

**DANFORTH LAKES
RULES AND REGULATIONS**

These Rules and Regulations are designed for the mutual benefit of all Owners and to supplement the Declaration of Covenants, Conditions, Restrictions and Easements for Danforth Lakes. All Rules and Regulations shall apply to and be binding upon all Owners. Fines may be imposed upon an Owner for failure to comply with any Rule and Regulation at a minimum of a \$100.00 per day not to exceed \$1000.00 per occurrence. Procedures for the impositions of fines are spelled out in the Declaration. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declaring until they are conveyed to Owners.

1. **RESPONSIBILITY.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors, and other persons upon his lot, as well as for the actions of persons and animals over whom he exercises control and supervision.
2. **OBSERVANCE OF LAWS.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction relating to any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner.
3. **IMPROPER USE.** No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
4. **NUISANCE.** No obnoxious activity shall be carried on or at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.
5. **DISTURBANCE.** No loud noises or noxious odors shall be permitted. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. **VIOLATIONS.** Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to The Declaration of Covenants, Restrictions, and Easements for Danforth Lakes (the "Declaration") or the Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees verbally and/or in writing. Disagreements concerning violations shall be presented to and ruled upon by the Board in accordance with the Declaration.

7. **ENFORCEMENT.** Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule and Regulation at a minimum of a \$100.00 per day not to exceed \$1000.00 per occurrence. Resident will be responsible for any Attorney fees and other costs incurred by the Association on their behalf. Procedures for the impositions of fines are spelled out in the Declaration. Moreover, voting rights and right to use common elements may be suspended.
8. **REVOCATION.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
9. **NO AMENDMENT.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
10. **FURTHER AMENDMENT.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time during a scheduled board meeting.

ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvements, additions or alterations to his Lot or the exterior of his Home without prior written approval of the Architectural Committee. All requests for Architectural Committee approval of any improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Architectural Review Committee. In the event of a denied application a homeowner will have 30 days from the date of the denial to appeal to the Board in writing.

ARCHITECTURAL COMMITTEE

All improvements, additions, modifications, decorations or alterations to the Lot or exterior of the Home (the "Improvement") shall be reviewed by and have written approval given by the Architectural Review Committee. The Architectural Committee shall require submission of plans and specifications showing the plans, materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Notwithstanding any criteria established, the Architectural Committee shall in its discretion determine whether the Improvement shall be in harmony with, or detrimental to, the appearance of the Community. The Architectural Committee shall approve or disapprove the request within 45 days from the receipt of all requested submission plans and materials. In the event the Architectural Committee fails to approve or disapprove a request in writing within 45 days and unless a request is specifically deferred, the request shall automatically be deemed approved. The Architectural Committee shall employ the following minimum criteria for approval or rejection requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.

If approved by the Architectural Committee, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statutes, ordinances, rules and regulations, including obtaining all proper permits are the Responsibility of homeowner.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 3 of the Rules and Regulations and without curtailing the right of the Architectural Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for improvements:

1. **Painting.** The painting, staining or varnishing of the exterior of the Home, including doors and garages doors, may be approved only if the colors and style are consistent with existing homes.
2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.
3. **Temporary Structures.** No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed on a Lot. No sheds permanent or temporary shall be permitted.
4. **Antennae.** No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the community except that this prohibition shall not apply to those satellite dishes that are eighteen (18”) inches in diameter or less, and specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time.
5. **Driveways.** Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and the Home Owner assumes the responsibility for continued maintenance.
6. **Mailboxes.** All mailbox and post dimensions shall not be altered and shall be uniform and in the style, color and materials. No additional delivery boxes allowed on property.
7. **Outdoor Furniture.** Outdoor furniture must be well maintained and may not obstruct lake views nor be considered detrimental to the appearance of the Community. All furniture must be taken inside in the event of an inclement weather threat.
8. **Awnings.** An Owner shall not install any awnings attached to his Home.
9. **Lighting Fixtures.** Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in the Community and fixture styles which are consistent with others in the Community and which do not constitute a nuisance to the other owners.
10. **Setbacks.** All improvements (including, without limitation, pools and screened enclosures) shall comply with all setbacks and other dimensional requirements imposed by the PUD Development Order for the Community as well as other applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Community.
11. **External Holiday Decorations.** All holiday decorations cannot be placed on the exterior of the home until 30 days prior to holiday. All decorations must be removed no later than 30 days following the holiday.

