

EXHIBIT E

USE RESTRICTIONS

1. Use. The property described in Exhibit A shall be used only for single family residential, recreational, and related purposes (which may include, without limitation, offices for any community manager retained by the Association or business offices for Declarant or the Association consistent with this Declaration and any Supplemental Declaration), subject to applicable laws.
2. Nuisances. No noxious or offensive activity shall be conducted upon any Unit or in the Common Elements. No immoral, improper, offensive, or unlawful use shall be made of any Unit or of the Common Elements, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Owner of any Unit shall permit or suffer anything to be done or kept in the Owner's Unit, or on the Common Elements, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises or smells, nor shall any Owner undertake any use or practice which shall create and constitute a nuisance to any other Owner of a Unit, or which interferes with the peaceful possession and proper use of any other Unit or the Common Elements.
3. Leasing. Nothing contained herein shall prohibit the leasing or renting of a Unit; provided, however, that:
 - a. No Unit shall be leased or rented for a period of less than thirty (30) consecutive days without the prior written consent of the Association.
 - b. All leases for any Unit shall be in writing signed by the Owner and the tenant.
 - c. All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Community Documents, (b) providing that the failure of any tenant under a lease to comply with the Community Documents shall constitute an event of default under the lease, and (c) providing that the Association may exercise any and all remedies for a default under the Community Documents against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Unit by judicial process or otherwise.
 - d. A true executed copy of any lease for a Unit shall be provided to the Association prior to the occupancy by the tenant of such Unit.

- e. For purposes of this Declaration, "leasing" 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.
 - f. The Board may adopt reasonable additional restrictions and rules regulating leasing and subleasing of Units.
 - g. Notwithstanding the above, the Declarant retains the right to lease any Unit it owns for a period of less than thirty (30) consecutive days.
4. Pets. The Association may adopt reasonable rules regarding household pets designed to minimize damages to the Property and disturbances to other Owners and occupants including rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limitations or prohibitions based on size of the Unit, and fair share use of the Common Elements. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance as determined by the Board in its discretion. No Owner shall be permitted to raise, breed or keep mammals, birds, fish, or reptiles of any kind for commercial or business purposes.
5. Restricted Activities. The following activities are prohibited within the Condominium:
- a. Any activity which violates local, state, or federal laws or regulations;
 - b. 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;
 - c. Use of any Unit for a business or trade, which phrase shall mean 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 family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required, or use of any Unit for a 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 Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Property; (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 in the Property which is noticeably 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 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.

6. Window Coverings. Window coverings which are visible to the outside view shall be white backed, or meet such other criteria as the Board may prescribe, or shall be approved by the Board prior to installation, and in all events shall be harmonious with exterior design, color, and other Units as determined by the Board. No window coverings shall be installed or replaced without the prior written approval of the Board.
7. Personal Property in Common Elements. Without the prior written consent of the Board, no structure or personal property shall be placed or permitted to remain on any balcony, railing, or other portion of the Common Elements including Limited Common Elements.
8. Flags/Signs. No Owner shall post or display any sign (including any "For Sale" or "For Rent"), decoration, art work, flag, or banner either upon the Common Elements, Limited Common Elements, or within a Unit which is visible from any Common Elements without the prior written consent of the Declarant during the Development Period or the Board thereafter. Notwithstanding the foregoing, political signs may be posted, but only pursuant to rules and regulations adopted from time to time by the Board. For purposes of this restriction, a "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. The provisions of this restriction shall not be implemented to interfere with the rights of Declarant pursuant to its Special Declarant Rights more particularly described in Article 27.