

the Developer, any of its rights, or any Unit owned by it without, in each case, first obtaining the Developer's written consent.

Section 11.13 Alteration of Common Areas.

Nothing shall be altered or constructed in or removed from the Common Areas except as otherwise provided in this Declaration and except upon the written consent of the Council.

Section 11.14 Rental of Units.

The Owners of the respective Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in this Declaration, the Bylaws and Rules and Regulations. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Unit nor shall any Unit be leased for a term of less than one (1) year, and the respective Units shall not be rented for transient or hotel purposes, which shall be defined as: (i) rental for any period less than thirty (30) days; or (ii) any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen. In case of the lease of a garage Unit and/or a parking space, the tenant must be an Owner or lessee of a residential Unit. All leases of any Unit shall be in writing. All such leases shall provide that they are subject to all of the provisions of the Declaration, the Bylaws and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. All leases shall be in writing and a copy of such lease shall be given to the President and the Manager of the Council immediately after it is executed.

If any lessor or lessee is in violation of any of the provisions of the foregoing documents, the Council may bring an action in its own name and/or in the name of the lessor to have the lessee evicted and/or to recover damages. If the Court finds that the lessee is or has violated any of the provisions of the Declaration, the Bylaws or the Rules and Regulations, the Court may find the lessee guilty of forcible detainer notwithstanding the facts that the lessor is not a party to the action and/or that the lessee is not otherwise in violation of lessee's lease or other rental agreements with lessor. For purposes of granting the forcible detainer against the lessee, the Court may consider the lessor a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Council). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which Council has. If permitted by present or future law, Council may recover all of its costs, including Court costs and reasonable attorney's fees, and such costs shall be a continuing lien upon the Unit which shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns.

Section 11.15 Trash Disposal.

All trash, garbage, or other rubbish shall be deposited by each Unit Owner as directed and instructed by the Board. For Unit Owners instructed by the Board to purchase individual trash containers (which may be containers sold by the respective local waste removal authority which the Council contracts with for the removal of the trash), these personally owned trash containers shall be kept at all times in each Unit Owner's garage, except on the days which trash,