

Owner fails to comply with the provisions of this subparagraph (xvii)(2), Owner shall be subject to the provisions of Community Code No. 4, as amended.

(xvii) The rental restrictions contained in this subparagraph 2(w) shall not apply to Living Units that are in a Building Condominium.

(xviii) Without leasing the entire Living Unit in accordance with this Fifth Amended Community Code No. 1, an Owner may not lease a room, bed, floor, or any other portion of the Living Unit. All occupants of a leased Living Unit, including children, shall be listed by name on the lease, except children of a listed resident who are born or adopted after the execution of the lease. Occupancy shall at all times be consistent with the size of the Living Unit so as to comply with Applicable Law.

(xix) If the Owner is delinquent in the payment of Assessments as required in Article 5 of the Declaration, and upon notification by the Association to the tenant and Owner, the Owner's tenant shall pay to the Association all unpaid installments of Assessments of any kind, provided, however, that the Owner's tenant shall not be required to make such payments to the Association in excess of, or prior to, the due dates for monthly rental payments unpaid at the time of the Association's notification. All such payments made by the tenant shall reduce by the same amount, the tenant's obligation to make monthly rental payments to the Owner.

(xx) In addition to the Association's remedy available under Section 2(w)(xix), in the event an Owner is delinquent in the payment of Assessments as required in Article 5 of the Declaration, the Association may take certain actions, including suspending the Owner's privilege to use and access certain Common Property or Community Areas and facilities. Any suspension of an Owner's privilege to use and access certain Common Property or Community Areas and facilities will simultaneously preclude use and access by any tenants of the Owner. From time-to-time, the Association may issue access cards to permit entry of Owners and authorized tenants into Community Property and facilities, and such access card may be deactivated in the event an Owner has unpaid Assessments that are thirty (30) days or more past due and/or upon unabated violations after employing due process enforcement procedures in accordance with Community Code No. 4, as it may be amended from time to time.

3. **Exemptions.** None of the restrictions contained in this Community Code shall be applicable to (i) improvements constructed by or to the activities of the Declarant and its employees, agents, contractors, designees and assigns, in its development and marketing activities within the Property; and (ii) to the Association, its employees, agents, contractors, designees and assigns in connection with the proper maintenance, repair, replacement and improvement of the Community Property or Community Areas.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Appendix One of the Declaration.

(w) Leasing. The following regulations and restrictions regarding leasing shall apply to all Living Units:

(i) Except to the extent otherwise provided herein, no Living Unit shall be leased by the Owner during the first twenty-four (24) months of ownership except in the case of a medical hardship or required business relocation or other financial hardship approved in writing by the Board of Directors.

(ii) No Living Unit shall be leased for an initial term of less than one (1) year. No Living Unit shall be leased except upon the written lease form provided by the Association (the "Bulle Rock Lease") that has been approved by the Board of Directors, a copy of which is attached hereto and incorporated herein.

(iii) The Bulle Rock Lease incorporates the requisite terms and conditions to lease a Living Unit in the Community, and the Owner must provide the tenant with copies of the Governing Documents and such Governing Documents are incorporated as material terms of the Bulle Rock Lease.

(iv) Month-to-month tenancies are not permitted in the Community. Thus, all leases must be renewed annually for at least one (1) year lease terms.

(v) All residents who are permitted to occupy a leased Living Unit shall be listed by name on the Bulle Rock Lease ("Permitted Occupants"). The tenant's visitors shall not reside at a leased Living Unit for more than two (2) weeks total during any calendar year, unless written permission is first secured from the Landlord and the Board of Directors. Tenant's guests, visitors and Permitted Occupants must abide by all applicable covenants and rules contained in the Bulle Rock Lease and the Governing Documents. A breach of the Bulle Rock Lease by a guest, visitor, or Permitted Occupant will be treated as a breach by the tenant.

(vi) The following definitions are applicable to this Section 2(w):

(1) "Credit Check" shall mean screening of a prospective tenant performed by a Third Party Screening Agency to confirm that the tenant has the financial ability to pay the rental amount of the lease.

(2) "Criminal History Check" shall mean screening of a prospective tenant performed by a Third Party Screening Agency to confirm, that tenant has not been convicted of any violent crime or crime of moral turpitude and is not a registered sex offender.