

Additional language indicated by underlining.  
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**EXHIBIT "C-1"**

**Initial Use Restrictions**

The following restrictions shall apply to the Community ~~all of the Properties~~ until such time as they are amended, modified, repealed or limited by Use Restrictions of the Association adopted pursuant to Section Article 9 of the Declaration or as otherwise provided in the Declaration. The Board of Directors is sometimes referred to herein as the "Board".

1. General: The ~~Properties~~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 any real estate broker retained by the Declarant and/or a Builder to assist in the sale of property described on Exhibit "A", offices for any property manager retained by the Association, and business offices and construction areas for the Declarant, Builder, or the Association) consistent with this Declaration and any amendment Supplemental Declaration.

**Note: A new Section 2 is created and the remaining Sections are renumbered accordingly.**

2. Household Composition. The Association shall not interfere with the freedom of Owners to determine the composition of their households, except that Units shall be occupied by a Single-Family; the Board of Directors shall have the authority to limit the total number of occupants in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area. A family member must be at least 21 years of age to occupy a Unit for more than 7 days unless the Owner or a Primary Occupant who is 21 years of age or older is also present in the Unit. However, the preceding sentence shall not prevent a family member who is at least 18 years of age from occupying a Unit with his or her minor child.

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

(a) Parking of any vehicles is:

(i) prohibited on public or private streets or thoroughfares within the ~~Properties~~Community during nighttime hours except for construction vehicles

of the Declarant or Builders which may be parked in the streets of a construction area until 100% of the property described on Exhibit "A" of the Declaration has been developed and conveyed to Owners other than the Declarant or Builders,

(ii) parking of commercial vehicles or equipment, mobile homes, recreational vehicles, pickup trucks, panel trucks, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles anywhere within the ~~Properties~~Community other than in enclosed garages is prohibited; provided, 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 the Common Area, and recreational vehicles and boats may be parked in driveways for not more than 24 hours while loading and unloading, which shall not occur more than twice per month.

(iii) the overnight parking of more than three (3) vehicles in the driveway of a Parcel containing a leased Unit is strictly prohibited.

- (b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, 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. ~~Dogs shall be kept on a leash or otherwise.~~ Pets shall be kept on a leash or confined in a manner acceptable to the Board whenever outside the Unit. Pets shall be registered, licensed and inoculated as required by law. Pet owners are required to pick up after their pets and properly remove and dispose of their waste;
- (c) 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;
- (d) 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;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the ParcelUnit;
- (f) ~~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.~~ Nothing

shall be done in the Community which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, abusive, threatening or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. No person shall interfere with the Association's Directors, officers, committee members, property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the Governing Documents, contracts, statutes and ordinances, as applicable;

- (g) Outside burning of trash, leaves, debris or other materials; ~~except by the Declarant or a Builder~~
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable annoyance or nuisance to occupants of other Units in the Board's judgment, except alarm devices used exclusively for security purposes;
- (i) Posting or maintaining any sign, banner or advertisement, unless approved by the Association Reviewer under Section 5 of the Declaration and the Architectural Design and Construction Standards Article IV and maintained in a manner consistent with the Architectural Design and Construction Standards and any applicable governmental regulations. **However, any Owner may display a sign of reasonable size provided by a contractor for security services within 10' of any entrance to the Unit;**
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, storm drain or lake, or elsewhere within the PropertiesCommunity, 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 to the extent permitted by governmental authorities;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Subdivision of a ParcelUnit into two or more ParcelsUnits, or changing the boundary lines of any Parcel Unit after a subdivision plat including such ParcelUnit has been approved and filed in the Public Records; ~~except that the Declarant shall be permitted to subdivide or replat Units which it owns~~

- (m) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the PropertiesCommunity, except that the Private Amenities Ownery, 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 the Declarant may draw water from lakes, ponds and streams within the Properties 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 PropertiesCommunity;
- (n) 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~~
- (o) Use and discharge of firecrackers and other fireworks; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (p) 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 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 installed pursuant to Section 5 of the Declaration~~Article IV~~;
- (q) Any business, trade, garage sale, moving sale, rummage sale, 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 PropertiesCommunity;
  - (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the PropertiesCommunity; and
  - (iv) the business activity is consistent with the residential character of the PropertiesCommunity and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other

residents of the PropertiesCommunity, 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.

