

time, to enter into such maintenance and/or service contracts for valuable consideration and upon such terms and conditions as the Board of Directors shall approve.

Transfer of Control of the Association

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. See Section 718.301, Florida Statutes, and the By-Laws, Section 4.16, a copy of which By-Laws is set forth as Exhibit D to the Prospectus.

Restrictions on Use of Units and Common Elements and Alienability

THE LEASING OF UNITS IS RESTRICTED OR CONTROLLED. See Section 16.7 of the Declaration.

Leasing of Units is permitted. All rentals must be by leases which shall be on forms approved by the Association and are subject to the right of cancellation by the Association in the event of any violation by the tenant of any of the provisions of the documents governing the Condominium Property. Other restrictions on leasing are set forth in Section 16.7 of the Declaration.

Units may only be used as single-family residences and for no other purpose. There are no restrictions with respect to children, except that parents must control their children and be accountable for their actions. See Section 16.1 of the Declaration. See Rules and Regulations set forth as Schedule A to the By-Laws of the Association.

No more than one (1) pet at a time shall be harbored in any Unit. Only dogs (not to exceed 15 pounds in weight at maturity), cats or other household pets (as defined by the Board of Directors) will be permitted and the conduct and control of such pets shall be in compliance with the regulations applicable thereto set forth in Section 16.2 of the Declaration and the Rules and Regulations set forth as Schedule A to the By-Laws of the Association as they may be amended from time to time. The Rules and Regulations may be amended by resolution of the Board of Directors, without the formality required for amendment of By-Laws or of the Declaration. No pets may be kept, bred or maintained for any commercial purpose.

A Unit Owner shall not commit or permit any nuisance, nor any hazardous or illegal act, in his Unit or on the Common Elements, or permit or suffer anything to be done or to be kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or their tenants or guests, or annoy them by unreasonable noises or otherwise. See Sections 16.5 and 16.6 of the Declaration and the Rules and Regulations set forth as Schedule A to the By-Laws of the Association, and as they may be amended from time to time.

A Unit Owner shall not make or cause any alteration to the Common Elements or Limited Common Elements without first obtaining the prior written consent of the Board of Directors of the Association, nor do any act that will impair the structural soundness of any Condominium structures. See Sections 8 and 16 of the Declaration.

For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus (particularly Sections 8 and 16 of the Declaration and the Rules and Regulations attached to the By-Laws as Schedule A) in addition to the specific references noted.

Exclusive Use of Units and Limited Common Elements

Each Unit Owner shall have the exclusive use and occupancy of his Unit and shall further have the exclusive use of those limited common elements specifically attributable to such Unit. Each Unit shall have the use of one parking space as Limited Common Elements. The balance of the parking spaces shall be for guest parking. Parking spaces will be assigned by the Developer in connection with the original conveyance of a Unit. Once assigned by the Developer, they can be transferred by Unit Owners to be used in connection with a Unit, provided each Unit shall at all times have exclusive use of one space. The parking spaces shall be numbered 1-197. The Developer shall file a master plan for the assigned spaces with the Association when it turns over control to the Association.

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MARKUP #1 ->

MARKUP #1 · FAIR HOUSING ACT (FHA) LIABILITY RISK

BOARD & COUNSEL REVIEW

Sec. 16.1 (p. 7): Pet restriction clause lacks mandatory statutory carveout for assistance and emotional support animals.

Statutory / Legal Reference: 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204; HUD Notice FHEO-2020-01

Statutory Comparison: Under federal Fair Housing Act regulations (42 U.S.C. § 3604(f)(3)(B), 24 C.F.R. § 100.204, and HUD Notice FHEO-2020-01), associations cannot apply pet restrictions, breed bans, weight limits, or pet fees/deposits to an individual with a disability who requires a service animal or emotional support animal.

CURRENT WORDING IN DOCUMENT:

of the Declara- See Rules and Regulations set forth as Schedule A to the By-Laws of. the Associ- No more than one (1) pet at a time shall be harbored in any Unit. Only dogs (not to exceed 15 pounds in weight at maturity), cats or other household pets (as defined by the Board of Directors) will be permitted and the conduct and control of such pets shall be in compliance with the regulations applicable thereto set forth in Section

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided, however, that these pet restrictions, breed prohibitions, weight limitations, and pet fees shall not apply to verified assistance animals, including service animals and emotional support animals required as a reasonable accommodation under the Fair Housing Act (42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204; HUD Notice FHEO-2020-01).