

EXHIBIT "B"

Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Section 3 of the Declaration.

1. General. The Property 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 Declarant to assist in the sale of property described in Exhibit "A", offices for any property manager retained by the Association or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

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

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; 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 Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Not more than two (2) dogs and/or two (2) cats may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City of Edmond and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

- (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 Lot;
 - (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 Lots;
 - (g) Outside burning of trash or debris, except during the normal course of constructing a dwelling on a Lot;
 - (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
 - (i) Use and discharge of firecrackers and other fireworks;
 - (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, or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots 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) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
 - (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such right;
 - (m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in Property may be reallocated into a different lot or lots so long as the number of lots in Property is not increased and the redrawing or re-allocation is approved by the Architectural Committee;
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- (n) Swimming, or other active use of any possible water feature, if applicable, within the Property, except that small water craft (non-motorized) and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the Property for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association and the Declarant 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 Property;
- (o) Discharge of firearms; 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 Lot 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;
- (q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot 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 Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, 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 Lot 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 Property or its use of any Lots which it owns within the Property;

- (r) Capturing, trapping of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property 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 on any Lot without prior approval pursuant to Section IV;
- (u) Operation of motorized vehicles on pathways or trails maintained by the Association;
- (v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, 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; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;
- (w) Use of go-carts and motorized scooters on any portion of the Property and for any purpose whatsoever.
- (x) The construction or maintenance of a billboard or advertising boards or structures on any lot in Property is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;
- (y) Basketball backboards may be erected at the residences in the Property. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be

kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

- (z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;
- (aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and
- (ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;
- (ac) All trash receptacles shall be stored so they are not visible from the street or driveway of any Lot within the Property.
- (ad) No vinyl or linoleum flooring shall be used on the interior of any home within the Property.

3. Prohibited Conditions. The following shall be prohibited within the Property:

- (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 Property;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (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 Property, except the Association shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing", for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot 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. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.