

## **ARTICLE XIII**

### **Leases**

**Section 1.** Any member who desires to rent or lease a home or lot within property governed by the Declaration of Restrictions shall inform the Association in writing at least 10 days prior to executing a lease with a prospective tenant and simultaneously provide the Association a copy of the proposed lease for its review for compliance with the Declaration of Restrictions and these By-Laws. A member desiring to lease a home or lot shall reimburse the Association for any costs incurred in that review, including legal fees.

**Section 2.** No home or lot shall be leased for a term of less than 30 days.

**Section 3.** Tenants and non-member occupants shall comply with the Declaration of Restrictions and these By-Laws. Tenants and non-member occupants shall have no right to use the Common Properties. If a member renting a home or lot fails to pay any assessment when due, the Association may demand that payment be made by a tenant or non-member occupant, which if paid will not be deemed a violation of the lease by a tenant or non-member occupant. A member shall indemnify and hold the Association harmless from any loss, claim, damage, or expense of any kind suffered by the Association caused in whole or part by the lease of a home or lot.

**Section 4.** The Association may recover any expenses it incurs, including court costs and attorney fees in proceedings in law or equity, in the course of enforcing this Article against a member, and such expenses may be enforced as a lien on any lot not in compliance in the same manner as an unpaid maintenance assessment.