or plantings.

Section 7. Fences. No wall (other than dwelling walls) or fence shall be constructed to a height of more than six feet (6') feet above ground level of adjoining lots. No wall or fence of any height shall be constructed on any lot until the height, type, design, construction material and approximate location thereof shall have been approved in writing by the Architectural Control Committee. No wall or fence shall be erected or placed within the front setback area of any lot unless the wall or fence is ornamental and a desirable feature and in no event will impair the general scheme or theme of the Property. The Architectural Control Committee, in its discretion, may approve minor projections above the restricted heights for architectural features and may also authorize the erection of a fence, construction of a wall, or maintenance of a hedge having a height in excess of six feet (6') on the condition that the Architectural Control Committee determines, in its discretion, that such additional height shall not serve to unreasonably restrict or block the view of adjoining or adjacent lot owners or otherwise materially impair the landscaping theme for the Property or the property rights of other owners.

Section 8. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all Residences on all lots may be maintained as that originally installed, without prior approval by the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 9. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls except as part of a central air-conditioning/heat unit. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Committee for energy conservation purposes.

## ARTICLE VIII ENFORCEMENT

Section 1. Compliance by Owners. Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

