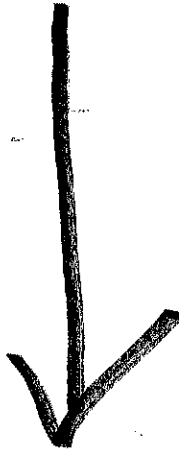
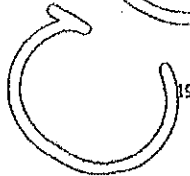


CERTAIN RESIDENTIAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to Declarant or any of its designees or Lots or other property owned by Declarant or its designees, or to Builders or to Lots or other property owned by Builders; provided, however, that the provisions of this Article VII shall not be applicable to Lots other than Residential Lots unless and to the extent provided in a Supplemental Declaration applicable to such Lots.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a related structure, if applicable. No building shall be created, altered, placed or permitted to remain on any Lot other than one Unit. Temporary uses by Declarant and its affiliates and by Builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses shall not be restricted. No changes may be made in buildings erected by Declarant or its affiliates (except as such changes are made by Declarant) without the consent of the Modifications Committee.

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Section 3. Easements. Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering The Properties and/or as provided herein. The area of each Lot covered by an easement and all improvements in such area shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. Notwithstanding the foregoing, the Owner of any land subject to an easement shall be responsible for maintaining the sod, landscaping and any other improvements on the surface of the easement area, except to the extent same are to be restored by the easement holder as a result of its disturbance of the surface area in the course of maintaining, repairing or replacing lines or other surface-level or subsurface installations.

The City, utility companies, telephone company, the Association, and Declarant and its designees, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, gas, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats. These requirements are in addition to any set forth on the recorded plats of The Properties.

Section 4. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 9 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

Section 5. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by Declarant during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any

Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder connected to a barbecue grill and for such other tank as is designed and used for household purposes and approved by the Modifications Committee. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Modifications Committee); provided however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Modifications Committee.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless the type, size, location and other attributes thereof are in accordance with the applicable rules and regulations of the sign ordinance governing the Winterlaks Planned Unit Development and any rules and regulations adopted, or to be adopted, by the Association's Board of Directors or the Modifications Committee. Absent such rules and regulations no such signage shall be

permitted. Notwithstanding the foregoing, signs used by the Declarant and its affiliates and by Builders (to the extent such signs are approved by the Declarant) during the development, construction and sale of The Properties shall at all times be permitted.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 9 WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than three (3) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association for such purposes, if any, and Owners shall be responsible to clean-up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. No outdoor pets or outside pet dwellings (dog houses, etc.) shall be permitted.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted, provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

Section 10. Architectural Control Except as to initial construction by Declarant or by Builders, no building or other structure or improvement or addition of any nature (including, but not limited to fences, walls, swimming pools, screen enclosures, patios or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, statues, benches and other site furniture visible from the street adjacent to or in view of any Unit, planters, birdhouses, other pet houses, mail and/or newspaper boxes, exterior lighting, swales, asphalt/sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed, altered or relocated on any Lot, or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Modifications Committee (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Modifications Committee and all necessary governmental permits are

obtained. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence, or other structure or improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered or removed only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Modifications Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature and how long they may remain in place).

The Modifications Committee shall have the power to promulgate such rules and regulations (which may be in the form of a manual) as it deems necessary to carry out the provisions and intent of this Section. A majority of the Committee may take any action the Committee is empowered to take, may designate a representative to act for the Committee and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity. The Modifications Committee shall act on submissions to it within forty-five (45) days after receipt of the same (and all) further documentation required by it) or else the request shall be deemed approved.

No request for approval shall be valid or require any action unless and until all Assessments on the applicable Lot (and any interest thereon) have been paid in full or if any other violation of this Declaration or the Association rules and regulations remains uncorrected.

In light of the fact that the types, styles and locations of Units may differ among the Neighborhoods, in approving or disapproving requests submitted to it hereunder the Modifications Committee may vary its standards among the Neighborhoods to reflect such differing characteristics. Accordingly, the fact that the Modifications Committee may approve or disapprove a request pertaining to a Lot in one Neighborhood shall not serve as precedent for a similar request from an Owner in another Neighborhood where one Neighborhood has relevant characteristics differing from the other. In determining standards for architectural approval in specific Neighborhoods, the Modifications Committee may, but shall not be required to, consult with the applicable Neighborhood Committee in such regard, provided that the Modifications Committee shall be the final authority in determining and enforcing such standards.

In the event that any new improvement or landscaping is added to a Unit or Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have all legal and equitable rights and remedies available to it as well as the specific right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days prior written notice

of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be an Individual Assessment against the Lot, which Individual Assessment shall be payable upon demand and secured by the lien for Assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Modifications Committee shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Modifications Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association and its officers and directors generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations, and for reasonable attorneys' and paraprofessional fees, costs, and expenses, including expenses not otherwise taxable as costs, incurred in the defense of such claims.

The Modifications Committee may, but shall not be obligated to, require that any request for its approval be accompanied by the written consent of the Owners of the Lots [up to five (5)] adjoining or nearby the Lot or Unit proposed to be altered or further improved as described in the request.

Without limiting the generality of Section 1 of this Article, the foregoing provisions shall not be applicable to Declarant, its affiliates or designees, or to Builders.

