HAWTHORNE RESIDENTS
COOPERATIVE ASSOCIATION, INC.

AMENDED AND RESTATED
RULES AND REGULATIONS

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Effective: February 16, 2026

HAWTHORNE RESIDENTS COOPERATIVE ASSOCIATION, INC.

AMENDED AND RESTATED RULES AND REGULATIONS

The purpose of the RULES AND REGULATIONS described herein is to promote the comfort, welfare, and safety of the members/residents of Hawthorne at Leesburg and to maintain the appearance, reputation, and quality of life in the community. The Master Proprietary Lease authorizes the Board of Directors of Hawthorne Residents Cooperative Association, Inc. to establish and revise the RULES AND REGULATIONS. All provisions of these Rules and Regulations, amendments, or supplements shall become effective and binding on members/residents thirty (30) days after the notice is posted.

These Rules and Regulations are, therefore, part of the Proprietary Lease, and members, in signing the Lease, have accepted the responsibility to see that they are faithfully observed.

Other than within the confines of a member's unit or designated areas, as determined by the HRCA Board, Hawthorne Residents Cooperative Association, Inc. shall be designated as a non-smoking, tobacco-free, and vaping-free community. (See By-Laws Article XX Smoking)

Table of Contents

I. DEFINITIONS 5

II. ENFORCEMENT PROTOCOL 6

A. Voluntary Compliance 6

B. Obligation to Enforce 6

C. Suspension 6

D. Enforcement Procedure 6

E. Violation Enforcement Committee (VEC) 7

F. VEC Hearings 7

III. THE HOUSE 8

A. House Specifications 8

B. Conforming Additions 8

C. Contractor's Responsibility 9

IV. THE HOUSE SITE 10

A. Appearance and Maintenance 10

B. Storage 10

C. Fences 11

D. Utility Services 11

E. Exterior Improvements/Modifications 11

F. Trees 12

G. Sewers 12

H. Digging 12

I. Planting and Landscaping. 12

J. Heaters/Fire Table 13

K. Barbecue Grills 13

L. Signs/Flags 13

M. Lighting 13
N. Service Contractors 14
O. Spas/Hot Tubs 14
V. HOUSE SITE IRRIGATION 14
A. Irrigation schedule 14
B. Moisture Sensors 15
VI. DRAINAGE 15
VII. RESIDENCY AND OCCUPANCY 15
A. Residency 16
B. Multiple Ownership of a House 16
VIII. GUESTS 16
IX. ASSISTANCE ANIMALS AND PETS 17
X. VEHICLES, BOATS, TRAILERS, AND TRAFFIC 17
A. Pedestrians 17
B. Traffic Signs 17
D. Barcode System 17
E. Guest Entrance 18
F. Parking 18
G. Other forms of motor transportation 19
H. Unlicensed/Unregistered/non-operating vehicles 19
I. Business Vehicles 19
J. Policy for Using Golf Carts at Hawthorne Activities 19
K. Vehicle Repairs 20
L. Trash Dumpsters/Utility Trailers 20
M. Storage Containers/Pods 20
N. Marina Regulations 21
O. Procedures for Assignment of Marina Boat Slips 22
1. Boat Slip Assignment 22
2. Slip Assignment 23
P. Towing and Removal of Vehicles 24
1. Authority to Tow 24
2. Notice and Warning 24
3. Owner Responsibility 24
4. Signage 24
5. Storage and Marina Area Enforcement 24
XI. STORAGE AREA 25
XII. LAUNDRY 25
XIII. RUBBISH, GARBAGE, RECYCLING, AND YARD WASTE PICK-UP 26

XIV. RECREATION FACILITIES **26**
XV. FUNDRAISING, SOLICITING, OR SALES **27**
XVI. GIFTS TO HAWTHORNE **28**
XVII. PERMIT FOR THE SALE OF HOUSEHOLD GOODS **28**
XVIII. SELLING OF THE HOUSE AND MEMBERSHIP **29**
D. "FOR SALE" Signs/Flags **29**
XIX. MISCELLANEOUS **30**
A. Member Businesses **30**
B. Selling, Soliciting, Peddling, and Commercial enterprises **30**
C. Nuisance **30**
D. Noise/Parties **31**
E. Vandalism **31**
F. Reporting **31**
XX. RESPONSIBILITIES **31**
XXI. GENERAL **31**
XXII. GOVERNING REFERENCE **31**
RULE CHANGES **32**
A. Reasonable Accommodation Policy Page 1 of 5 ..... **34**
1. Exhibit A-1 39
B. Form to Request an Assistance Animal Page 1 of 2 ..... **58**
C. Assistance Animal Registration Form **60**

