

--

EXHIBIT "C"

Initial Rules and Regulations

The following rules, regulations and restrictions shall apply to Tidal Walk until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration.

1. Residential Purposes. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any community manager retained by the Association, and business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities and Prohibited Conditions. The following activities and/or conditions are prohibited within the Community *unless expressly authorized in writing by the Board*, and then, subject to such conditions as the Board may impose:

(a) Exterior Additions or Alterations. Construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portion of a Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, conversion of any carport or garage to finished space for habitable use, modification of any landscaped or grassed areas, removal of trees, signs, permanently installed basketball hoops, swing sets, and similar sports and play equipment (although trampolines are expressly prohibited); clotheslines, garbage cans, woodpiles, in-ground swimming pools (above ground pools being expressly prohibited), front and side yard garden statuary, fountains or sculptures, or docks, piers, and similar structures, hedges, walls, animal runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed area of a Unit with mulch or stone. Fences are subject to the additional provisions set forth below. White garden rock of any size is expressly prohibited within any landscaping.

(b) Vehicles. Parking any vehicles on streets, thoroughfares or Areas of Common Responsibility (with exception of designated parking areas) and parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, snowmobiles, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, however, (1) 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 Unit or Area of Common Responsibility; and (2) parking and storage of boats shall be subject to the additional provisions set forth below. Light commercial vehicles (i.e., commercial carrier vehicle with a gross vehicle weight of not more than 3.5 tons) and trucks bearing USDOT Classifications 1 - 4 (but not greater) will be allowed, provided they are parked in a garage where possible, and not on lawns or in back yards, or on streets except for limited durations while maintenance is performed. No overflow car, RV, boat or trailer parking, or any overflow parking, will be allowed at the amenity center or other Common Areas.

(c) Motorized Vehicles. Operation of motorized vehicles with exception of those designed for use by handicapped persons, including, without limitation, any golf carts, electric or gas powered scooters, four-wheelers, ATVs, go-carts, or similar vehicles, on any walking or jogging trails, sidewalks or other pathways intended for pedestrian traffic.

(d) Animals. Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets (the combined number of such animals not to exceed three (3)) may be permitted in a Unit. All pets shall be reasonably controlled by the Owner whenever outside of a Unit, and shall be prohibited from roaming free, making objectionable noise or odors, and endangering the health or safety of, or otherwise constituting a nuisance (e.g., barking or other acts) or inconvenience to, the occupants of other Units, all as determined by the Board in its sole discretion. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Community, or is destructive to wildlife, such animal shall be removed from the Community. Pets violating the foregoing shall be removed upon the Board's request, and if the pet owner fails to honor such request, the Board may remove the pet at the pet owner's expense. Animals shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any pet while walking such pet on any Common Areas. Owners shall be responsible for all of the pet's action. Pets shall be registered, licensed, and inoculated as required by law. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Community, or is destructive to wildlife, such animal shall be removed from the Community. Without limiting the foregoing, chickens, livestock, or poultry of any kind shall not be considered usual and common household pets, and shall be prohibited within the Community.

(e) Nuisance or Offensive Activities. Any noxious or offensive activity which, in the reasonable determination of the Board, tends to cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other Units or persons using the Area of Common Responsibility or other conditions which tend to disturb the peace of or threaten the safety of the occupants of other Units or persons using the Area of Common Responsibility. Without limiting the generality of the foregoing, any activity which emits foul or obnoxious odors outside the Unit, barking dogs, or the 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) are prohibited.

(f) Illegal Activities. Any activity which violates local, state, or federal laws or regulations.

(g) Unsanitary Activities. Any activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit, including, without limitation, accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers. Such containers shall be either kept behind the home and not seen from street, or kept inside, except as reasonably necessary for garbage pick-ups (with containers to be deposited curbside not earlier than one day before scheduled pick-up and removed the same day as scheduled pick-up);

(h) Burning. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit. The foregoing shall not prohibit the installation and use of outdoor fire pits and fireplaces constructed, installed and maintained with a Unit's back yard as may be approved by the ARC, provided any such fires are controlled, conducted and monitored in compliance with all applicable laws and any additional rules and regulations imposed by the Board, and are safely contained within such fire pits and fireplaces as are approved by the ARC, but in no event shall any Owner install or place any fire pit, or otherwise ignite a fire, within the Common Areas;

(i) Firearms/Fireworks. Discharge of firearms, firecrackers, fireworks or other explosive devices.

