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STATE OF GEORGIA COUNTY OF FULTON

Cross Reference: Deed Book 8847 Page 247 Deed Book 28384

Page 337

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH FARM

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm was recorded on January 14, 2000, in Deed Book 28384, Page 337, et seq., Fulton County, Georgia, records ("Declaration"); and

WHEREAS, Article XI, Section 11.01, of the Declaration provides for amendment of the Declaration by an agreement signed by Owners holding at least two-thirds (2/3) of the total votes in the Association at a duly called meeting, provided that the proposed amendment shall be included in the notice of such meeting; and

WHEREAS, the Georgia Nonprofit Corporations Code provides that any action that may be taken at any membership meeting may be taken outside a meeting by written ballot in compliance with O.C.G.A. 14-3-708; and

WHEREAS, at least two-thirds (2/3) of the total votes in the Association have approved this Amendment at a duly called meeting, the notice of which meeting contained the proposed Amendment, or at least two-thirds (2/3) of the Association has voted in favor of this Amendment using a written ballot outside a meeting; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege held by the holder of any mortgage on a Lot; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title. interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this amendment, then this amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected mortgage holder;

NOW THEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm is hereby amended as follows:

1.

Article IX, Section 9.06 (b) of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following new Section 9.06(b):

(b) Lease or rental of a Lot (including all buildings thereon) for residential purposes shall not be considered to be a violation of this covenant so long as the leasing of such Lot fully complies with Section 9.13, hereof.

2.

Article IX of the Declaration is hereby amended by adding thereto the following new Section 9.13:

9.13 Leasing. In order to protect the equity of the individual Lot Owners at North Farm, to carry out the purpose for which the Property was formed by preserving the character of the Property as a homogenous residential community of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Lots shall be prohibited.

(a) Definitions.

- (1) "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing hereunder.
- (2) "Open Leasing Status" shall authorize a Lot to be leased at any time. Each Lot at North Farm which is being leased on the date that this Declaration is recorded in the Fulton County, Georgia records shall have Open Leasing Status until the Lot is sold at which time the Lot shall automatically be converted to Restricted Leasing Status. Unless so converted to Restricted Leasing Status, the Lot shall be in Open Leasing Status until such time as title is conveyed to any person or entity other than the person or entity holding record title on the date that this Declaration is recorded in the Fulton County, Georgia records, after which conveyance the Lot shall automatically be converted to Restricted Leasing Status. Open Leasing Status may also be conferred upon a Lot as provided in subparagraph (b) below.
- (3) "Restricted Leasing Status" shall subject a Lot to the restrictions on leasing contained in subparagraph (b) below. All Lots which are not being leased on the date that this Declaration is recorded in the Fulton County, Georgia records shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in subparagraph (b) below.

- (b) Leasing Status. No Owner of a Lot in Restricted Leasing Status may lease his or her Lot if five (5%) percent or more of the Lots in the Property are in Open Leasing Status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Lot in Restricted Leasing Status may apply in writing to the Board of Directors for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Lot shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than five (5%) percent of the Lots are in Open Leasing Status, the Board shall notify the Owner of the Lot at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Lot or it shall automatically revert to Restricted Leasing Status. Any Lot in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Lot is not subject to an approved lease for ninety (90) or more consecutive days.
- (c) Undue Hardship. Notwithstanding the provisions of subparagraph (b) above, the Board of Directors shall be empowered to allow reasonable leasing of a Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to, (1) where a Lot Owner must relocate his or her residence outside the Atlanta metropolitan area for employment purposes and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot for a price no greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph (c), have demonstrated that the inability to lease their Lot would result in undue hardship, and have obtained the requisite written approval of the Board may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the lessee and the Owner's address other than at the Property and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Paragraph shall be voidable at the option of the Board of Directors.

- (d) General Leasing Provisions. Such leasing as is permitted by this Paragraph shall be governed by the following provisions:
- (1) All leases shall be in writing in a form approved by the Board prior to the effective date of the lease. Attached hereto as Exhibit "A" is a form which is deemed acceptable.
- (2) All leases must be for an initial term of at least six (6) months, except with written Board approval.

- (3) There shall be no subleasing or assignment of leases unless approved in writing by the Board. Lots may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be accommodated on a Lot.
- (4) All leases shall be subject to the Declaration, the Bylaws and the Association's rules and regulations. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations, and the lease form shall provide that the Owner has done so.
- (5) The maximum number of occupants of a dwelling on a Lot shall be limited to two (2) people per bedroom in the dwelling. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.
- (e) Notice of Lease. Within ten (10) days after entering into the lease of a Lot, the Owner shall provide the Board of Directors with the name and phone number of the lessee and the names of all other people occupying the Lot, the Owner's address other than at the Property, and such other information as the Board may reasonably require. Notwithstanding anything in the Declaration to the contrary, failure to provide the above information to the Board within ten (10) days after entering into the lease of a Lot may result in a fine against the Owner for each day that the information is not provided to the Board. Nothing herein shall be construed as giving any party the right to approve or disapprove a proposed lessee.
- (f) Provisions Required in Lease Agreements. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly stated therein, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:
- agrees to abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to do so. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to North Farm Homeowners' Association, Inc., acting through the Board, the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

- (2) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities.
- (3) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all annual and special assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not 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 Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee.