FENCES AND SCREENED ENCLOSURES

Without limiting the generality of the criteria included on Page 3 of the Rules and Regulations and without curtailing the right of the Architectural Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Architectural Committee shall be required for each and every fence installation:

1. No style of wood or chain link fence shall be approved.
2. No fence shall be approved or installed which encroaches into Association Property or other Lots.
3. No fence shall be approved which is less than 4' or more than 6' in height. Further, in order to prevent obscuring neighbors' views, picket fences shall not be spaced closer than 3" on center and shall be no thicker than 1" (unless otherwise required by the building code). Additionally no landscaping shall be installed on lake Lots, which shall interfere with the view of the lake from other lake Lots. The Association may require, in its sole discretion, the planting of landscaping in conjunction with the installation of the fence.
4. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. Moreover, no fence shall be approved on Lots, which border a lake.
5. All fences shall require a gate to provide the Architectural Committee, the Association or the Neighborhood Association an entrance for emergency entrance.
6. For Lots with drainage easements, the approval and execution of fence removal agreements with Lee County Utilities and with the Association shall be required.
7. Any fence, which crosses a utility easement, shall be approved in writing by all utility companies occupying the easement.
8. For any fence, if approved, the Owner shall be responsible to meet all County requirements and criteria including, but no limited to, proper permitting and surveying.
9. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass, weeds or other plants from the fence.
10. In accordance with the Declaration, an Owner who elects to install a fence assumes full responsibility for maintenance of the lawn and landscaping in the portion of the lot, which becomes enclosed by the fence construction. This maintenance includes, by way of example and not limitation, cutting grass, maintaining of the irrigation system, fertilization system, fertilization, spraying and edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner.

11. All pools must have screened enclosures. Approval for screened enclosures shall be limited to aluminum frame structures, which are either bronze or white, and with screen meshes on the enclosure, which is a standard dark color (e.g. charcoal, bronze or black). Obscure screen materials shall be prohibited.
12. No screened enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.

MAINTENANCE AND APPEARANCE OF HOMES

1. **General.** Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his Home and Lot which, if omitted, would adversely affect the community, other Owners or the Association. Homeowners are responsible for maintaining their own lawn, shrubs, trees and sprinkler system. Maintenance obligations include but are not limited to: mowing, weeding, edging, trimming, fertilizing, mulching, watering and keeping home exterior free from mold and in otherwise good repair to include paint, windows, roof, soffit, fascia etc.
2. **Personal Property.** The personal property of an owner shall be kept well maintained, in good working order, and not deemed detrimental to the appearance of the Community. Personal items that will be **permitted**, except for on lake lot homes, include but are not limited to: portable basketball hoops that are not placed on community streets, (owners of lake lot homes are permitted to have in front of homes only) hoops are to be stored away inside a home or garage upon any threatening, inclement weather; Secure and properly anchored wood or metal swing sets upon a submitted and approved ACR application; trampolines if placed in resident's back yard. Resident will be held responsible for securing such property in the event of any threatening, inclement weather. Each owner who decides to keep children's play equipment shall agree to indemnify the Association and hold the Association harmless against any and all loss or liability of any kind or character whatsoever arising from the construction, installation and/or quality of any and all play equipment utilized by choice of the resident.

Personal items that are **prohibited** in the community include but are not limited to: permanently secured basket ball hoops; parking of campers, trailers, mobile homes, recreational vehicles, commercial vehicles, other oversized vehicles, inoperable vehicles, boats and other watercraft other than a maximum 3 hour grace period that will be permitted between dawn to dusk **hours of the day only** for the sole purpose of loading/unloading/wiping down. No resident shall abuse such grace period either by continually extending their presence beyond the 3 hour grace period and/or "excessive use" of the grace period to benefit themselves. "Excessive use" will be defined/considered more than one visit (roundtrip) in any one week. One week shall be considered a calendar week that runs from Sunday to Saturday.

When utilizing the 3 hr grace period any of the above vehicles must be completely parked on the home owners' driveway for the entire grace period and not overhang onto/into the community street whatsoever. Campers, trailers, mobile homes, recreational vehicles, commercial vehicles, other oversized vehicles, inoperable

vehicles, boat and other watercraft shall not exceed 12ft in height nor exceed 36ft in entire length. This is for the purpose of the allotted grace period assuming any such length within this criterion fits entirely onto resident's driveway. **Vehicles that do not meet this criterion and/or are unable to park completely on their driveway without an overhang onto/into the Community streets are strictly prohibited within the Community.**

No campers, trailers, mobile homes, recreational vehicles, commercial vehicles, other oversized vehicles, inoperable vehicles, boat and other watercraft are permitted to park any length of time at the Community Clubhouse. None of these vehicles will be permitted to park in the community overnight from dusk until dawn unless in an enclosed garage.

