

MARKUP #1 ->

Planning Standards of the Master Association shall take priority over any conflicting architectural control or review provisions adopted by the Condominium Association or the Association.

12. USE RESTRICTIONS: The use of the Condominium property shall be in accordance with the following provisions:

12.1. Units. Each Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No Unit may be occupied by more than 2 persons per bedroom. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Condominium who do not reside in the Condominium or door-to-door solicitation of occupants of the Condominium; and (d) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

The foregoing prohibitions shall not apply to Condominium Developer's use of Units as models or sales offices, as elsewhere provided for in this Declaration.

The use of a Unit as a public lodging establishment shall be deemed a business or trade use.

12.2 Minors. All occupants under 18 years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

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12.3 Pets. No Unit Owner is permitted to keep a domestic pet (dogs, cats and other usual and non-exotic household pets), whether permanent or temporary, in his home without the prior written permission of the Condominium Association. Pets may be kept in a Unit in reasonable numbers, as determined by the Board of Directors. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will a pit bull, “wolf hybrids” or other dogs prone to or exhibiting aggressive behavior be permitted on any portion of the Condominium. Any pet must be carried or kept on a leash when outside of a Unit. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Unit Owner shall indemnify the Condominium Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Condominium. If a dog or any other animal becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner therefore must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Condominium Association, will be required to remove the animal from the Condominium. Owners may not leave pets unattended in porches or balconies. The Common Elements and Condominium Association Property shall not be used to accommodate pets.

12.4 Parking. All vehicles, except those of the Owner's guests, shall be kept in the garage or in

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

BOARD & COUNSEL REVIEW

Sec. 12.3 (p. 27): 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:

Pets. No Unit Owner is permitted to keep a domestic pet (dogs, cats and other usual and non-exotic household pets), whether permanent or temporary, in his home without the prior written permission of the Condominium Association. Pets may be kept in a Unit in reasonable numbers, as determined by the Board of Directors.

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).