

## Rental Restrictions

Section 6.06[a]. Nothing in this declaration shall prevent an owner from leasing or renting the owner's lot to a tenant. However any lease or rental agreement shall be in writing and shall provide that the tenant must comply with the Declaration of Covenants, Conditions, & Restrictions, and any rules and regulations adopted by the association, and shall specify that failure to abide the such provisions shall be a default under the lease or rental agreement. Failure by an owner to take legal action, including the institution of proceedings in unlawful detainer against the owner's tenant who is in violation of this Declaration, the Articles, the Bylaws, or the Associate Rules within ten (10) days after receipt of written demand so to do from the Association, shall entitle the Association to pursue any and all remedies against the tenant that it may take against a defaulting owner. Any expenses incurred by the Association, including attorney fees and costs of sit, shall be paid by the owner.

[b] No more than 10% or three lots, may be leased at any one time. Each lease must be for a minimum term of one year. If any existing lease expires, the lease with that tenant may be renewed, but the renewal term

must be for a minimum of one year. If a lease is terminated for any reason, owner may obtain a new tenant without going on the "waiting list." If a lot has been leased, but remains vacant for more than three months, the owner will then be put on the "waiting list" if there are three leases in effect at that time.

[c] If three lots are leased, any owner may request to be placed on a waiting list to lease the owner's lot. As each lot that is leased ceases to be leased, the owner who has been on the waiting the longest will then be entitled to lease the lot. The Association shall notify the owner who is next entitled to lease a lot that they may lease the lot. The owner shall have three months from notice within which to lease their lot. If the lot is not leased within three months of notice, the right to lease shall be forfeited and the next owner on the waiting list shall have the right to lease their lot.

[d] Each lease agreement shall provide that tenant may not sublease any portion of the rental property. Immediately after the lease has been signed, owner/landlord shall deliver a copy of the lease to the secretary of the Association. When the lease is terminated, owner/landlord shall, within five (5) days

of the termination, notify the Association secretary in writing of that fact. Each lease shall provide that tenants shall not have more than two motor vehicles for each garage parking space.