I. DEFINITIONS

- **Board** - Shall mean the Corporation's Board of Directors.
- **Community** - Shall mean Hawthorne at Leesburg.
- **Corporation** - Shall mean Hawthorne Resident's Cooperative Association, Inc., the owner of the Community.
- **Dockmaster** – Shall be designated by management to oversee the Marina Area.
- **Emergency Services** - Shall mean emergency medical technicians/firefighters.
- **EMS Building-** Shall mean the building located at 100 Palo Verde Drive and the area east of the Marina Area, including the upper patio, restrooms, EMS employee areas, and conference room.
- **Guest** - Shall mean a person or persons invited into the Community by a member/resident.
- **Home/House** - Shall mean a member/resident's residence in Hawthorne at Leesburg.
- **Homesite** - Shall mean the plot of land that is leased by the member as described in the Proprietary Lease.
- **Management** - Shall mean a General Manager of the Community or their designee.
- **Marina Area –** Shall mean the Corporation's floating boat docks, floating gas dock, firepit, walk ramps leading to the floating docks, the boat launch ramp, walkways, and lower patio located west of the EMS building.
- **Member** - Shall mean the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws. Members or recorded owners of a proprietary leasehold interest who otherwise fail to meet the minimum requirements to reside within the cooperative shall not be entitled to the use of the amenities of the association.
- **Nuisance** - Shall mean any conduct or activity that would detract from the beauty or natural aesthetics of the Community or interfere with the quiet enjoyment of others.
- **Pets -** Pets shall be defined as a dog, cat, bird, fish, or other animal that is domesticated. No person may keep a household pet within Hawthorne, except caged birds are permitted. Service animals and emotional support animals are not considered pets.
- **Pollutant** – Shall mean a substance that pollutes something, especially water or the atmosphere.
- **Resident** - Shall mean a person who is not a member, but who has registered with Management to reside in a member's home within the Community.
- **Standard Window Treatment** – Shall mean blinds, curtains, drapes, shades, and interior shutters.
- **Vehicle** - A vehicle is a machine that transports people or cargo. Vehicles include wagons, bicycles, motor homes, motor vehicles (motorcycles, cars, trucks, buses), railed vehicles (trains, trams), watercraft (ships, boats), amphibious vehicles (screw-propelled vehicles, hovercraft), aircraft (airplanes, helicopters) and spacecraft.

II. ENFORCEMENT PROTOCOL

A. Voluntary Compliance

Hawthorne Residents Cooperative Association, Inc. (Corporation) is a restricted community with rules and regulations that govern its members/residents. To protect the integrity of the Community, the governing documents restricting the Community and its members/residents shall be enforced uniformly. The purpose of this protocol is to establish the procedure for the enforcement of the governing documents and to ensure compliance with the Florida Statutes, Federal Law, and other governmental regulations. It is the goal of the Corporation to obtain and maintain the voluntary compliance of its members/residents, and only when voluntary compliance is not obtainable because of the actions or inactions of the violating party shall these protocols be utilized.

B. Obligation to Enforce

The Corporation has the right and the obligation to enforce the provisions of the Proprietary Lease and its rules and regulations. In accordance with the Florida Statutes, the Corporation may levy fines and/or suspend privileges of a member, resident, guest, or invitee for a specific period from utilizing the common area and/or both for violations. The members of the Corporation are ultimately responsible for the actions of themselves, their in-house resident, guest, or invitee and are, therefore, subject to the assessment of fines and/or suspension of privileges for violations of the governing documents by the member resident, guest, or invitee. §22 Proprietary Lease

C. Suspension

If a member/resident is more than ninety (90) days delinquent in paying a monetary obligation to the Corporation, the Corporation may suspend the right of the member/resident to use common elements, common facilities, or any other Corporation property until the monetary obligation is paid in full.

Privileges subject to suspension may include, but are not limited to:

1. use of common elements.
2. use of common facilities.
3. use of common grounds.
4. use of barcode community access.
5. boat slip rental agreement.
6. storage area privileges.
7. placement on the boat slip waiting list.