- (4) Maximum Number of Occupants. The maximum number of occupants of the leased property shall be no more than two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight at the leased property for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Lessor and the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.
- (g) Applicability of this Section 9.13. Leases existing on the date which this Amendment is recorded in the Fulton County, Georgia records shall not be subject to the terms of this Paragraph; such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Any Owner of a Lot which is leased on the effective date of this Declaration shall place on file with the Board of

Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment is recorded in the Fulton County, Georgia records.

This Section 9.13 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

3.

Article XI, Section 11.01 of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following new Section 11.01:

11.01 Amendments by the Association. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof.

Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Fulton County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Fulton County, Georgia, land records, then such amendment or document shall be presumed to be validly adopted.

IN WITNESS WHEREOF, the undersigned officers of North Farm Homeowners Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association members.

[SIGNATURES ON FOLLOWING PAGE]

This <u>1St</u> day of <u>OCYODER</u>

NORTH FARM

HOMEOWNERS ASSOCIATION, INC.

By: /

Attest:

Secretary

Sworn to and subscribed to before me this 157 day of

OCTOBER, 2001- 2002

Notary

[NOTARY SEAL]

Notary Public Cherokee County, Georgia My Commission Expires October 18, 2003

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Exhibit "A" to Amendment

STATE OF GEORGIA

COUNTY OF FULTON

<u>LEASE AGREEMENT</u>
THIS AGREEMENT is made this day of, 20, by and between
(hereinafter called "Lessee");
WITNESSETH
That, in consideration of the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:
1. PREMISES LEASED, TERM OF LEASE, AND OCCUPANCY. Lessor does hereby rent and lease to Lessee a Lot at [address] in North Farm subdivision (hereinafter the "Premises"), for a term of (not less than six (6) months), commencing on, 20, and ending at midnight on,
(not less than six (6) months),
20 and ending at midnight on,
2. RENT. Lessee covenants and agrees to pay to Lessor total rent for the term equal to Dollars (\$
installments of Dollars (\$) promptly on the first day
of each rental month in advance during the term of this Lease, without deduction or demand. Rent shall be paid at
[address where rent to be paid]. The rent amount specified above is subject to adjustment during the term of the Lease as described in Paragraphs 3 and 8 below.
3. RENT ADJUSTMENT. It is expressly agreed and understood that, at any time, the rent due may be increased in
the amount of any assessment and/or real estate tax increases incurred by Lessor during the term of this Lease. Lessor or
Agent may adjust rent pursuant to the foregoing by delivering a notice of the adjustment at least thirty (30) days before such
adjustment is to take effect, which notice shall be deemed delivered when (a) sent certified or registered mail to Lessee at the
address of the Premises; (b) personally delivered to Lessee; or (c) left at the Premises.
4. LATE PAYMENTS AND RETURNED CHECKS. Time is of the essence in this Agreement, and if Lessor elects to
accept rent after the day of the month, a late charge, upon request of Lessor, of \$ may be
charged as additional rent. In the event Lessee's rent check is dishonored by the bank, Lessee agrees to pay Lessor
as a handling charge and, if appropriate, the late charge. Returned checks shall be redeemed by
cash, a cashier's check, certified check, or money order. If more than two checks are returned, Lessee agrees to pay all future
rents and charges in the form of cash, a cashier's check, a certified check, or money order.
5. <u>SECURITY DEPOSIT</u> . Upon the execution of this Lease, Lessee covenants and agrees to pay to Lessor a security
deposit in the amount of
after the Premises are vacated if:
(a) the lease term has expired or this Lease has been terminated by both parties;
(b) all monies due Lessor by Lessee have been paid; and
(c) the Premises are not damaged and are left in the same condition as exists at the execution of this Lease, normal
wear and tear excepted.
The deposit may be applied by Lessor to satisfy all or part of Lessee's obligations, and such application shall not
prevent Lessor from claiming damages in excess of the deposit. Lessee agrees not to apply the deposit to any rent payment
and also agrees to pay \$ for re-keying locks if all keys are not returned. Lessee acknowledges receipt
of keys.
In the event that any part of the deposit has been used by Lessor in accordance with the terms of this Lease or
applicable law, Lessee shall upon demand immediately deposit with Lessor a sum equal to the amount so applied by Lessor so

that Lessor shall have the full deposit on hand at all times during the Lease term including any extension, renewal or holdover

term. In the event of any permitted assignment or sublease of this Lease by Lessee, the deposit shall be deemed to be held by Lessor as a deposit made by Lessee's assignee or sublessee, and Lessor shall have no further liability to return such deposit to the assignor or sublessor.

