

RENTAL OF DWELLING

1. An Owner shall be entitled to rent the dwelling situated on the Owner's lot.
2. Any rental or leasing agreement shall be in writing and shall provide that the lease or rental agreement is subject to the Declaration, the Bylaws, Articles, Architectural Guidelines and the Association Rules & Regulations, and shall provide that any failure to comply with any provisions of the Declaration, the Bylaws, Articles, Architectural Guidelines or Association Rules, shall be a default under the terms of the rental or lease agreement.
3. No Owner may lease such Owner's lot or improvements thereon for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.
4. Any Owner who shall lease his or her dwelling shall be responsible for assuring compliance by such Owner's lessee with the Declaration, the Articles, Bylaws, Architectural Guidelines and the Association Rules & Regulations.
5. Owners cannot retain the right to use common area facilities if their tenants are given those rights.

SIGNS

1. Only one real estate For Sale, Lease or rent sign, and not more than two (2) Conventional security company signs are permitted per dwelling unit.
2. Sign shall not exceed 24 x 24 inches.

3. No promotional flags, banners, posters, billboards, advertising device or other display shall be displayed on the property or within the Association common area.

OFFENSIVE CONDUCT: NUISANCES

No noxious or offensive activities are permitted that would render the Association unsanitary, unsightly, offensive or detrimental to any other homeowner. Nothing shall be done on or within the Association that may be or may become an annoyance or nuisance to the residents of the Association or that in any way interferes with the quiet enjoyment of Residential Lots. (CC&R's Articles X, Section 9). In addition to the Board of Directors, residents are encouraged to contact the Police Department for all noise violations.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. SIGNS (p. 5): Flag or flagpole restriction fails to include statutory exemption for the United States flag under the Freedom to Display the American Flag Act.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & Cal. Civ. Code §§ 4000 - 6150 (Davis-Stirling Common Interest Development Act)

Statutory Comparison: The federal Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243) prohibits community associations from adopting or enforcing any policy that prevents a member from displaying the flag of the United States on residential property to which the member has a separate ownership interest or right to exclusive possession or use.

CURRENT WORDING IN DOCUMENT:

No promotional flags, banners, posters, billboards, advertising device or other display shall be displayed on the property or within the Association common area. OFFENSIVE CONDUCT: NUISANCES No noxious or offensive activities are permitted that would render the Association unsanitary, unsightly, offensive or detrimental to any other homeowner.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

In accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243), any homeowner may respectfully display the official United States flag on residential property under their ownership or exclusive use.

ISSUE #1