3. **Hurricane Season.** Each Owner who plans to be absent from his Home during the hurricane season shall prepare his Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screened enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or individual to care for the Home and Lot should it suffer hurricane damage.
4. **Hurricane Shutters.** No hurricane shutters shall cover window or door openings except during hurricane season. Accordion, roll-up shutters shall be permitted on window or door openings, provided that such window protective shutters, in either accordion or roll-up design are in white color only and are approved prior to installation by the Architectural Review Committee. Any retractable or removable shutter system shall remain retracted or off of the home except during hurricane season. Use of plywood as coverings for windows and sliding glass doors is only allowed to be put up during an actual hurricane watch/warning and is to be removed once cleared from such watch/warning.
5. **Window Décor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not to exceed two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
6. **Landscape Material.** No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the Architectural Committee. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the Architectural Committee. Reasonable minor improvements of Florida native plant species would be acceptable. However, extensive improvements of more than \$300.00 of plant material would require approval from the Architectural Review Committee.
7. **Alteration of Drainage.** No sod, topsoil, fill or muck shall be removed from Lots without prior written consent of the Architectural Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

8. **Clothesline.** No clothesline, dog line, or similar device shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence, lanai or balcony, or in such a way as to be visible to any other Owner.

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material (“trash”) shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas outside of public view. For curbside pick-up, trash shall be placed in sanitary self-locking containers.
2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
3. No odors shall be permitted to arise from trash containers so as to render any portion of the community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the community.
5. Each Owner shall regularly pick up all Trash around his Home and Lot.

PARKING AND VEHICULAR RESTRICTIONS

1. Resident parking on the streets or swales is strictly prohibited. No parking on/in ones yard or on common ground area permitted. Resident parking is allowed only on driveways and inside garages. Visiting guests are presumed temporary if a stay consists of 48hrs or less and will be pardoned from this rule as a courtesy **should there not be ample parking space on residents driveway**. Should a guest be staying with a resident longer than 48 hrs then it is the obligation of the resident to notify the Management Company of the extra vehicle, provide a description and the length of stay. Not following this rule could lead to the towing of any such vehicle at the owners expense.
2. Overnight resident parking is strictly prohibited and allowed only on resident’s driveways and inside garages. Visiting guests are presumed temporary if a stay consists of 48hrs or less and will be pardoned from this rule as a **courtesy should there not be ample parking space on residents driveway**. Should a guest be staying with a resident longer than 48 hrs then it is the obligation of the resident to notify the Management Company of the extra vehicle, provide a description and the length of stay. Not following this rule could lead to the towing of any such vehicle at the owners expense.

No trucks, vehicles or commercial vehicles which are primarily used for commercial or other business purposes, other than those temporarily present on business, may be parked within or on any properties within the Community and may only be permitted to be kept within the Community if such vehicles are kept inside a closed garage and concealed from public view

For purposes hereof, a vehicle will be deemed commercial either if the size is bigger than but not limited to 1 ton and /or if commercial lettering or signs are painted or affixed to the vehicle and/or if commercial equipment, such as but not limited to: racks, ladders, buckets, canisters, tires, rope, paint cans, other commercial supplies, etc that are placed upon a vehicle regardless of size.

One tool box or storage unit the width of the interior bed of the truck is permissible as long as it is mounted inside the truck bed with no mounting brackets visible from the outside, is kept in good repair, and able to close fully so any items are concealed from public view. Length wise tool boxes or storage units are only permissible on a truck if unit is mounted inside the truck bed with no mounting brackets visible from the outside and the sides of the unit are not higher than the sides of the truck bed itself, are kept in good repair, and able to close fully so any items are concealed from public view.

Commercial signage/verbiage on a vehicle including pictures must be covered with a blank magnetic sign(s), of similar color of the vehicle itself, that covers the entire commercial message to include verbiage and picture if vehicle is not required to be kept garaged as otherwise stated.

3. If parked on driveways, vehicles shall not obstruct traffic on the streets.
4. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
5. Disposal of drained automotive fluids is not allowed within the Community.
6. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
7. All vehicles shall be kept in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emission, appearance etc..
8. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
9. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.

10. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected after the first notification the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.
11. Go-carts, ATV's, pocket bikes/rockets etc.. and other non-licensed or non-registered vehicles that operate by a gas engine shall be strictly prohibited in the Community except when used for transportation of disabled persons or as permitted by the Board.

ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except pit bulls and other types/breeds of dogs with a propensity for violence), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. No outside cages are permitted.
2. Notwithstanding the forgoing, breeding of any animals or pets, including house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
3. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property.
4. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the community.
5. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a home or in any covered or screened porch or patio, unless someone is present in the Home.
6. Their owners shall walk on a leash and in full control all dogs and cats at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
7. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
9. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

10. If a pet becomes obnoxious to the other Owners by barking or otherwise, the Owner of the pet shall correct said disturbance. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.

USE AND ENJOYMENT OF LAKES

1. Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to fish in the lakes on common grounds **other than** such areas that border either deeded preserve or deeded lake lots.
2. No persons shall encroach upon these areas (deeded preserve or deeded lake lots) without permission of the land owner. Nor shall any pets be permitted on these described preserve & lake lot areas. This does not apply to maintenance workers or those taking part in official duties. Notwithstanding the proceeding, an Owner of the lake lot (all or portion of their rear or side property lines lies common with a portion of a lake), may access the lakes from that portion of their lot that shares the common boundary.
3. No removal or damage shall be caused to any littoral plantings.
4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot are permitted.
5. Swimming and the operation of a watercraft, i.e. canoe, raft, inner tube, etc in the lakes are strictly prohibited.
6. No person, other than a trained professional, shall be permitted to approach, harm, capture, trap, kill, feed or in any other way attempt to make contact with alligators and other wildlife in any of the Community Lakes except in circumstances posing an imminent threat to the safety of a person(s).

LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented or leased more than two (2) times in any twelve (12) month period. No lease shall provide for an early termination which would reduce a lease term to a period of less than six months except in the event of a default by the tenant.
2. No Home, or portion thereof, shall be sub-let.
3. All rental agreements/leases shall provide that the right of the tenant to use and occupy the Home and the Association shall have the right to terminate the lease upon the tenant's failure to observe any portion of the Declaration and/or Rules and Regulations.
4. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.

5. The Owner shall provide the Association with a copy of all executed rental agreements and/or leases in their entirety as well as provide a criminal background check before renter begins their stay.
6. Copy of lease, emergency contact information and owner mailing address is required to be kept on file at the Association Management Office.

MISCELLANEOUS RULES AND REGULATIONS

1. **Signs.** No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home or any element of the Association Property without the prior written approval of the Board. **Exception:** One For Sale Sign will be allowed without prior approval if the size is not greater than 18" x 24".
2. **Barbecuing.** If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.
3. **Chemicals.** Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Homes, its adjacent yard area or within the Association Property, except for those substances used for normal household or yard maintenance use. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions, but in no event shall they be stored on Association Property.
4. **Moving.** Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 a.m. and 9:00 p.m.
5. **Solicitation.** All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes Lots is strictly prohibited unless the Board grants express written permission. However, reasonable fund raising activity for not for profit organizations targeting the needs for the children of Danforth Lakes shall be permitted. Fliers for community events are acceptable.

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS

1. **Responsibility:**
 - A. With respect to the use of Association Property, including any Recreational Areas, an Owner shall be held responsible for the actions and conduct of his family members, guests, invitees, and tenants.
 - B. Any damage to Association Property, including any Recreational Areas or equipment therein, which is caused by any Owner or family member, guest,

invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner within timeframe deemed reasonable by Board.

- C. The use of any Recreational Areas by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
- D. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the recreational areas regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions.

- A. The Recreational Areas shall be solely for the use of the Owner and his family members, guests, invitees or tenants, subject to the provisions of the Association Documents.
- B. Residents shall accompany all minor children 16 years and under to the recreation areas and the Clubhouse.
- C. Pets shall not be permitted in the Recreational Areas.
- D. The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.
- E. No one under the age of 16 years is allowed in the exercise room.

3. Cleanliness.

- A. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreational Areas. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.
- B. No personal articles shall be allowed to stand overnight in any of the Association Property.
- C. Dumpster is for Clubhouse Use ONLY.
- D. No garbage cans other than those provided by the Association, supplies, water bottles or other articles should be placed or left within in the Association Property, including the Recreational Areas.