D. Enforcement Procedure

1. As a courtesy, once Management has been made aware of a violation, the member/resident responsible for the violation shall be notified by U.S. Mail advising of the specific violation. The member/resident shall have fifteen (15) calendar days from the date of the notice to correct the noticed violation. The member/resident shall contact Management when the violation is corrected or if a possible extension may be required.
2. The failure of the member/resident to correct the noticed violation shall result in the member/resident being given a Second Notice of Violation by regular and certified mail, return receipt requested, or by hand delivery. The member/resident shall have fifteen (15) calendar days from the date of the Second Notice of Violation to correct the

violation and give Management written notice that the violation has been corrected. The Notice of Violation shall include a statement that the failure to correct the violation within the fifteen (15) days shall result in the Corporation levying a fine of one hundred dollars ($100.00) per violation per day, not to exceed one thousand ($1,000.00) dollars in the aggregate, against the member/resident.

3. Once the violation has been corrected or the fine has reached the maximum amount allowed, the Board shall meet to levy the appropriate fine amount at a duly noticed meeting.
4. The failure of the member/resident to correct the noted violation shall result in the Corporation, through Management, issuing the member a Notice of Fine, assessing the member/resident a fine pursuant to the provisions of paragraph two (2). The Notice of Fine shall be sent by regular and certified mail, return receipt requested, or by hand delivery, and shall include notice of the member's/resident's right to have a hearing before the Violation Enforcement Committee (VEC)
5. Should the violating member/resident request a hearing before the VEC, the member's/resident's written request must be received by Management no later than fourteen (14) days after the date of the Notice of Fine. Per §719.303(3)(b) Florida Statute 2023.
6. Should the VEC uphold the fine levied against the member, the fine is due within five (5) days after the hearing concludes. Should the member/resident choose not to request a hearing, the fine is due after the deadline to request a hearing has passed, pursuant to §719.303(3)(b) Florida Statute 2023. The failure to do so includes but is not limited to, the immediate suspension of the member/residents' privileges until all fines have been paid. In addition, the Corporation's financial records shall be documented to reflect the unpaid debt of the member.
7. Once the maximum fine amount has been reached and the violation is not reconciled to Management's satisfaction, the case may be forwarded to the Association's attorney for further action.
8. Violations that may be remedied easily must be rectified within 48 hours. These are not limited to but would include issues such as trash cans, sprinklers, parking, etc.

E. Violation Enforcement Committee (VEC)

1. The VEC shall be appointed annually by the Board. The Board shall appoint seven (7) members of the Corporation to the VEC who are not officers, directors, or employees of the Corporation or the spouse, parent, child, brother, or sister of an officer, director, or employee, none of whom shall be Board members, their spouses, or persons residing within a Board member's unit.
2. The VEC shall, among its members, select a coordinator and vice-coordinator. The coordinator or the vice-coordinator shall select three (3) members of the VEC to consider the issue at any hearing. The matter shall be decided by a majority vote of the three (3) members considering the issue.

F. VEC Hearings

1. The standard of proof in which these cases are decided is by a "preponderance of the evidence."
2. The Corporation shall present the facts and circumstances of the violation to the VEC. The Corporation may call witnesses, including the violating member(s)/resident(s), and present evidence of the violation to the VEC.

3. The VEC shall be provided with all documentation that was provided to the violator.
4. The violator shall have the opportunity to call witnesses and present information and evidence to the VEC. The violator may be represented by counsel.
5. Immediately after the presentation by the Corporation and the member, the VEC shall make the decision as to whether the member is in violation. Any fine and/or suspension shall be imposed, or the matter shall be dismissed.
6. If the VEC confirms the fine, the fine shall be paid within five (5) days after the date of the VEC hearing. All the member's/resident's privileges may be suspended indefinitely until the fine is paid in full.
7. The Corporation must provide written notice of such fine or suspension by regular and certified mail, return receipt requested, or by hand delivery to the member/resident.