The 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 the Declarant or a Builder approved by the Declarant with respect to its development and sale of the PropertiesCommunity or its use of any Units which it owns within the PropertiesCommunity, ~~including the operation of a timeshare or similar program;~~

- (r) Capturing, trapping, or killing of wildlife within the PropertiesCommunity, unless ~~authorized by the Declarant or~~ done by the Association or its vendor, but consistent with any applicable statutes and ordinances;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PropertiesCommunity, or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area in any Unit without prior approval pursuant to Section 5 of the Declaration Article IV, provided that use of such areas shall be permitted by a Builder during the construction and marketing of any portion of the PropertiesCommunity;
- (u) Operation of motorized vehicles, ~~golf carts,~~ or similar items on public or private roads, streets, pathways, bike trails, or trails maintained by the Association, ~~except that golf carts may be operated on cart paths intended for such purposes;~~

Private golf carts may be operated on the community roads, subject to the Governing Documents, applicable Florida Statutes, and the following conditions:

1. Golf carts must be registered with the Association using Association approved forms.
2. When registering, private golf cart owners must provide proof of insurance, include the Association as a named insured, and sign a liability waiver for the Association. Insurance shall be renewed and a current certificate provided to the Association annually.
3. Minimum age allowed for golf cart drivers is 14 years of age.
4. Golf carts are to be used sunrise to sunset only, unless the golf cart is equipped with: (a) headlights; (b) tail-lights; (c) windshield; and (d) horn.
5. Low Speed Vehicles (LSV) are NOT allowed. The maximum speed allowed for a golf cart is 20 MPH.
6. Golf cart privileges may be revoked at the discretion of the Board of Directors.

**Note: A new subsection (v) is created and the remaining subsections are re-lettered accordingly.**

- (v) All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area and all vehicles regularly operated in the Community must have an access bar code application affixed to the vehicle. Each bar code shall be registered with the Community's access control and shall not be shared with any other vehicle, nor shall any Lessee or other occupant allow any other person to use the bar code without gate control approval;
- (w) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit or on a Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 5 Article IV of the Declaration and the Architectural Design and Construction Standards. 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. Fences may be permitted in accordance with the Architectural Design and Construction Standards. To the extent lawful, no clothing, laundry or wash shall be air dried on any portion of a Parcel which is visible from adjacent Parcels or streets. To the extent that the reviewer of a request for any foregoing permits antennas or satellite dishes within the Properties, such shall be restricted to a size of 40 inches or less and be located or screened from view from the streets, adjacent Units or Common Area;

(x) Unless otherwise provided by law, placement of antennas, satellite dishes, or other apparatus for the transmission, reception, or communication of television, radio, satellite, or others signals shall be restricted as set forth in Section VI of the Architectural Design and Construction Standards ~~except for one small receiver which may be located in the side or rear yard, installed adjacent to the residence, and integrated with the residential structure and landscaping. Unless otherwise provided by law, dishes shall not exceed 40 inches in diameter. Any such devices shall be screened or landscaped from view from the street and adjacent Units;~~

(y) Changing, altering, impeding, dumping, or otherwise interfering with the flow and volume of water in any portion of the Surface Water Management System; and

(z) Hurricane Shutters: Any hurricane shutters or other protective devices visible from the outside of a Unit shall be of a model, color, and style as approved by the Architectural Design Review Committee in compliance with the provisions of Section 5 Article IV of the Declaration and Section VI of the Architectural Design and Construction Standards and operated in accordance with the Architectural Design and Construction Standards. ~~Hurricane shutters that are clear or of a color coordinated with the exterior color of the Unit may be installed or left closed as desired, at the Owners' discretion. Notwithstanding anything to the contrary, all galvanized metal hurricane shutters that have not been painted to coordinate with the exterior color of the Unit may be installed or closed up to five (5) days prior to the expected arrival of a hurricane and must be removed or opened within five (5) days after the end of the hurricane watch or warning, or as the Board may determine otherwise.~~

~~(y) Holiday lighting and decorations on the exterior of Units except for lighting and decorations that are displayed in commemoration or celebration of publicly observed holidays. Such lighting and~~

~~decorations may not be displayed more than six weeks in advance of the holiday and must be removed within 30 days after the holiday has ended.~~

4. Prohibited Conditions: The following shall be prohibited within the PropertiesCommunity:
- (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 PropertiesCommunity;
  - (b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;
  - (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 PropertiesCommunity, ~~except that Declarant, and its designees shall have the exclusive right to draw water from such sources and to reduce the level of such bodies of water, if and to the extent of such permits~~ except to the extent authorized by the Water Use Permit granted by the South Florida Water Management District; and
  - (d) No Owner of a lakefront ParcelUnit may construct or install a fence in the rear yard of his/her ParcelUnit. The Board may adopt additional restrictions with regard to the improvement of lakefront ParcelsUnits.
5. Leasing of Units. As set forth in Section 1.16 of the Declaration, "Leasing," ~~for purposes of this paragraph,~~ is defined as the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration, including a house swap, barter, license of use through Airbnb or other similar service, charitable donation, business "perk" or similar arrangement that involves consideration other than rent. The leasing of Units is also subject to Section 12 of the Declaration. ~~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. No Owner may lease his/her Unit more than four times in any calendar year. The first day of occupancy under the lease shall determine in which calendar year the lease occurs. The minimum leasing term is 30 days. No lease may be for a period of more than one year. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the Lessee(s) is permitted. The total number of overnight occupants of a leased Unit is limited to 2 persons per bedroom. In addition to the requirements in 3(v) above, Lessees are required to purchase a bar code application at a cost determined by the



