

OBLIGATIONS OF OWNERS WHO LEASE UNITS

- No Owner shall lease or rent less than an entire Lot.
- No lease may be for less than 12 months.
- No Owner shall place "For Rent" sign or other such similar sign on its Lot to advertise the Lot for rent.
- No owner may utilize their unit for Air BnB, VRBO or any other type of short term or vacation rental for a period of less than 30 days.
- Owners who lease their units are responsible for ensuring that their tenants receive copies of all Association correspondence related to the operations of the Association which affect and/or impact residents of the community. This includes written correspondence or e-blasts sent by the Managing Agent.

LEASE INFORMATION TO BE PROVIDED TO HOA.

In the event an Owner shall rent or lease his or her Lot such Owner shall immediately give to the Association in writing:

- a. the name, phone number and email address of the tenant;
- b. the current address and email address of such Owner;
- c. a true and complete copy of the lease or rental agreement; and the certification of the Owner that the tenant has been given a copy of these *Architectural Guidelines, Property Standards & Rules and Regulations* and that such tenant has been advised of any obligations he may have thereunder as a tenant.

VIOLATIONS BY TENANTS.

Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Governing Documents and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Governing Documents.

With respect to any tenant or any person present on any Lot other than the Owner and the members of the Owner's immediate family permanently residing with the Owner on the Lot, if such Person shall materially violate any provision of the Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the Owners or shall willfully destroy Common Area property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such Person and, where necessary, to enjoin such Person from returning. The expense of such action including attorneys' fees may be assessed against the applicable Owner and collected as a special assessment pursuant to Section 9.07 hereof. The foregoing is in addition to any other remedy available to the Association. The Association shall provide notice to the Owner of a leased Lot concurrently with any notices sent to the tenant of such Lot, and such Owner shall have the right to participate in any hearing or eviction proceeding. The right of eviction provided for herein shall be included in all leases or rental agreements between an Owner and a tenant, but the omission from a lease or rental agreement of such provision shall not affect the Association's right to evict as permitted herein.

Other Info. In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot is occupied by such tenant.