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MARKUP #1 ->

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

BOARD & COUNSEL REVIEW

and non-commercial type trucks must be parked within the garage or driveway of Lot and are not allowed to park in the street. If there is not sufficient room in the garage or driveway of the Lot, then visitors are allowed to park in the street for periods of less than twelve (12) hours. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working or playing in or around the garage. Boats, trailers, motorcycles, mini-bikes, scooters, go-carts, recreational vehicles, trucks, small commercial-type vehicles, motor homes, and any inoperable vehicle, automobile, truck, or van must be stored within the garage and the door of the garage must remain closed except during times of ingress and egress. Buses, recreational vehicles, motor homes, and large commercial type vehicles (ones that cannot fit within the garage), eight wheel trucks, truck cabs, or trucks with a load capacity in excess of three-quarters (3/4) of a ton are prohibited from being parked, stored, or kept anywhere within the Lot, dwelling, subdivision, or community, except with written approval of the Board or Declarant.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than seventy-two (72) hours if it is unlicensed or if it is in a condition so that it cannot operate on public streets. Moving vans and service or delivery vehicles may be parked in the Community for such period of time as reasonably necessary to provide such service to residents in the Community.

If any vehicle is parked on any portion of the Property in violation of this subparagraph to in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

Section 8. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Directors by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property of the Association, including, but not limited to the use of any and all recreational facilities and other amenities.

Section 9. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guests, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

ISSUE #1

Section 10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of domestic pets including dogs, cats, or other usual and common household pets, as may be determined in the discretion of the Board. No pets shall be kept, bred or maintained for any commercial purpose. No structure for the housing, care or confinement of any animal or pet shall be constructed, placed or altered on any Lot unless plans are approved by the ACC as provided in Article X hereof. Pet owners shall not allow pets to roam unattended. Dogs shall at all times whenever they are outside be on a leash of reasonable length (as determined by the Board) held by a responsible person or confined within a physically fenced-in yard or otherwise confined in a manner acceptable to the Board. The fenced-in area must remain closed and locked at all times. The fence must be approved by the Architectural Control Committee as provided in Article X of this Declaration. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. If a pet leaves feces on any

Sec. 8. (p. 11): 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 (Fair Housing Act - Assistance Animals) & HUD 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:

Section 10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of domestic pets including dogs, cats, or other usual and common household pets, as may be determined in the discretion of the Board. No pets shall be kept, bred or maintained for any commercial purpose. No structure for the housing, care or confinement of any animal or pet shall be

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).