

Exhibit "C"

Initial Use Restrictions and Rules

The Following Restrictions apply to all of the Properties until such time as they are amended, modified repealed or limited by rules of Association adopted pursuant to Article X of the Declaration.

1. General. The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, and information center and/or a sales office of the Declarant and offices for any property manager retained by the Association) consistent with the Declaration.
2. Prohibited Activity and Conditions. The following activities and conditions are prohibited within the Properties.
 - a. Any occupation, work or activity undertaken on a regular, ongoing basis which involves the conducting of a day-care-operation. For purposes of this paragraph, "day-care-operation" is defined as providing supervision and care for two or more persons who are unrelated to the caregiver and who do not permanently reside in the Unit where the care is provided in exchange for any consideration or benefit, including but not limited to a fee, service, gratuity or emolument. This prohibition shall apply to any day-care operation, whether (i) it is engaged in full or part-time, (ii) it is intended to or does generate a profit, or (iii) a license is required; and
 - b. Any construction, erection or placement of any clothesline, or antenna, satellite dish, or other apparatus, for the transmission or reception of television, radio, satellite, or other signals of any kind, permanently or temporarily, on the outside portion of the unit, whether such portion is improved or unimproved.
3. Restricted activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:
 - a. Parking of any vehicle on streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicle in places other than enclosed garages, except on a temporary basis for such period of time as is reasonably necessary to load, unload or prepare such vehicles for imminent use;
 - b. Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of cats, dogs, or other usual and common household pets may be permitted on a unit; however, those pets that are permitted to roam free, or in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute an 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 in addition to imposing such other sanctions as authorized by the Declaration and By-Law. Dog owners shall keep their dogs on a leash at all times when outside the boundaries of their Unit.

- 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. Dumping of grass clippings, leaves or other debris, petroleum products, or other potentially hazardous or toxic substances in any streams, ponds, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, the Declarant and Builders may dump and bury rocks and tress removed from a building site on such building site;
- e. Accumulation of rubbish, trash, or garbage, except between regular garbage pickup and then only in approved containers;
- f. Obstruction and channeling of draining flow after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and Association shall have such right; provided, the exercise of such right shall not materially diminish the value or unreasonably interfere with the use of any Unit without the Owner's consent;
- g. Subdivision of a Unit into two or more Units, or changing the boundary lines of any unit after a subdivision plat including such a Unit has been approved and filed in the Public Record, except that the Declarant shall be permitted to subdivide, combine, or replat Units which it owns;
- h. Any business, trade, garage sale, moving sale, rummage sale, or similar activities, except that an Owner, or occupant residing in the 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, sounds, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the properties; (iii) the business activities do not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The term 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 person other than provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether or: (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 Properties or its use of any Units which it owns within the Properties;

(i) Any construction, erection, or placement of any thing permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IX of the Declaration. This shall include, without limitation, mailboxes, signs, basketball hoops, swing sets and similar play equipment; garbage cans; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind including, without limitations, invisible pet fences; and

(j) The removal of any tree having a diameter of three inches or more (measured from a point of two feet above ground level) from any unit (except with respect to the removal and replacement of dead or diseased trees) except in strict compliance with the provisions of Article IX of the Declaration and the Design Guidelines.

4. Leasing of Units. "Leasing," for the 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, or gratuity, or emolument. All leases shall be in writing. The leases shall have a minimum initial term of not less than six 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 Declaration, By-laws, and the Use Restrictions and Rules.

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