

## EXHIBIT "C"

### AMENDED AND REINSTATED STONEMILL CREEK USE RESTRICTIONS & RULES

Each owner of a lot shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the owner as if the Owner committed the violation in conjunction with the owner's family, guests, tenants or Occupants.

The following restrictions shall apply to all of the Properties until such times as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article X of the Declaration.

(a) **Use of Lots**

(i) **Residential Use.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:

- (A) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
- (B) The business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;
- (C) The business activity conforms to all zoning requirements for the Community;
- (D) The business activity does not increase traffic in the Community in excess of what would normally be expected for residential dwellings in the Community without business activity (other than by deliveries by Couriers, express mail carriers, parcel delivery services, and other such similar delivery services) The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Associations ability to obtain insurance coverage;
- (E) 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 of the Community, as determined in Board's discretion; and
- (F) The business activity does not result in a materially greater use of common area facilities or Association services.

(ii) **Number of Occupants.** The number of occupants residing in a home shall be limited to the more restrictive of the following: (i) Cobb County Code; or (ii) The maximum number of occupants per dwelling shall not exceed an average of two persons per bedroom, as a 'bedroom' is designated and defined in the construction plans of the dwelling.

If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

- (b) **Landscaping.** No construction or alteration of any structure on the Lot, including by the way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse, or bathhouse, cage, covered or uncovered patio, pool, hot tub, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway or any other temporary or permanent improvement to such Lot; any excavation, grading, fill ditch, diversion dam or other thing, object, or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters change in grade at any point on a Lot of more than six (6) inches shall take place without the prior written approval of the Architectural Control Committee (“ARC”) of plans and specifications for the landscaping to Accompany such construction or alteration. Guidelines for landscaping may be included in the design standards.
- (c) **Outbuildings and Similar Structures.** No structure of a temporary nature, unless approved in writing by the ARC shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, carport, barn or other structure may be used as a residence, either temporarily or permanently. However, this subparagraph shall not be construed to prevent owners from maintaining or building garages that may be detached from the dwelling on a Lot, if pre-approved in writing by the ARC. Further, no permanent structures shall be constructed within ten (10) feet of the edge of a permanent sanitary sewer easement (SSE) located in front or rear setbacks, within twenty (20) feet of a SSE located in side setbacks.
- (d) **Temporary Buildings.** No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in Accordance with plans and specifications therefore pre-approved in writing by the ARC . No contractor or builder shall erect on any Lot any structure of a temporary nature for use in connection with construction on such Lot.
- (e) **Setbacks.** No dwelling, or any portion thereof, shall be erected within the setbacks as stated in the Cobb County Code, **currently defined as** less than thirty-five (35) feet from the front line of Lot, thirty five (35) feet from the rear line of the Lot and ten (10) feet from either side of a Lot side line. Each dwelling which is erected on a Lot shall be situated on such Lot in Accordance with the buffer zones, and the building and setback line shown on the recorded plat, and in no event shall any dwelling be erected upon any Lot in a manner which violates such building and setback lines. Any exception to this section of the HOA Rules must be p r e - approved in writing by the ARC and any other property owner affected.
- (f) **Fences.** Except for the maintenance of the fencing originally installed by the Declarant, no fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of the plans and specifications for such fences and walls. Guidelines related to the design, location and use of fences and walls may be included in the design standards. Owners desiring to erect a fence shall submit a detailed drawing of the structure showing its relationship to all property lines.

- (g) **Roads and Driveways.** No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ARC of plans and specifications for such roads and driveways. All driveways must be finished in a material specified in the design standards. Guidelines relating to the design and location of roads and driveways may be included in the design standards.
- (h) **Air-Conditioning Units.** Except as may be permitted by the design standards or pre-approved in writing by the ARC, no window air conditioning units may be installed.
- (i) **Lighting.** Except as may be permitted by the design standards or pre-approved in writing by the ARC, permanent exterior lighting visible from the street shall not be permitted except for (1) approved lighting as originally installed on a Lot, (2) decorative post light, (3) architectural lighting, street lights in conformity with an established street lighting program for the Community, (4) reasonable seasonal decorative lights between Thanksgiving Day and January fifteenth.
- (j) **Artificial Vegetation, Exterior Sculptures, and Similar Items.** No artificial vegetation, with the exception of seasonal wreaths and seasonal decorations that must be removed by the end of the specific holiday, shall be permitted on the exterior of any property, exterior sculptures, fountains, and similar items unless pre-approved in writing by the ARC. No awnings, shades or window boxes shall be attached to or otherwise placed on the exterior of any structure on a Lot without the prior written consent of the ARC.
- (k) **Flags and Flag Poles.** ARC approval for the installation of small, house-mounted flagpoles or small yard flags is not required. Flags must not be offensive in nature or violate accepted Community standards. Flags may not be mounted to, or cover up any window of a house. If a flag is to be illuminated for night time viewing, lighting should be directed away from adjacent properties and traffic. Freestanding flag poles utilized to display the American Flag require written pre-approval by the ARC.
- (l) **Energy conservation equipment.** No solar collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure as permitted by the design standards or by prior written approval of the ARC.
- (m) **Play Equipment.** No portable play equipment, including basketball goals, football posts or backboards shall be erected in the street or cul de sac. Permanent equipment including play sets, playgrounds and the like are prohibited without the prior written consent of the ARC.
- (n) **Gardens and Hammocks.** No vegetable garden or hammock may be visible from any street.

