

EXHIBIT "C"

Initial Rules for The Residential Community at Avimor



The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not to enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of the Residential Community until such time as they are modified pursuant to the Charter.

1. **General.** The Residential Community 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 the Founder to assist in the sale of property described in Exhibit "A" or "B"; offices for any property manager retained by the Association; business offices for the Founder, the Association, the Avimor Stewardship Organization, Inc., or the Community Conservation Director; and offices and facilities for the provision of public services, including emergency medical services, fire protection services, security and sheriff's services, or a library) consistent with this Charter and any Supplement.

2. **Trash Containers and Collection.** No garbage or trash shall be kept on any Unit except in covered containers of a type, size and style that have been approved by the Founder or the Design Review Committee. Except on trash collection days, the containers must be stored inside garages or exterior storage facilities approved by the Founder or the Design Review Committee. The containers may be stored on the exterior portions of the Unit if they are entirely concealed by an approved screen wall.

3. **Pets.** Residents may keep a reasonable number of generally recognized household or yard pets. Residents may not keep or raise animals for commercial purposes, and pets are not permitted to make an unreasonable amount of noise or become a nuisance to neighbors. When outside the Unit, pets must be kept on a leash, and pets that are allowed to roam free may be removed upon the Board's request. Also, no structure for housing pets may be visible from adjacent Units, streets, or Common Areas unless approved by the Founder or the Design Review Committee. Pet owners shall respect the property of other Owners by controlling their pets and by picking up their pet's waste while walking or exercising their pets throughout Avimor.

4. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained on or about the exterior of any Unit, except machinery or equipment used during the period of construction or equipment used while maintaining the Unit, structure, or landscaping. When not in use, the equipment must be stored inside a structure or behind a screen wall that entirely conceals the equipment.

5. **Parking – Vehicles, Campers, Boats and RVs.** Unless expressly authorized by the Board, and then subject to any conditions imposed, parking any vehicles on public or private streets, thoroughfares, and/or alleys is prohibited. Exceptions are made for temporary guests and/or visitors for a period of time not to exceed four days. Additional exceptions shall be made for construction, service, and/or delivery vehicles during daylight hours and for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area.

Commercial vehicles, motor vehicles exceeding one ton, mobile homes, recreational vehicles, travel trailers, campers, boats, watercraft, golf carts or other similar vehicles may not be parked, maintained or repaired on any Unit, street, alley, or thoroughfare so as to be visible from adjacent Units, Common Areas or streets, except as otherwise provided in the Charter. An exception to this rule shall exist for the temporary loading and unloading of such vehicles. Temporary parking shall not exceed two days.

Any inoperable vehicle of any kind must be stored in an enclosed garage or facility and cannot be visible from adjacent Units, Common Areas, or streets.

6. **Building Repair.** No Owner or resident shall allow any building or structure on his or her Unit to fall into such a state of disrepair that it creates an eyesore. In the event any building or structure is damaged or destroyed, the Owner is responsible for immediate repair, reconstruction or removal of the structure.

7. **Nuisance.** No Owner, resident, guest, or invitee shall engage in any activity that emits foul or obnoxious odors outside the Unit, creates noise or other conditions that tend to disturb the peace or threaten the safety of others, and/or tends to cause embarrassment, discomfort, annoyance, or nuisance to other Persons.

8. **Exterior Storage.** Exterior storage facilities are not permitted unless plans and specifications for the facility is submitted to the Founder or Design Review Committee, whichever is applicable, pursuant to Chapter 5 of the Charter for review and approval.

9. **Gazebos and Trellises.** All gazebos and trellises visible from adjacent Units require the prior written approval of the Founder or the Design Review Committee. If a gazebo roof is made of trellis material, it must be painted a color that is complementary to the color of the residence. Any other roof on a gazebo must match the style and color of the roof on the residence or otherwise be of a complementary style and color. Gazebo height shall be restricted to limit its affect on adjacent Units. All permitted trellises shall be painted a color that is complementary to the color of the residence or may be left in their natural wood color, provided they are sealed and maintained to protect them from the natural elements. All wooden elements or structures must comply with the Avimor Fire Management Plan.

10. **Signage.** No signage will be permitted except temporary construction signs, real estate signs, or other signs approved by the Founder or the Design Review Committee. All signs are subject to review and approval by the Founder or Design Review Committee. Construction signs may not exceed an overall area of 4 square feet. A real estate “for sale” or “for lease” sign may not exceed 4 square feet and the sign must be mounted so that the bottom of the sign is no more than two feet above the ground. Additionally, a Unit may not contain more than one real estate sign. All other signs may not exceed an overall area of 108 square inches. All signs shall be mounted on wood posts. Signs shall be removed from a Unit within 10 days after such sign’s intended use is completed.

Any political signs are subject to time, place, and manner restrictions.

Signs for garage sales, estate sales, moving sales, etc., will be allowed only while the sale is taking place. The resident will be permitted the use of three signs no larger than 108 square inches each. Members will be allowed only one annual sale of personal property. The sale will be held only on a Friday and Saturday between the hours of 8:00 a.m. and 4:00 p.m. on a day of the resident's choice. There will be no additional signs placed within the boundaries of the Residential Community. Sign placement must comply with local codes.