

5.22. **Leases.** No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be on forms approved by the Association and 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 this Declaration, the Articles of Incorporation and By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. The default of an Owner in the payment of annual special or other assessments shall be deemed to be a, (but not the only), reasonable basis for withholding approval of a lease. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repair or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not

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to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The foregoing shall not apply to leases made by the Developer or its affiliates.

5.23. Roofs. The roofs (including the patio roofs) of the Units are not to be used for any purpose, and no plants, planters or any other items may be placed thereon.

5.24. Speakers. No audio speakers, whether part of a radio, television, stereo system or otherwise may be on, in or attached to a party wall.

5.25. Occupancy Limit. The occupancy of a Unit shall be limited to eight (8) persons, including children.

5.26. Meters. It is hereby agreed that no Owner shall be responsible nor permitted to maintain, service, repair or remove, in any fashion, any water meter installed in any Lot or in any portion of the Common Areas. Each Owner, the Association and the Developer, jointly and severally, hereby grant a right of access, ingress and egress to the applicable water and sewer authorities (the "Authority") to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities, and all appurtenances thereto, and/or sewage transmission and collection facilities and all appurtenant equipment, with full right of ingress thereto and egress therefrom, on any Lot or any portion of the Common Area and such right to remove any pavement, or other surfaces as may be necessary for the Authority to service any water