

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS and EASEMENTS FOR
CHESTNUT HILL PLANTATION**

ARTICLE II

PROPERTY RIGHTS

SECTION 2. DELEGATION OF USE.

(a) An Owner may delegate, in accordance with the By-Laws, the Owner's rights of enjoyment of the Common Area and Recreational Facilities to members of the Owner's household and to lessees who reside on the Lot of such Owner.

(b) An Owner who delegates the Owner's rights of enjoyment of the Common Area and Recreational Facilities to a lessee shall provide information regarding the delegation of such use as required by the Association prior to the lessee using the Common Area and Recreational Facilities.

(c) An Owner who delegates the Owner's rights of enjoyment of the Common Area and Recreational Facilities shall inform the person delegated such rights of the Association's covenants, conditions, restrictions, rules, and regulations regarding the use of the Common Area and Recreational Facilities. The Owner is liable and responsible for the conduct of the person delegated such rights and that person's guests. In addition to other enforcement procedures and penalties provided in the Declaration, rules, and regulations, the Association may reasonably fine the Owner and suspend the right to use of the Common Area and Recreational Facilities by the Owner and the person delegated such rights for a period not to exceed sixty (60) days, for an infraction of the Association's Declaration, rules, and regulations. The fine shall be added to and become part of the assessment to which the Owner is subject and shall become a lien against the Lot of the Owner.

SECTION 3. LEASES OF LOTS.

(a) An Owner shall not lease a residence on the Owner's Lot, unless the Owner has occupied the residence for at least one (1) year prior to the start of the lease. The Owner shall provide reasonable evidence of occupancy to the Association upon request. An Owner who owns a Lot on or before the recording date of the amendment to this section may lease a residence on such Lot without the restrictions provided in this subsection.

(b) Leases must be for a period of at least thirty (30) days, and an Owner shall not advertise or otherwise hold out a residence on the Owner's Lot for leases of less than thirty (30) days. Short-term rentals are specifically prohibited, including, but not limited to, Airbnb and VRBO rentals.

(c) A lease agreement must be in writing. The lease agreement must provide that the lease terms are subject to the Association's Articles of Incorporation, By-Laws, Declaration, rules, and regulations, and that a failure to comply with the terms of such documents is considered a default under the lease terms.

(d) An Owner who leases a residence on the Owner's Lot shall provide a copy of the lease agreement to the Association no later than thirty (30) days after entering into the lease agreement. An Owner who leases a residence on or before the recording date of the amendment to this section shall provide a copy of the lease agreement to the Association no later than thirty (30) days after the recording

date. If a lease agreement is amended, extended, or renewed, an Owner shall provide a copy of the amendment, extension, or renewal to the Association no later than thirty (30) days after the amendment, extension, or renewal goes into effect. An Owner shall provide other reasonable information as required by the Association for the purpose of administering and enforcing the provisions of this section.

(e) The Association may charge a reasonable fee to offset costs associated with the collection and maintenance of lease agreements and information.

(f) An Owner who leases a residence on the Owner's Lot shall inform the lessee of the Association's covenants, conditions, restrictions, rules, and regulations regarding the maintenance and use of the Owner's residence and Lot. The Owner is liable and responsible for the maintenance and use of the residence and Lot, as well as the conduct of the lessee and the lessee's invitees. In addition to other enforcement procedures and penalties provided in the Declaration, rules, and regulations, the Association may reasonably fine the Owner for an infraction of the Association's Declaration, rules, and regulations. The fine shall be added to and become part of the assessment to which the Owner is subject and shall become a lien against the Lot of the Owner.