

7.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust for the Owners.

7.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to those portions of the Common Areas within the Association's insurance responsibility.

## 8. USE RESTRICTIONS.

8.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes. No trade or business may be conducted in or from any Parcel, except that an Owner or Occupant residing in a Living Unit may conduct business activities within the Living Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Parcel and does not involve persons coming to the Parcel who do not reside in the Association or door-to-door solicitation of occupants of the Association, except in the case of babysitting for five or fewer children which is exempt from this requirement; and (d) the business activity is consistent with the residential character of Victoria Park II and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Parcels. The use of a Parcel as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding anything above, babysitting does not constitute a trade or business activity prohibited by this section as long as it complies with the restrictions delineated above.

8.2 Signs. No sign, advertisement, notice or other lettering of any kind, including, without limitation, those of contractors and subcontractors, shall be erected within Victoria Park II. Provided, however, that signs advertising a Parcel for sale or rent, advertising a garage sale or security services are permitted with prior approval of the Board or its designee, and subject to setback and size requirements established by the Board of Directors. The Board of Directors shall have the right to summarily remove and destroy all unauthorized signs.

8.3 Nuisance. Nothing shall be done upon any Parcel or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to

constitute a nuisance, public or private in nature or which may cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of Victoria Park II or the Common Area.

8.4 Temporary Structures. No structure of a temporary character, including trailer or shack shall be used on any Parcel at any time as a residence, either temporarily or permanently. However, tents may be erected in the rear yard of a Parcel for no more than two consecutive nights.

8.5 Appearance; Refuse Disposal. Each Owner shall keep his Parcel free and clear of trash and debris and shall reasonably maintain his Living Unit. No Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash, garbage or other waste shall not be kept except in sanitary containers with lids fully screened from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, shall be brought to the curb for pickup no earlier than the night before the applicable scheduled pickup, and shall be returned to their screened area within 24 hours after pickup. No garbage incinerators shall be permitted. The screening herein is subject to regulation by the ARC.

8.6 Maintenance. The Association shall have the right to repair any structure or improvement on any Parcel which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Parcel Owner is given no less than five (5) days notice of the Association's intent to do so which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Parcel.

8.7 Common Area. No Parcel Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area.

8.8 Pets. The Owner of each Living Unit may keep pets of a normal domesticated household type (such as cats, dogs, birds, fish, and hamsters) in the Living Unit. The Owner may keep no more than three (3) dogs in the Living Unit, except that pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior are not permitted in a Living Unit. No pet may be kept, bred, or maintained for commercial purposes. Pet owners shall not permit their pets to urinate or defecate on the property of other Owners. In the event that a pet does urinate or defecate on another Owner's property, the Owner shall promptly clean up after it. The pet must be carried under the Owner's arm or leashed at all times while in public. In the case of hamsters or other domesticated rodents, such animals shall be kept in a self-contained Living Unit while in the Living Unit, and shall not be allowed to roam freely in the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance, in the sole discretion of the Board, to other residents of the Properties. No dangerous reptiles and amphibians, nor livestock may be kept, raised or bred on the Properties. Pets shall not be left unattended on screened porches, lanais or in garages.

8.9 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered a commercial vehicle. The following vehicles are prohibited: Inoperable, wrecked, junked, abandoned or partially dismantled automobiles, golf carts, go carts, swamp buggies, stock cars, racing cars, commercial vehicles, recreational vehicles, all-terrain vehicles, electric and motor scooters, vehicles with commercial markings, vehicles with a commercial tag, vehicles with racks or tools in the bed and tractors are prohibited. The following vehicles are permitted as long as they are fully enclosed in a garage: ambulances, police cars, hearses, motorcycles, motorbikes and bicycles. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage, or when the garage is in active use. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use. Recreational vehicles such as campers, motor homes and trailers are permitted to be kept at a Parcel for no more than two consecutive 24 hour periods, not more than six (6) times per year, provided that they are not used as a residence or lodging. Boats, wave runners, and similar vessels, including trailers used for their transport are prohibited, except small boats intended for use on Lake Victoria, provided such boats are used and stored in accordance with rules which the Board of Directors is hereby authorized to adopt. Motorized vessels, other than small boats powered by electric motors, are specifically prohibited on Lake Victoria.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a Parcel for a period of more than two (2) hours unless such vehicle is necessary and being used in the actual construction or repair of a Living Unit or for grounds maintenance.