- (o) **Clothesline.** No exterior clothesline of any type shall be permitted upon any Lot.
- (p) **Exterior Security Devices.** No visible exterior security devices, including, without limitations, window bars, shall be permitted on any residence or Lot without the prior written approval of the ARC. Small signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.
- (q) **Fuel or Water Tanks.** No fuel tanks or water tanks shall be stored or maintained upon any Lot in such a manner as to be visible from any street or road or from any other Lot.
- (r) **Swimming Pools.** Above-ground swimming pools are prohibited. In-ground swimming pools and hot tubs must be approved in writing by the ARC prior to installation.

**Use of Common Property and Area of Common Responsibility.** There shall be no obstruction of the Common Property and Area of Common Responsibility, nor shall anything be kept, parked or stored on any part of the Common Property and Area of Common Responsibility without prior written Board consent, except as specifically provided herein. Use of the Community Property for any commercial or business activity as hereafter defined is expressly and strictly prohibited. This includes but is not limited to, the use of the clubhouse, pool, tennis courts and any other common area for any commercial activity such as but not limited to lessons, classes, seminars or promotional activities of any kind. 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 provisions 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 therefore; Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph)

With Prior written Board approval and subject to any restrictions imposed by the Board, an owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Owner or Owners who reserves a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants, and family all risks associated with the use of the common property and any liability for damages or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such danger or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property.

- (s) **Prohibition of Damage, Nuisance and Noise.** No Lot Owner or Occupant may use or allow the use of the Lot or Area of Common Responsibility in any manner which creates noises between the hours of 11:00pm and 8:00am which can be heard by persons in another Lot that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Community or any

structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Community, without prior written consent of all Association members and their mortgages.

No damage to or waste of the Area of Common Responsibility, or any part thereof, shall be permitted by any owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owners Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety comfort, or security of the occupants or surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing 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. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device, which causes it to automatically shut off within fifteen (15) minutes. Any construction by the Declarant shall create a minimum of disturbance to the remainder of the community and shall not block any right of way at any time. Worksites will be kept clean and orderly. At no time shall the Declarant bury debris or waste of any type on any Lot. Lots owned by the Declarant will be maintained in a well-kept manner, i.e. they will not appear overgrown or cluttered.

- (t) **Firearms and Fireworks.** The display or discharge of firearms or fireworks on the Area of Common Responsibility is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, taser guns and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.
- (u) **Pets.** No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets in any portion of the Community, as determined in the Board's discretion.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas which are not fully enclosed by a physical fence. The use of electronic fencing is prohibited. No structure for the care, housing, or confinement of any pet shall be constructed or maintained in any part of the Community without prior written ARC approval as provided in Paragraph 6 hereof. Feces left by pets upon the Common Property, on any Lot or

in any dwelling, including the pet owner's Lot or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined as defined by the Cobb County Ordinance, must be permanently removed from the Community upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so..

No potbellied pigs may be brought onto or kept at the Community at any time. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Boards' sole discretion, must be permanently removed from the Community upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may fine the pet owner and/or obtain a court order requiring the Owner or Occupant to do so.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

- (v) **Vehicles and Parking.** Vehicles permitted under this section shall be parked in areas specified herein or in designated areas authorized in writing by the Board. No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles, at any time, as determined by the Board. The only designated areas for parking vehicles of an Owner or Occupant shall be within a garage or on a driveway located on the Lot of the Owner or Occupant. Owners and Occupants are prohibited from parking on any yard areas, along the roadways of the Community, or on any exterior parking space located on the Common Property for more than 12 consecutive hours at any time without approval by the Board.

Notwithstanding anything to the contrary stated herein, all exterior parking spaces located on the Common Property shall be reserved for guest parking; provided, however, a guest vehicle shall not be parked in a parking space reserved for guest parking for more than twenty-four (24) consecutive hours unless prior written consent of the Board is first obtained. Disabled and stored vehicles are prohibited from being parked on any portion of the Community, except in garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle of an Owner or Occupant shall be considered "stored" if it remains on the Community for fourteen (14) consecutive days or longer without prior written Board permission, and a vehicle of a guest shall be considered "stored" if it remains parked in a parking space reserved for guest parking for more than forty-eight (48) consecutive hours without prior written Board permission.

Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV'S and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's or Police Officer's vehicles marked as such, are also prohibited from being parked on the Community, except in garages or other areas, if any, that have been designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Community during normal business hours for the purpose of serving any Lot or the Common

Property provided that no such vehicle shall remain on the Common Property overnight for any purpose unless prior written consent of the Board is first obtained.