Section 11. ~~Commercial Vehicles, Trucks, Trailers, Campers.~~ No trucks (other than those of a type, if any, expressly permitted by the Association) or commercial or public service vehicles, or campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on The Properties, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" and "public service vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial or public service vehicle.

The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates.

All Owner and other occupants of Units are advised to consult with the Association prior to purchasing or bringing onto The Properties any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within The Properties.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 12. Parking on Common Areas and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Areas (including swales and roadways) except to the extent, if at all, a portion(s) of the Common Areas is specifically designated for such purposes or such parking is for a social or similar event and, as such, is temporary in nature.

All Owners and Members Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on a trailer (or some other vehicle or trailer) in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

No parking shall be permitted on any portion of a Lot except its driveway and garage.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 6:00 p.m. on the evening prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section.

Section 14. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of The Properties except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself. Enforcement shall be subject to the then existing applicable laws.

Section 15. Waterfront Property. As to all portions of The Properties which have a boundary contiguous to any lake or canal, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake or canals unless erected by Declarant or its affiliates.

(b) No boat, boat trailer or vehicular parking or use of canal or lake slopes or shore areas shall be permitted. No boats or water craft of any type shall be used on any body of water which is part of the Common Areas, except those used by the Association, the City or any contractor of either for maintenance or other lawful purposes.

(c) No solid or liquid waste, litter or other materials may be discharged into or onto or thrown into or onto any lake or other body of water or the banks thereof.

(d) No landscaping (other than that initially installed or approved by Declarant), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

(e) Any boats kept on The Properties shall be subject to Section 11 hereof.

(f) Any boats or water craft operated on water bodies owned by, or dedicated to, the City or any other public authority shall be subject to any regulations of the City or such authority and not to regulation by the Association (which will have no jurisdiction over such areas).

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATER BODY- RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 10 HEREOF.

Section 16. Unit Air Conditioners and Reflective Materials No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Modifications Committee for energy conservation purposes.

Section 17. Exterior Antennas. No exterior antennae, satellite dishes or similar equipment: shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain Community Systems. The Association may permit, upon prior request from the applicable Owner, antennae designed to appear as a patio umbrella or other item which would otherwise be permitted within The Properties, subject to such requirements and standards as the Association may adopt from time to time. Notwithstanding the foregoing provisions of this Section, the owner of a Lot may install, maintain, and use (i) an antenna that is designed to receive direct broadcast satellite service,

including direct-to-home satellite services, that is one meter or less in diameter, (ii) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive television broadcast signals; provided, however, that the Association may adopt regulations respecting the construction and placement of such antennae within Lots in order to promote the safety of persons and property within The Properties (it being recognized that The Properties lie within a state subject to severe windstorms and high risk of lightning strikes and that improperly anchored antennas may pose risk of severe injury to persons and property due to windstorms and lightning) and to ensure that all applicable building and safety codes are followed.

Section 18. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Modifications Committee and with such Committee's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

Section 19. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, and the Modifications Committee shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Declarant. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

Section 20. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Modifications Committee.

Section 21. Conservation Easements. THE WETLANDS AND UPLAND BUFFER ZONES OVER WHICH CONSERVATION EASEMENTS HAVE BEEN GRANTED ARE HEREBY DECLARED CONSERVATION AND COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR

PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.



Section 22. Gatehouse Procedures. Roving Patrols. All Owners shall be responsible for complying with and ensuring that their Members Permittees and invitees comply with all procedures adopted for controlling access to and upon The Properties through any gatehouse, if any, serving The Properties or any portion thereof as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

All Owners and other occupants of Units are advised that any gatehouse staff and system, as well as any roving patrol/ surveillance personnel serving The Properties, are not law enforcement officers and are not intended to supplant same, and such persons being engaged, if at all, are only for the purpose of monitoring access to The Properties and observing activities therein which are readily apparent to such persons.

Section 23. Variences. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variance is not granted.

Section 24. Additional Rules and Regulations. In addition to the rules and regulations which may be adopted and amended from time to time by the Modifications Committee, the Board of Directors of the Association may adopt rules and regulations governing the maintenance and use of The Properties (including Lots and Common Areas). The Board of Directors shall make reasonable efforts to publicize such rules and regulations, including any amendments thereto which may be made by the Board of Directors from time to time, but shall not be required to record same in the Public Records of the County. Any such rules and regulations shall be either (i) in furtherance of specific provisions of this Declaration or (ii) reasonably calculated to enhance the orderly and peaceful appearance, use and/or operation of The Properties but, in either case, shall not be conflict with any provision of this Declaration or the Articles or By-Laws of the Association.

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate; Documents. No Owner, other than Declarant, may sell or convey its interest in a Lot unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Owners shall be obligated to deliver the documents originally received from Declarant, containing this and other declarations and documents, to any grantee of such Owner.

Section 2. Leases. With the exception of a Commercial Lot (to which this Section 2 shall not apply), no portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to 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 or By-Laws of the Association or its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. The leasing of Lots and Units shall also be subject to the prior, written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease, and all supporting information reasonably requested by the Association. No approval of a lease shall be denied on the basis of its duration if such duration is for at least six (6) months.

Owners wishing to lease their Lots and Units may, if the Board of Directors so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. 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 repairs 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 to exceed \$100.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit.

Section 3. Members Permitees. No Residential Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Member Permitees and in no event other than as a residence. For purposes of this Declaration, a Member's Permitees shall be the following persons and such persons families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Declarant for model homes, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the

Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.