**8.10 Parking and Storage of Vehicles.** Owners and occupants of Living Units and their guests may not park, store or keep any vehicle whatsoever on unpaved areas or on adjacent roads and streets. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on his Parcel. No more than four (4) vehicles may be parked in a driveway overnight. Vehicles may be parked in the Common Area temporarily while the owner is using the Association's facilities. No vehicle is permitted to park overnight on Common Area. Any vehicle parking on streets or Common Area for more than three nights will be towed at the Unit Owner's expense. Prohibited vehicles parked overnight will be towed at the Owner's expense.

**8.11 Exterior Colors and Structures.** No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the judgment of the ARC, would be inharmonious or incongruous with the remainder of Victoria Park II. Awnings, hurricane shutters, solar film, and other window shading or decoration shall be subject to the prior approval and control of the ARC. Any future color changes, as described above, desired by Owners must be first approved in writing by the ARC.

**8.12 Landscaping.** To preserve the appearance of Victoria Park II and protect property values, Owners shall maintain all landscaping, including without limitation, the trees, shrubs, lawns,

flower beds, walkways and ground elevations, in a neat and orderly fashion and in compliance with the following:

(A) Lawns shall be mowed, watered, weeded, fertilized and treated for infestation as necessary to maintain an aesthetically pleasing appearance of green grass. All Parcels must be sodded and have an automatic irrigation system installed. Sod shall be Floratam, St. Augustine, Bahia or an ARC approved equivalent. In conjunction with ARC approval, a homeowner may implement xeriscape or Florida-friendly landscape on his parcel as defined in Florida Statutes Section 373.185(1). Lawn areas abutting a sidewalk, walkway or roadway shall be edged to prevent grass from growing over the sidewalk, walkway or roadway. Owners whose parcels do not presently have an irrigation system must bring their Parcels into compliance with this section by the earlier of the replacement of the sod or the sale or transfer of the Parcel.

(B) Homes shall have appropriate foundation plantings on sides facing a street.

(C) Shrubs, trees, flowers, ~~ornamentals and other~~ plantings shall be maintained so they are aesthetically pleasing and do not interfere with other Parcels or persons using sidewalks or common areas.

No landscaping shall be installed, cut down, destroyed or removed without the prior written consent of the ARC, in accordance with Section 4.3.10C above. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by the ARC.

In addition to all other remedies contained herein, should an Owner fail to comply with the provisions of this Section, the Association may require the Owner to contract for an annual lawn maintenance contract, or may perform the work, with fourteen (14) days notice to the Owner and may bill the Owner for the cost of such maintenance.

**8.13 Antennas/Flagpoles.** Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted. The Board of Directors may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and removed from view from the street and other Living Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the ARC, but no Owner shall be prevented from displaying a portable, removable American flag in a respectful manner, or the official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans' Day may display in a respectful manner portable, removable, official flags, not longer than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

**8.14 Outdoor Equipment.** All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must

be placed underground, or placed in sight-screened areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities.

8.15 Walls and Fences. No wall or fence shall be constructed on any Parcel.

8.16 Outside Lighting. No spotlights, floodlights, or similar type high intensity lighting shall be placed or utilized upon any Parcel which in any way will allow light to be reflected on any other Parcel or the improvements thereon without the written authorization of the ARC. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.

8.17 Garage Sales. No garage sale, estate sale, flea market, auction, or similar event shall be held on any Parcel without prior written approval of the County.

8.18 Mailboxes, Lamp Posts. Mailboxes, front yard lamp posts, and their supporting structures on each Parcel shall be uniform in style, appearance and location, and shall be subject to regulation by the ARC. Owners must bring their mailboxes into compliance with this section by the earlier of the replacement of the mailbox or the sale or transfer of the Parcel.