III. THE HOUSE

To preserve Hawthorne at Leesburg as a planned retirement community, all houses and conforming additions must contain and/or be constructed in accordance with the following specifications: §18 Proprietary Lease

A. House Specifications

1. The initial structure on the homesite must be new. If a house is removed from a homesite, it must be replaced with a new house. New Houses must be purchased from and installed by the Corporation.
2. Houses shall be manufactured to meet all applicable standards of Florida Law.
3. Houses must be totally electric.
4. The exterior must be a color from the Board-approved color palette and approved by management. Colors must be approved by management before work begins. The trim color, including gutters and masonry/stucco skirting, must be from the Board-approved color palette and must be approved by management. Trim colors may be selected from the Home Paint Color or Home Trim Color Options. Home colors may only be selected from the Home Paint Color Options. Failure to comply with management approval will result in enforcement action, which may include, but is not limited to, having to repaint with a color from the approved color palette. All buildings shall be one story. A-frame units are not permitted.
5. All new houses must be at least doublewide, at least twenty-four (24) feet wide or as the homesite size allows, and have a minimum of eleven hundred (1100) square feet of living space, exclusive of utility rooms, porches, etc.

B. Conforming Additions

Conforming additions to all homes must have the following:

1. Concrete block underpinning and masonry/stucco skirting.
2. Driveways must be at least ten (10) feet wide and no more than twenty-four (24) feet wide- no asphalt driveways. Material must be approved by the corporation.
3. Steps of brick, concrete, or pre-cast construction.
4. Walkways at least thirty (30) inches wide made of concrete or pavers as approved by the corporation.
5. The carport or garage shall be constructed as follows:

a. Size at least twelve (12) feet by eighteen (18) feet, with a minimum of one (1) foot overhang.

b. Carport with roof and posts to match house construction. The driveway under the carport must be made of concrete, pavers, or a material approved by the corporation.

c. Garage must be attached to the house and have trim and exterior siding to match the house from the board-approved color palette. The exterior height of the garage shall not exceed the exterior height of the house. Garage door must be roll-up or vertical sectional type with a minimum width of nine (9) feet and maximum height of eight (8) feet. Garage will be wired with a minimum of one (1) light, one (1) duplex receptacle, and provisions for both wiring and plumbing for a dryer and washer. Provisions for washers and dryers will be optional if provided within the house. Utility rooms will not be required if a garage is built. The minimum distance from the garage door to the end of the driveway at the street must be eighteen (18) feet. Under no circumstances can the garage be converted into additional living or sleeping space or any other use other than parking for one or more vehicles and for storage of items normally found in a utility room. The carport entrance must be at least twelve (12) feet from the street.

d. A written approval from Management must be secured before any exterior modification or addition is made to the house. See Section IV.E.5 below.

e. The garage trim is to match the house trim from the board-approved color palette.

f. The roof shall have gutters and downspouts.

g. Any painting of the driveway or carport floors shall be from the Board-approved color palette and border design options, which must be approved-in advance by Management. No changes may be made to the driveway, including but not limited to paint colors, border designs, width, shape, and texture, without approval, in advance, from Management. All requests for changes to the driveway must be made in writing. No artistic designs (emblems, symbols, etc.) shall be allowed. Failure to comply with Management approval will result in enforcement action, which may include but is not limited to having to repaint with a color from the approved color palette.

6. Utility room constructed as follows:

   1) Size at least eight (8) feet by eight (8) feet with at least one door and one window and built under the carport roof.

   2) Wired with a minimum of one (1) light, one (1) duplex receptacle, and provisions for both wiring and plumbing for a dryer and washer. Provisions for washers and dryers will be optional if provided within the house.

7. Landscaped to conform with Florida Friendly Landscaping as required by §373.185 Florida Statute 2023. For additional information, refer to Plantings and Landscaping Section IV, I.

C. Contractor's Responsibility

1. In the event construction is performed by a Contractor, it is the responsibility of the member to ensure that the contractor is properly licensed and insured under the

applicable state and local statutes and ordinances. The Corporation recommends contacting references also.

2. Contractors shall provide for the protection of the Corporation from all liability for work performed or injury to workmen and other employees of contractors and indemnification of the Corporation against all claims or obligations of members to contractors, subcontractors, laborers, or material men or liens of any kind, whether by law or contract.

