

From the Conner Creek Declaration of Covenants, Conditions, Restrictions and Easements

Article XV

Section 15.13. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respect to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Dwelling Unit or Lot may be leased for a period of less than one year.

ARTICLE XVII

LEASING OF DWELLING UNITS AND MAXIMUM NUMBER OF UNITS OWNED

Section 17.1 Limits on the Number of Leased Dwelling Units ("Rental Cap").

In order to ensure that the residents within Conner Creek share the same proprietary interest in and respect of the Dwelling Units and the Common Areas, no more than ten percent (10%) of the Dwelling Units may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article XVII. The Dwelling Units described in the next paragraph of Section 17.1 shall count towards the ten percent (10%) "cap". No more than one of the Dwelling Units in any particular building may be rented at one time.

Section 17.3 General Lease Condition. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling Unit other than the entire Dwelling Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By- Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. The Owner cannot be delinquent in the payment to the Association of any assessments or other charges to the Association.

If at any time an Owner becomes delinquent by more than fifteen (15) days, the Board shall have the right to revoke said Owner's right to lease the Owner's Dwelling Unit, even if during the term of a lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Managing Agent with the name of the tenant(s) and any other residents living in the home.

Section 17.4. One Year Waiting Period. In addition to all other provisions of this Article XVII, for a period of at least one (1) year after an Owner's acquisition of a Dwelling Unit, said Owner cannot lease such Dwelling Unit. After such time, said Dwelling Unit will be eligible to be leased if all other conditions of this Article XVII are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association.

Section 17.6. Association's Copy of Lease.

A copy of each executed lease by an Owner which identified the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

Section 17.7 Definition of "Rent" or "Lease".

As used in this Article XVII, any references to "rent" or "lease" shall include any circumstance or arrangement whereby a Dwelling Unit is solely occupied by one or more non-Owners. Also, as for the last paragraph of Section 17.1 above, for an Owner of a Dwelling Unit: (1) that is solely occupied by one or more non- owners as of the date of recording of these provisions, and (2) where there is no written lease; such Owner shall provide a written statement to the Association's Managing Agent within thirty (30) days of recording as to the circumstances of the occupancy and the names of all occupants.