8.19 Key. A key is required to open the gate controlling access to the swimming pool/tennis court complex. One key will be issued for each Parcel. Keys must only be used in accordance with the Governing Documents, including the applicable Rules and Regulations adopted by the Board of Directors. Keys may not be used by anyone who is not entitled to use the Association's facilities. Members assume responsibility for the conduct of persons who gain entry to Association facilities using the key assigned to that Member's Parcel. Keys remain the property of the Association, and must be surrendered to the Association upon demand. Upon sale of a Parcel, the key issued for that Parcel must be transferred to the new owner. Members must promptly notify the Association in the event a key is Parcel or stolen. There will be a reasonable replacement fee to replace a lost, misplaced or stolen key in an amount to be set by the Board.

8.20 Prohibited structures. The following are prohibited within Victoria Park II:

- (A) Carports.
- (B) Detached garages, storage sheds, barns and similar outbuilding structures.
- (C) Garages which have been converted into living space, unless the conversion was approved by the Board and a replacement garage built.
- (D) Clothes lines, unless situated so as not to be visible from the street or other Parcels.

8.21 Play Equipment. A swing set, playhouse, treehouse or other play equipment less than twelve (12) feet in height shall be permitted so long as it is located in the backyard or rear portion of the Parcel and is specifically approved as to location, screening, size, shape, color, material and other relevant factors. The ARC has the sole discretion to disapprove such play equipment on aesthetic grounds. Such play equipment must be maintained in good condition and appearance or the Board may order its removal.

8.22 Notice of Noncompliance. If an Owner fails to comply with the restrictions set forth in this Declaration, but in particular this Section 8, the Association, acting through its Board of Directors, shall have the right, in addition to any other rights permitted by the Governing Documents, to mail or hand deliver a Notice of Noncompliance setting forth with reasonable particularity the alleged deficiencies. That notice may contain, at the Board's discretion, proposed remedies for the deficiencies cited. The following procedures shall apply to Notices of Noncompliance:

- (a) Voluntary Compliance. If an Owner admits the deficiencies cited in a Notice of Noncompliance, he shall, within 10 days of receiving the Notice, deliver to the Board of Directors a proposed timetable for correcting the deficiencies. If the timetable is acceptable to the Board, and the Owner performs the corrective actions as scheduled, he shall be considered to be in compliance, and no further action is necessary.
- (b) Disputed Deficiencies. If an Owner disputes the deficiencies cited in a Notice of Noncompliance, or if the Owner and the Board of Directors are unable to agree on a timetable for corrective action, the Board shall appoint a committee of three Owners in good standing, none of whom may be members of the Board or relatives of a Board member, to determine, by a majority vote, whether or not the Owner is in compliance, if compliance is disputed, and to establish a timetable for corrective action. Any timetable established by the committee shall be binding on both the Owner and the Association.
- (c) Failure to Respond/Perform. If an Owner fails to take corrective action called for by a timetable established under sub-paragraphs (a) or (b) above, or if an Owner fails to respond to a Notice of Noncompliance, the Association, acting through its Board of Directors, shall have the right to hire appropriate contractors to correct the deficiencies cited in the Notice of Noncompliance. Upon 5 days' written notice to the Owner, the contractors shall have the right to enter upon the Parcel in question to perform the work required to bring the Parcel and/or structures thereon into compliance. Any expenses incurred by the Association pursuant to this sub-paragraph (d) shall be assessed against the Owner of the Parcel in question. If not paid within thirty days after the Owner is provided with an accounting of such expenditures, the Association may, in its discretion, institute an action at law to collect the amount in question. The Owner shall be responsible for reasonable attorney's fees and other expenses of enforcement.

9. ASSOCIATION'S EXCULPATION. The Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval so granted shall be binding upon all persons.

10. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except for parking violations and in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below.

10.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

10.2 Entry by Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Living Unit where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Fines and Suspension. The Board may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with the Governing Documents. Fines may not become a lien against the Parcel. The fine may not exceed the maximum amount allowed by law.