The foregoing notwithstanding, if Lessor is not a natural person, has used a rental agent, or leases more than ten (10) rental units:

(i) The security deposit shall be deposited in Escrow Account No.	. at
[bank]; and	_,
(ii) Prior to the acceptance of a security deposit, Lessor shall present Lessee with a list signed by Le	ssor of all
damage, if any, to the Premises, and Lessee, after having been given an opportunity to inspect the Premises to ascertain	the
accuracy of the list, shall either verify the list by signing it or shall notify Lessor in writing of any items on the list to wh	ich

Lessee dissents.

- 6. <u>ASSOCIATION IS THIRD-PARTY BENEFICIARY</u>. Lessee and Lessor acknowledge that North Farm Homeowners' Association, Inc. (hereinafter the "Association"), is a third-party beneficiary of the promises made in this Lease Agreement.
- 7. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Lessee shall comply strictly with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm (hereinafter the "Declaration"), the Bylaws of North Farm Homeowners' Association, Inc. (hereinafter the "Bylaws"), and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Lease, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, all remedies available to a landlord upon breach or default of a lease (including eviction). Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict Lessee on behalf of and for the benefit of Lessor, in accordance with the terms hereof. In the event the Association proceeds to evict Lessee, any cost associated with the eviction, including attorney's fees and court costs, shall be specially assessed against the Premises and shall be a personal obligation of Lessor, such being deemed hereby as an expense which benefits the leased Premises and Lessor.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Bylaws, and rules and regulations of North Farm Homeowners' Association, Inc., that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, such fine may be assessed against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Premises.

8. PAYMENT OF ASSESSMENTS. Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during and prior to the term of the Lease and any other period of occupancy by Lessee; provided, however, Lessee need not 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 request. All such payments made under this Paragraph shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, interest, and costs of collection including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Lease and any other period of occupancy by Lessee.

- 9. <u>POSSESSION</u>. Lessor shall not be liable for damages to Lessee for failure to deliver possession of the Premises to Lessee at the commencement of the term if such failure is due to no fault of the Lessor. Lessor shall use his or her best efforts to give possession of the Premises to the Lessee at the beginning of Lessee's term.
- 10. MAINTENANCE AND INDEMNIFICATION. Lessee accepts the Premises in the condition in which they are now and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements on the Premises, except that on written notice from the Lessee of any defect rendering the Premises unsafe or untenantable, Lessor shall remedy such defective condition. Lessee shall comply with all notices and other requirements, including the Declaration, Bylaws and rules and regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Lessor harmless from any damage or injury to the person or property of Lessee or any other person if such damage or injury be due to the act or neglect of the Lessee or any other person in his or her control or employ, or if such damage or injury be due to any failure of Lessee to report in writing to Lessor any defective condition which Lessor would be required to repair under the terms hereof on notice from Lessee. Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of (a) Lessee's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about the Premises to Lessee's invitees or licensees or such person's property; (c) Lessee's failure to comply with any requirements imposed by any governmental authority and as provided in Paragraph 7 hereof; and (d) any judgment, lien, or other encumbrance filed against the Premises as a result of Lessee's action. All personal property located or stored in the Premises or on Common Property of North Farm shall be kept and stored at Lessee's sole risk, and Lessee shall indemnify and hold harmiess Lessor and the Association from and against any loss or damage to such property arising out of any cause whatsoever. Lessor and the Association shall not be liable, except in the case of Lessor's direct negligence or willful misconduct, for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises or the Common Property and facilities sustained by Lessee or by any person claiming through Lessee.
- 11. <u>USE AND OCCUPANCY</u>. The Premises will be used solely for the purpose of Lessee's residence. Lessee shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, and Lessee shall comply with all applicable laws, ordinances, covenants and rules and regulations. Lessee shall not paint, redecorate, remodel or make any structural changes to the Premises, nor shall Lessee remove or replace any fixtures on or from the Premises. Lessee shall not damage, destroy or commit waste on the Premises, nor permit any other person to damage, destroy or commit waste on the Premises.

Lessor transfers and assigns to Lessee for the term of this Lease any and all rights and privileges that Lessor has to use the Common Property of North Farm including the recreational facilities and other amenities.

