Common Area(s) or other portions of the Property, including, but not limited to, construction or installation of any type of structure or vegetation. Each Owner shall, at its own expense, maintain the drainage ways and channels on its Lot or Tract in proper condition free from obstruction. The Master Association shall have the right, after ten (10) days notice to an Owner, except in the case of emergency (in which case the Master Association shall have an immediate right of access), to repair or otherwise maintain the drainage way or channel on said Owner's Lot or Tract, which the Master Association, acting through the Architectural Committee, determines has not been maintained by the Owner in compliance with this provision. All costs and expenses, including, but not limited to, reasonable attorneys' fees and costs incurred by the Master Association shall be borne by the Owner, and shall be paid to the Master Association upon demand, plus interest at an annual rate of twelve percent (12%) from ten (10) days after said demand until paid in full. Any sum not paid by an Owner may be treated as an assessment, subject to lien, and collected in like manner as Assessments levied pursuant to this Declaration. For the purpose of this clause, "drainage" means the drainage that exists at the time the overall grading of the Lots, Tracts, rights-of-way, and Master Common Area(s) were completed by the Declarant or any Builder in accordance with plans approved by ***[_____ County/City of _____]***. Notwithstanding anything contained herein to the contrary, in the event the applicable Owner or Master Association fails to maintain any such drainage areas, then, in that event, ***[_____ County/City of _____]*** County shall have the right to enter upon and maintain any such drainage areas, whether or not the same are located on any Lot, Tract or within the Master Common Areas, and the costs thereof incurred by ***[_____ County/City of _____]*** shall be charged to the Master Association and become part of the Assessments payable by the Owners pursuant to the terms hereof.

4.22 <u>Health, Safety and Welfare</u>. In the event additional uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Architectural Committee may make rules restricting or regulating their presence on the Lot or Tract as part of the Property Rules.

4.23 <u>Leasing; Obligations of Tenants and Other Occupants</u>. All tenants shall be subject to the terms and conditions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Master Association. Each Owner shall cause his, her or its Residents or other occupants to comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Master Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of those documents. No Owner may lease less than his, her or its entire Lot. No Lot may be leased for a period of less than three (3) consecutive months. Each Owner who rents a Lot or his Dwelling Unit thereon is required to advise the Board within fifteen (15) days of the effective date of the lease therefor. The Owner is required to furnish the Board with a copy of the signed lease and any renewals or revisions. Written leases are required. All leases must restrict occupancy to no more than five (5) unrelated Persons or to a single family of legally related Persons of any size. The Owner of a leased Lot or Dwelling Unit must furnish the Board with a tenant information form (provided by the Board) certifying that the tenant has agreed to be bound by this Declaration, the Articles, the Bylaws and the rules and regulations of the Master Association; and that the Owner

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