In addition to the remedies set forth above or permitted by the Governing Documents, the Association may suspend, for a reasonable period of time, the rights of an Owner or the Owner's family, Guests, Tenants and invitees, to use the Common Areas, including the revocation of the Owner's key card privileges.

Fines and suspensions shall adhere to the following guidelines:

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons appointed by the Board of Directors, which persons may not be officers, directors or employees of the Association or the spouse, parent or child of an officer,

director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) Fines approved by the committee shall be due and payable when the committee renders its decision. Suspensions approved by the committee shall take effect when the committee renders its decision. If no hearing has been requested, a fine shall be due and payable and a suspension shall take effect, when the time to request a hearing has expired.

(C) Owners are responsible for payment of fines imposed on their tenants, guests and invitees, should the tenant, guest or invitee fail to pay the fine when due. If an Owner or Parcel is in violation of the Governing Documents when an application for a certificate of approval is submitted for a proposed purchase, the Owner must correct all violations prior to closing or make provisions acceptable to the Association to ensure their correction after closing. The parties may hold funds in escrow to correct violations, only if the terms of such escrow have been previously approved by the Association.

11. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Parcels and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 11.5 below):

11.1 Forms of Ownership.

(A) A Parcel may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-ownership. Co-ownership of Parcels may be permitted. If the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one (1) of the approved co-owners as the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant was the only actual Owner. The intent of this provision is to permit multiple owners, but to prohibit short term, transient use by several individuals or families. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one such change will be approved in any twelve-month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. The approval of a trustee, corporation or other entity as an Owner shall be conditioned upon designation of one (1) natural person as the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant was its only actual Owner. Any change in the



primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, consent or approval of the holders of the remainder interest shall not be required.

11.2 Transfers. Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively lease, or convey title to a Parcel or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to Occupy or use the Parcel shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee of their who was the decedent's lawful spouse or related to the Owner by blood or adoption within the first degree.

(C) Other Transfer. If any person acquires title in any manner not considered in the foregoing subsections, his right to Occupy the Parcel shall be subject to the approval of the Association under the procedure outlined in Section 11.3 below.

### 11.3 Procedures.

#### (A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Living Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the date of the proposed lease or transfer, together with the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Board may reasonably require. The Association may charge a transfer fee in the amount set by the Board for the cost of processing each application.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall

have no occupancy right unless approved by the Board, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to Give Notice. If no notice is given, the Board of Directors at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the transferee shall have no occupancy rights; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Key Card. As used herein, the term "key card" shall mean the device used to gain access to gated Association facilities.

(i) Turnover of existing card. If a key card was previously issued for that Parcel, the parties must acknowledge, in writing, that the seller will transfer the key card to the Buyer at closing and that the Buyer will agree to comply with the rules governing key cards.

(ii) No card issued. If no key card was previously issued for that Parcel, the Association will make arrangements for the issuance of a key card as soon after closing as reasonably practicable, at which time the Buyer will sign a document acknowledging receipt and agreeing to abide by the rules governing use of key cards.

(iii) Lost card. If a previously issued key card has been lost or misplaced, the seller shall pay the Association's current replacement fee, which shall be sent to the Association by the closing agent. Upon receipt, the Association will issue a new key card to the Buyer.

(C) Dues. All outstanding assessments, fines or other amounts owing to the Association must be collected by the closing agent and sent to the Association immediately after closing.

(D) Violations of Governing Documents. Any outstanding violations of the Governing Documents must either be corrected prior to closing, or a monetary amount sufficient to correct the violations, in the sole discretion of the Board, must be provided to the Association in escrow at closing. The new Owner shall have thirty (30) days from the date of closing to correct the violation, or the Association may use the escrowed funds to remedy the violation and charge any additional amounts incurred to the new owner.

11.4 Leasing. Only entire Living Units may be leased. No Living Unit may be leased for a period of less than three (3) months, nor may a home be rented more than two (2) times in any calendar year. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents, and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant, and shall provide that the Owner agrees that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and