

The Association may allow the use of the Common Area for the filming of motion pictures, television programs, and/or commercials by third party production companies contracting with the Association, pursuant to such terms and conditions as the Board deems reasonable.

Section 6.5. Leasing of Units.

(a) General.

The rental or leasing of any Unit shall be subject to the provisions of this Section 6.5. When the term “*rent*” is used in this Section 6.5, it shall be deemed to mean and include the rental and/or leasing of a Unit.

(b) Restriction on Number of Units Leased.

(1) No more than thirty-five percent (35%) of the Units in the Development shall be rented at any time (the “*Leasing Cap*”).

(2) An Owner desiring to rent his or her Unit shall submit to the Board a written request for approval to rent. No Owner shall rent his or her Unit prior to receiving written approval from the Board.

(A) The Board shall respond to any Owner’s written request for approval to rent the Owner’s Unit within fifteen (15) days of the Board’s receipt of such request. If the Board does not respond to the Owner’s written request at the Owner’s last known address of record within this time period, permission to rent shall be deemed to have been approved by the Board.

(B) The Board shall deny an Owner’s request for approval to rent the Owner’s Unit if the number of rented Units, plus the number of Units for which other Owners have received Board approval to rent but which are not yet rented, plus the Owner’s Unit (the “*Leased Unit Calculation*”) exceeds thirty-five percent (35%) of the Units in the Development. If the Leased Unit Calculation does not exceed thirty-five percent (35%) of the Units in the Development, the Board shall grant an Owner’s request for rental approval.

(C) In the event an Owner's request for approval to rent is denied, the Owner shall be placed on a waiting list maintained by the Association, and the Owner shall be given an opportunity to rent his or her Unit when such Owner's name is first on the waiting list and the Leased Unit Calculation no longer exceeds thirty-five percent (35%) of the Units in the Development.

(D) If an Owner who has been approved to rent his or her Unit fails to rent his or her Unit within ninety (90) days of the date of rental approval, the Owner's written approval to rent from the Board shall expire. In such event, the Owner shall be required to submit a new written request to rent his or her Unit in accordance with the foregoing provisions.

(E) If a Lease for an approved rental of an Owner's Unit expires or terminates and the Owner does not enter into a new Lease for the Owner's Unit within ninety (90) days of the expiration or termination of the prior Lease, the Owner's written approval to rent shall expire. In such event, the Owner shall be required to submit a new written request to rent his or her Unit in accordance with the foregoing provisions.

(3) Prior to renting his or her Unit (after approval for rental has been given by the Association), the Owner shall provide the Association verification of the date the Owner acquired title to the Unit and the name and contact information of the prospective Tenant or the prospective Tenant's representative.

(c) Lease Requirements.

(1) Subject to the Leasing Cap, and the provisions of subsection (b) of this Section 6.5, an Owner may rent his or her Unit pursuant to a Lease that is: (A) in writing; (B) for a term of at least thirty-one (31) days (the "***Minimum Lease Term***"); and (C) subject in all respects to the Governing Documents, including, but not limited to, this Restated Declaration. A copy of any fully executed Lease for a Unit shall be provided to the Association by the Owner prior to a Tenant moving into the Owner's Unit, and upon request by the Association.

(2) The Lease shall include a statement that any failure by the Tenant to comply with the Governing Documents will constitute a default under the Lease.

The following paragraph, or a substantially similar paragraph, shall be included in each Lease:

In accepting this Lease, Tenant acknowledges that Tenant has received, read, and understands the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa De Valley View Owner's Association, Inc. and the rules, regulations, and policies of Casa De Valley View Owner's Association, Inc. (the "Governing Documents"). Tenant agrees to comply with the terms of the Governing Documents, and acknowledges that any failure by Tenant, or Tenant's family members, social guests, houseguests, servants, employees, or agents, to comply with the terms of the Governing Documents shall constitute a default under this Lease and may result in the early termination of this Lease.

(3) No less than the entirety of a Unit may be rented under a Lease, or otherwise. Notwithstanding the foregoing, one (1) roommate paying rent to an Owner may reside simultaneously with an Owner in the Owner's Unit.

(4) No sub-rental of a Unit shall be permitted, and no Unit may be used for hotel or transient purposes, vacation rentals (for example only, listed on airbnb, VRBO or a similar website) or rented to a corporate housing company.

(5) Each Owner shall be responsible for any and all violations of the Governing Documents committed by any Tenant of the Owner's Unit. If any Tenant of a Unit violates the Governing Documents, the Association may bring an action in its own name and/or in the name of the Unit Owner to have the Tenant evicted and/or to recover damages; a court may find a Tenant guilty of unlawful detainer despite the fact that an Owner may not be the plaintiff in the action and/or the Tenant is not otherwise in violation of the Lease. If permitted by law, the Association may recover all costs, including, without limitation, attorneys' fees and costs, in prosecuting any unlawful detainer action against a Tenant of a Unit pursuant to the foregoing provisions. The remedies described in this subsection (d) are not exclusive and are in addition to any other remedies available to the Association by law, in equity, and/or by the authority of the Governing Documents, including, but not limited to, this Restated Declaration.

(6) Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Association and its Directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Owner's Unit, together with all costs, expenses, and attorneys' fees resulting therefrom.

(d) Exemptions; Enforcement.

(1) Upon application by an Owner to rent his or her Unit, the Board shall be authorized and empowered, in its sole and reasonable discretion, to grant a hardship exemption for the Owner with respect to the Leasing Cap. For purposes of this subsection, a "hardship" shall be defined as the need of an Owner to rent his or her Unit as a result of an unforeseeable event and/or because enforcement of the Leasing Cap against the Owner could reasonably subject the Owner to suffer a severe financial difficulty.

(2) If an Owner rents his or her Unit without approval from the Board, or otherwise in violation of the provisions of this Section 6.5, the Owner shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) other disciplinary measures; and/or (C) a Reimbursement Assessment in an amount equal to the costs incurred by the Association related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether the Association is able to obtain a court order to evict the Tenant or otherwise effectuate the legal eviction of the non-compliant Tenant from the Owner's Unit.

(3) Notwithstanding anything to the contrary contained in this Section 6.5, the Leasing Cap shall not apply to: (A) any Owner of record as of the recordation date of this Restated Declaration; (B) any Owner exempted from the Leasing Cap under the Davis-Stirling Act; and (C) the Association.

Section 6.6. Specified Architectural and Design Restrictions.

This Section 6.6 includes provisions relating to certain architectural and design restrictions within the Development. The following provisions shall be subordinate to the architectural and design control provisions of Article VIII of this Restated Declaration, unless otherwise provided in this Section 6.6.