If any vehicle is parked on any portion of the Community in violation of the Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted without notice.

If a vehicle is: parked in a fire lane; is blocking another vehicle or access to a Lot; is obstructing the flow of traffic; is parked on any grassy areas; or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

- (w) Garages.** Owner or Occupant of a Lot that includes a garage may not convert such garage to any other use. No Owner or Occupant of a Lot that includes a garage shall park his or her car or other motor vehicle on any portion of the Community, other than in the garage or driveway, unless the maximum number of cars or similarly sized motor vehicles that can be parked in the garage according to its design capacity are already parked in said garage. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.
- (x) Signs.** No sign, poster, or notice of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC, except (a) when offering a Lot or residence for sale or for lease, not more than one (1) professionally lettered "For Sale" or "For Rent" sign; consistent with the Community-wide standard and having a maximum area of four(4)square feet and a maximum height of four (4) feet above ground level, (b) one professional lawn mounted security sign consistent with the Community Wide Standard (c) security decals not exceeding five (5) inches placed in windows. (d) Any signs required by legal proceedings, (e) a single political campaign sign allowed thirty (30) days immediately prior to an election and removed the day after said election.
- (y) Rubbish, Trash and Garbage.** All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property temporarily or otherwise, except as provided herein. Rubbish, trash and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community. No receptacle or rubbish, trash, and garbage shall be placed upon the curb

adjacent to the Lot more than twenty four (24) hours before such items are scheduled to be collected or removed from the Community. All receptacles shall be removed within twenty-four (24) hours of the time upon which rubbish, trash, garbage was scheduled to be collected or removed from the Community.

- (z) **Unsightly or unkempt condition.** The pursuit of hobbies or other activities including but not limited to the assemble and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except within a dwelling.
- (aa) **Drainage/Irrigation systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in those areas. If drainage grading and/or headwall are located on a Lot, the Owner of such Lot shall be responsible for ensuring that such drainage grating and/or headwall is clear of obstruction and debris to allow for proper drainage flow. Furthermore, no Owner or Occupant may obstruct or rechanneled the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except with the prior written approval of their respective successors and assigns a perpetual easement across the Community Property for the purpose of altering drainage and water flow (with the permission of Cobb County, if necessary). Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.
- (bb) **Entry Features.** Owners shall not alter, remove or add improvements to any entry features constructed by Declarant on any Lot, or any part of any easement area associated there without the prior written consent of the ARC.
- (cc) **Retaining walls.** No retaining wall of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, unless the type and location thereof shall have received the prior written consent of the ARC. Any retaining wall visible from the street shall be made of brick or stone, and shall be consistent with the architectural style of the structures and improvements located upon such Lot. Walls made of plain concrete or concrete block shall be prohibited.
- (dd) **Erosion Control; Contamination.** No activity which may create erosion or siltation problems in any portion of the Community shall be undertaken on any Lot without the prior written approval of the Board of Directors or its designee of plans and specifications for the prevention and control of such erosion or siltation. Such plans and specifications shall be designed by a professional engineer licensed in the state of Georgia and all costs and expenses related thereto shall be borne exclusively by the Lot Owner. The Board of Directors or its designee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices for controlling the run- off and drainage of water, special precautions in grading, clean-up activities and requiring landscaping as provided herein. No activity which results in contamination of or any damage to any stream, water course or any other Lot shall be conducted on any Lot, and each Owner shall be liable for all resulting damages



from such activity and for restoration of a property damaged from contamination resulting from or attributable to such activity.

- (ee) **Abandoned Personal Property.** Personal property, other than an automobile as provided for in subparagraph (u) , is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Community Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling. If known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior written notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed. Neither the Association nor any officer or agent thereof, shall be liable to any person for any claim of damage resulting from the removal activity in Accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant guest or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property.

- (ff) **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrubs planting shall be placed or permitted to remain where it would create a traffic or sight problem. The Board will ensure compliance in Common Areas, such as entrances to the Development.

- (gg) **Mailboxes.** In the event a mailbox is destroyed or damaged, it shall be replaced with an Association approved mailbox. See Design Guidelines.

- (hh) **Garage Sales.** No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

- (ii) **Garbage Cans, Woodpiles, etc.** All garbage cans, woodpiles, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All structures and/or improvements used to conceal or screen the foregoing items shall be subject to the prior written approval of the ARC. Furthermore, all rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community.

- (jj) **Antennas and Satellite Dishes.** No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ARC. No direct broadcast satellite antenna or multi-channel multi-point distribution service larger than one meter in diameter shall be placed, allowed or maintained

upon any portion of the Community, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided in this subparagraph, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

- (kk) **Leasing.** "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, included but not limited to, a fee, service gratuity or emolument. All leases shall be in writing. Leases shall have a minimum initial term of not less than six months unless otherwise approved by the Board. 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 lease copies of the Declaration, Bylaws and the Use Restrictions and Rules.