The maximum number of occupants of the Premises shall be no more than two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight at the leased property for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Lessor and the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

- 12. <u>UTILITIES</u>. All utility bills for services separately metered or billed to the Premises during the lease term shall be paid by ______ [lessee or lessor].
- 13. <u>PETS OR ANIMALS</u>. Lessee shall keep only those pets or animals that comply with the Declaration and the rules and regulations adopted by the Board of Directors, and then only with prior approval from Lessor.
- 14. <u>ASSIGNMENT AND SUBLEASING</u>. Lessee shall not assign this Lease or sublet the Premises or any part thereof without the written permission of Lessor and the Board of Directors of the Association, pursuant to its duly adopted rules and regulations.
- 15. <u>CASUALTY</u>. If the Premises are rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as of that date.
- 16. ACCESS. Lessor, his or her agents, and the agents of the Association shall have the right of access to the Premises, upon notice to Lessee, between the hours of 8:00 a.m. and 8:00 p.m., to inspect, maintain, and improve the Premises, and for the purpose of showing the Premises to prospective tenants during the last month of the lease term. In case of emergency, such parties may enter at any time to prevent property damage or personal injury.

of the owner for the purpose of service of process and receiving	of the Premises, or the person authorized to act for and on behalf and receipting for demands and notice is:
	(owner) (agent)
130 00	(address)

- 18. <u>HOLDOVER</u>. Lessee shall not remain in possession of the leased Premises after the expiration of this Lease. Any holding over of the leased Premises by Lessee after the expiration of this Lease without a written renewal thereof or written consent from Lessor's agents and written approval of the Board of Directors of the Association shall not constitute a tenancy-at-will by Lessee, but Lessee shall become a tenant-at-sufferance. There shall be no renewal whatsoever of this Lease by operation of law. The Association, as attorney-in-fact on behalf of Lessor, shall be empowered to bring an action to evict Lessee in the event that Lessee holds over beyond the term of this Lease.
- 19. <u>SURRENDER</u>. Whenever under the terms hereof Lessor is entitled to possession of the Premises, Lessee shall at once surrender the Premises to Lessor in as good condition as at present, natural wear and tear excepted, and Lessor may forthwith reenter Premises and repossess himself or herself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry or detainer, trespass, or other tort.
- 20. <u>ABANDONMENT</u>. If Lessee removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy without first having paid Lessor all monies due, the Premises may be considered abandoned, and Lessor shall have the right without notice, to store or dispose of any property left on the Premises by Lessee. Lessor shall also have the right to store or dispose of any of Lessee's property remaining on the Premises after termination of this Agreement. Any such property shall be considered Lessor's property, and title thereto shall rest in Lessor. Lessor shall have the right to re-rent the Premises after Lessee abandons same.
- 21. <u>DEFAULT</u>. Any breach or violation of any provision of this Lease by Lessee shall give Lessor the right to terminate this Lease or to take possession and hold Lessee liable for the remainder of the term. Should possession be obtained, Lessor, at Lessor's option, may re-rent the Premises as Lessee's agent at the risk and cost of the defaulting Lessee, whose default shall not relieve him or her of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.
- 22. <u>CONDEMNATION</u>. In the event that the Premises or any part thereof (other than Common Property, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall reminate as of the date possession shall be taken by the condemnor. Lessee waives all claims against Lessor or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Lessor may receive, hereby quitclaiming all interest therein to Lessor.
- 23. <u>SUBORDINATION OF RIGHTS</u>. Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.
- 24. ENTIRE AGREEMENT AND WAIVER. This Lease contains the entire agreement of the parties, and no representation, inducement, promises or agreements not contained herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.
- 25. <u>REMEDIES CUMULATIVE</u>. All remedies under this Lease or by law or equity shall be cumulative. If suit for any breach of this Lease establishes a breach by either Lessor or Lessee, the party found in breach shall pay to the other party all expenses incurred in connection therewith, including, but not limited to, attorney's fees.
- 26. <u>ILLEGAL ACTIVITIES</u>. The conduct of any unlawful activities on the Premises shall constitute a breach of this Lease.

27. <u>SUCCESSORS</u> . This Lease shall impre to the benefit of and shall bind the heirs, successors, persons epresentatives, and assigns of all parties to this Lease.
28. TERMINATION OF LEASE UPON SALE OF LOT. If at any time during the term of this Lease, Lesso entracts for the sale of the Lot, the Lessor shall send Lessee written notice of such proposed sale stating the date on which essee must vacate the Lot, which date shall not be later than (the date the lease terminates) essee shall have at least thirty (30) days from the date of the notice to vacate the Lot; provided, however, that Lessee shall ease the Lot on or before (the date the lease terminates) if notice of sale is sent less than thirty ays prior to the date this Lease Agreement terminates. If Lessee is required to vacate the Lot pursuant to this Paragraph, this ease shall terminate upon the date which Lessee is required to vacate the Lot as stated in the notice of sale.
29. SPECIAL STIPULATIONS.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.
LESSOR:
(Signature)
Nanie:(Please Print)
LESSEE: (Signature)
Name:(Please Print)