

DECLARATION OF COVENANTS, ARTICLE VIII

NOTE: *Bylaws Article II, Section 4, stipulates "Lot", as used herein, shall mean any plot or parcel of land on which a dwelling is located or will be located within the Property. "Lot" includes a unit within a condominium association within the Property.*

Section 9 Residential Use – Leasing

- (a) An Owner may sell his Lot or any interest therein without the consent of the Association. Lots and the improvements thereon are for private single family residential use and no portion of any Lot (other than the entire Lot) shall be leased for any period, and no transient tenants may be accommodated therein, nor shall any Lot or portion thereof be utilized for hotel purposes nor shall the initial term of any such lease be less than one year. Single Family is defined herein as an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three individuals not all so related who maintain a common household in a Residential Unit. A one-year lease, at its expiration, may be converted to a month-to-month lease for the original tenant(s) of that lease. Rent-backs as part of a contracted real estate transaction are permitted.
- (b) Any Owner who shall lease his Lot shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Association. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject to and subordinate in all respects to the provisions of the governing documents for the Association. The Association may require that an addendum to the lease, in a form adopted by the Association's Board of Directors, be signed by the leasing Owner and the tenant. The addendum may require the payment of rent directly to the Association in the event the Owner is delinquent in the payment of assessments or other charges due the Association and for which a statutory lien has been recorded among the Land Records. A copy of the current governing documents for the Association shall be placed in the leased Lot by the Owner and retained there by the tenant. The provisions of this Section shall not apply to any institutional mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.
- (c) Notwithstanding any other provision of the Declaration, excepting those Lots leased by the family member of the Owner, not more than ten percent of the total Lots within the Association may be leased at any given time. Family member of the owner is defined as spouse, and parents thereof; children (including step child or adopted child), and spouses thereof; and brothers and sisters, and spouses thereof. Domestic partners have the same status as spouses herein. No owner, or any person(s) or legal entity(ies) with an ownership, leasehold, controlling, or other interest in a Lot, may lease (or be party to a lease of) more than one Lot at any given time. The number of rentals shall not be enforceable against those Owners of record as of the date of recording of this amendment among the Anne Arundel County Land Records. Upon transfer of ownership, the limitation will be enforceable with regard to the transferred Lot. In the event that a Lot is owned by a trust, transfer of ownership will be deemed to occur upon the actual transfer of title of the Lot to a new owner or twenty-five (25) years from the date this amendment is recorded among the Land Records, whichever first occurs. Upon written request, the Board of Directors in its sole discretion on a case-by-case basis, may permit leasing of any Lot on a temporary basis for good cause.
- (d) If a lot is leased without the knowledge of the Association, the Association has the right to enforce the provisions in item (b) of this Section or, if the lease does not meet the requirements of item (c) of this Section, the Association may direct the Owner to initiate an eviction or direct the Owner not to renew the lease.

(e) All dwellings shall be used for private residential purposes exclusively, except that a no-impact home-based business or a professional office may be maintained in a dwelling, provided that such maintenance and use:

- (1) Is limited to the person actually residing in the dwelling,
- (2) Is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation,
- (3) Is consistent with the residential character of a dwelling unit,
- (4) Requires no external modifications to the unit which would detract from its residential appearance,
- (5) Uses no equipment or process that creates noise, vibration, glare, fumes, odors or electric interference detectable by neighbors,
- (6) Causes an increase in Association expenses, and
- (7) Does not involve use, storage or disposal of hazardous materials.