

ARTICLE XIV - LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and a copy of such lease shall be provided to the Association for review. All leases shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and the Rules, if any. The Owner or lessee requesting the review shall pay to the Association or its management agent a fee of One Hundred and No/I 00 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease. No lease shall be approved for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/I 00 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable codes regarding the size of the Home. 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 all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees 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 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 charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.