

Article VI, Section 36 of the Declaration provides as follows:

Section 36. Leasing. Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a dwelling. Individual rooms of a dwelling may not be leased on any basis. No transient tenants may be accommodated in a dwelling.

(a) Lease Requirements. All leases or occupancy agreements of dwellings (collectively, "Lease Agreements") are subject to the following provisions:

- i. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;
- ii. All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;
- iii. The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;
- iv. This provision has been deleted in its entirety.
- v. No Lease Agreement may be for a term of less than one (1) year;
- vi. No dwelling may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;
- vii. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;
- viii. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner.
- ix. All Lease Agreements shall require the Home to be used solely as a private single family residence;
- x. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and By-laws, Rules and Regulations of the Association, which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and
- xi. Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

(b) Maximum Number of Tenant Occupants per Dwelling. Each leased dwelling shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a

residence and for no other purpose. The maximum number of tenant occupants in any dwelling, including overnight guests and professional caregivers, shall be as follows:

(i) In the event the dwelling contains two (2) bedrooms, no more than four (4) persons shall be permitted;

(ii) In the event the dwelling contains three (3) bedrooms, no more than six (6) persons shall be permitted;

(iii) In the event the dwelling contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

(c) Right to Use Common Areas. During such time as a dwelling is leased, the Owner of such dwelling shall not enjoy the use privileges of the Common Areas appurtenant to such dwelling.