Association from time to time. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. The Board may also require that an Owner utilize an approved form lease addendum. Notice of any lease, a copy of the lease, together with such additional information, payment of fees, or other matters as may be required by the Board, shall be given to the Board by the Owner at least 30 days prior to the first day of occupancy under the lease, as set forth in Section 12.1(A) of the Declaration within 10 days of execution of the lease or prior to occupancy, whichever shall occur first. The Owner must make available to the lessee copies of the Governing Documents Declaration, By Laws, and including the Use Restrictions for Lessees (Exhibit C-2).

6. Recreational Equipment: The location of recreational equipment and buffering of same by landscaping is regulated by the Architectural Design and Construction Standards.
7. Displays: The rights of Owners to display religious and holiday symbols inside Units or affixed to the mantel or frame of the door, and decorations of the kinds normally displayed in residential dwellings shall not be abridged, except that the Board of Directors may adopt time, place and manner restrictions with respect to displays visible from outside the Unit. Holiday lighting and decorations on the exterior of Units (except for lighting and decorations that are displayed in commemoration or celebration of Federal observed holidays) may not be displayed more than six weeks in advance of the holiday and must be removed within 30 days after the holiday has ended. Decorative items (statuary, potted plants, etc.) are regulated by Section VI of the Architectural Design and Construction Standards.
8. Exterior Objects: No objects, furniture, materials, or other elements may be placed, stored or allowed to remain on any part of a lot exterior if visible from the street or neighboring property, without approval of the ARC.
9. Solid Waste: All areas of your property are to be maintained in a neat and orderly appearance. Lawns and shrubs are to be trimmed and dead plant material and branches are to be removed. All trash, garbage and recyclables must be kept in covered containers which must be kept in the garage and placed at curbside not sooner than 6 pm the evening prior to collection.
10. Mailboxes: One uniform mailbox was provided to each homeowner within the Renaissance community when the home was originally constructed by the building contractor. It is the responsibility of the homeowner to maintain the integrity of the mailbox and structure within the guidelines set in the Architectural Design and Construction Standards. No alteration in the exterior appearance of any mailbox shall be made without written approval of the ARC.

11. Use and Occupancy of the Units.

(a) Occupant. For purposes of this section only, an "occupant" is defined as a person and shall include an Owner, Primary Occupant (designated as required by Section 13.1(A) of the Declaration), Lessee, and an Owner's or Lessee's family members, guests, and invitees who enter upon the Common Area at the invitation of an Owner or Lessee (or their respective families) for the purpose of visiting the Unit Owner or Lessee (or his respective family), inhabiting with the Unit Owner or Lessee or utilizing the Association Property. Use or visitation without consideration (payment) including a house swap, barter, license of use through Airbnb or other similar service, charitable donation, business "perk" or similar arrangement that involves consideration other than rent, distinguishes a guest usage from a tenancy. "Consideration" includes a house swap, barter, license of use through Airbnb or other similar service, charitable donation, business "perk" or similar arrangement that involves consideration other than rent. Occupants shall be regulated as follows:

(b) Board's Authority to Restrict Occupancy of the Units. The Association, through the Board of Directors, shall have the authority to deny any occupant from entering upon Association property based upon, without limitation, those criteria in Section 12.1(C) and 13.2(E) of the Declaration.

(c) The Association may or may not become aware, either independently or otherwise, of the background of any occupant. The Board shall have no duty to act and may exercise its ability to restrict occupancy in the community only if, and upon the occasion that the Board becomes aware there is justifiable cause to prevent an occupant from entering upon Association property.

(d) The Association shall have the authority to employ background checks on occupants in the community. However, the Association shall not have an obligation to conduct background checks, nor shall the Association have an obligation to employ background checks if the Board determines that it is impracticable or unfeasible to conduct background checks on occupants in the community.

(e) Guests may occupy a Unit for a maximum of 10 days without the Owner or Primary Occupant being present. If the occupancy period is to exceed 10 days, then prior to occupancy the Owner shall give to the Board or its designee written notice as outlined in Section 12 of the Declaration. If the occupancy period is not anticipated to exceed 10 days, but in fact exceeds 10 days, the Owner shall give to the Board or its designee written notice as outlined in Section 12 of the Declaration.

(f) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Section.