(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 Common Areas of the Community, 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;

(k) Storage. 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 for 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. This provision shall not apply to any underground fuel tank authorized pursuant to Article V.

(l) Wildlife. Capturing, trapping, or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community, and except for fishing in designated fishing ponds within the Community, if any, in accordance with applicable law and any rules and regulations imposed by the Board.

(m) Environment. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community.

(n) Drainage. Obstruction or rechanneling drainage flows after location and installation of drainage swales, 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;

(o) Irrigation Systems. Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant and the Association shall be permitted and shall have the exclusive right and easement to draw water from such sources within the Community for purposes of irrigation and such other purposes as Declarant or the Association shall deem desirable;

(p) Bodies of Water 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 Community.

(q) Time-Sharing. 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.

(r) Business or Trade. Any business, trade or similar activity, except that an Owner or occupant residing in a Unit may conduct 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 zoning requirements for the Community; (iii) the business activity does not involve door-to-door solicitation of residents of the Community; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community which is noticeable 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 Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Community, 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 Community or its use of any Units which it owns within the Community, including the operation of a timeshare or similar program.

(s) Subdivision of Property. 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.

(t) General. 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 Community;

(u) Unightly Structures. Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;

(v) Exterior Antennas. Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that (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; and (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, are referred to herein as "Permitted Devices") shall be permitted; however, any such Permitted Device must be placed in the least conspicuous location on the Unit back yard at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property, and is installed and maintained in a manner consistent with the Community-Wide Standard and the Architectural Guidelines, as reviewed and approved by the ARC pursuant to Article V. Notwithstanding anything contained herein to the contrary, Declarant and the Association shall have the right, without obligation, to erect or install and maintain satellite dishes, antennas, or similar devices for the benefit of all or a portion of the Community.

(w) Exterior Decorative Items. Installation, display, or presence of exterior decorative items, including, but not limited to, statuary, wishing balls and fountains are prohibited in front yard and cannot be seen from street. Yard flags are prohibited but flags attached to a dwelling are allowed with Board approval.

(x) Boats. Boats and other watercraft shall not be stored on the driveway or in the front yard of any Unit, but may be stored in the Unit's back yard provided that the same is screened by a six feet (6.0') Dog Eared style privacy fence constructed of stained, treated wood, running the length of the side and back yards, and provided, further, that the ARC approves such storage in advance. If boat is visible over the fence from the street, it must be covered completely by a black tarp. All outrigger fishing equipment must be taken down when the boats are stored even if a tarp is not needed. Boat trailers shall not be parked on the street at any time, nor in the Unit's driveway for longer than 24 hours within any consecutive 7-day period.

(y) Yards; Landscaping; Outbuilding; Driveways. No rocks or gravel of any kind can be used in any landscaping. Single family detached dwellings may request change to bark mulch or mulch as long as the color is that approved by the ARC. Single standing mail boxes are prohibited, and cluster-type mail boxes shall be used for all residents. Storage sheds may be approved by the ARC for single family detached dwellings, provided they contain not more than 150 square feet of single-story space and are surrounded by privacy fence installed in compliance with these rules. Storage sheds and outbuildings must be made of same material as the dwelling, including roof shingles, and use matching colors with the dwelling colors. Those Owners with a boat in the backyard may apply to the ARC to install concrete ribbons, but gravel and stone are not allowed.

(z) Fences. Under no circumstances shall the ARC approve the erection or construction of a fence that does not meet the following minimum requirements:

(i) Fences must extend from the rear corners of the dwelling, backyard only, be installed on the property line and tie in with neighbor fences.

(ii) Fences must be constructed of natural treated wood, stained, and either be four feet (4.0') dog eared style or six feet (6.0') privacy fences, extending from the rear corner of the dwelling to the rear property line, except that four foot (4') black, aluminum powder-coated picket fences may be accepted for single family detached dwellings and small pet areas.

(iii) Single or double five feet (4.0 or 5.0') gates are allowed but no wider.

(iv) Privacy fences may not block the view of the water or pond for surrounding neighbors.

3. Leasing of Units. "Leasing," for purpose 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; however, in no case shall such term be shorter than twelve months. 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 Governing Document.