IV. THE HOUSE SITE

A. Appearance and Maintenance

1. Members/Residents are responsible for the overall appearance of the house site. Properties that fail to meet the Corporation's standards and the consistent look of the Community, being kept neat, clean, and free of litter and debris, will be subject to corrective action as outlined in the violation process.
2. Members' homes that are unoccupied either temporarily or permanently must have someone responsible for maintenance while this condition continues. Again, failure will result in action by the Corporation.
3. Acceptable conditions for house and lawn maintenance include the following:
    a. Flower and shrub beds must be kept trimmed and weeded.
    b. Any changes in the lawn or landscaping shall conform to Florida Friendly Landscaping as required by §373.185 Florida Statute 2023. Guidelines for conforming to the Statute are available in the Administration Office. No lawns of sand, brick, or concrete are permitted. Use of rock or mulch outside of established flower and shrub beds must be retained on the property and must be kept free of weeds.
    c. Leaves and other debris must be removed at least weekly.
    d. The exterior of the house, including the driveway and roof, must be free of dirt and mildew. The exterior components must be washed, repainted, or replaced as necessary.
    e. Window coverings must be made of standard window treatments.
    f. In preparation for a storm, a window may be boarded until the storm passes. The boards must be removed within ten (10) days after the storm passes.

B. Storage

1. Storage in carports and on the patio will be limited to general-use items, such as furniture specifically designed for outdoor use, bicycles, covered-wheeled county recycle/garbage containers, and barbecue grills.
2. After securing written approval from Management, a maximum of three (3) Rubbermaid-type closed storage units will be allowed on the carport patio or behind and adjacent to the house or utility room. These units must be set on poured concrete or concrete patio stone. Each unit shall not exceed eighty (80) inches high, sixty (60) inches wide, or forty-five (45) inches deep. Under certain circumstances, management may make exceptions, but the containers must have a uniform look. Regardless of the area chosen, the combined totals of the units may not exceed eighty (80) inches high, one hundred and eighty (180) inches wide, and forty-five (45) inches deep.

3. A minimum of eighteen (18) feet shall remain open and available in the carport for parking vehicles. Sliding screen doors, as approved by management, may be used if a car can still be parked under the carport.
4. Tools, lawn care equipment, and the like will be stored in utility rooms and storage units. Boxes, refrigerators, washers, and other such items shall not be located outside or around the housing unit.
5. Outbuildings are not permitted.
6. Garden hoses may be stored outside the house on a suitable hanger or in an enclosed hose container.
7. Kayaks, canoes, paddle boards, and the like may be stored in the carport out of the way of vehicles. Vehicles must still be able to fit under the carport.

C. Fences

1. Generally, no fences, walls, and/or bushes separating homesites that will cause an impediment to landscape management are permitted.
2. Fences that are black or white and made of vinyl, engineered wood, wrought iron, or Trek-like material and are intended to hide things like air conditioning units, golf carts, and trash cans may be allowed, subject to written approval in advance, by Management. Failure to comply with Management approval will result in enforcement action, which may include, but is not limited to, removal of the fence.

D. Utility Services

1. Electric meters, telephone lines, and TV cables are installed at each house site. Each member will make their own application for services and is responsible for all bills rendered by the utility companies. Any change in utility service to meet the members' requirements will be at the members' expense. § 5 (1) Proprietary Lease
2. Outside radio and TV antennas or satellite dishes are prohibited, except for satellite dishes not exceeding one (1) meter (approx. 39") in diameter. Satellite dishes must be attached to the rear of the house, utility shed, or next to the house in the shrub bed. Dishes should be as small as possible (preferably 18") and installed no higher than necessary for an acceptable signal reception. Dishes must be secured so they do not jeopardize the soundness or safety of any other member's house or the safety of any person, including damage from wind velocity. In the event an acceptable quality signal cannot be received at the rear of the house or utility shed, members must contact Management for an alternative location. In no event will trees be removed to allow satellite TV reception.

E. Exterior Improvements/Modifications

1. Before any modification or addition is made to the house, written approval from management must be secured.
2. To secure approval, a written application with a drawing showing the change in detail must be filed with Management.
3. Approval is required for any painting or re-painting of the exterior of the home. See Section III, item 4 of the Rules and Regulations.
4. Members must pay the cost of any building permits or licenses involved, as well as the total cost of construction.
5. Modifications must be commenced within one hundred and twenty (120) days, or a new modification form must be filled out.

6. All construction must meet Lake County building codes and have the proper county building permits. § 18 Proprietary Lease
7. Failure to comply with Management approval will result in corrective action in accordance with the violation process, which may include but is not limited to removal of the modification or addition.

F. Trees

1. Trees are an essential part of the beauty of Hawthorne. Management is responsible for knowing how to care for trees and sharing this knowledge with residents.
2. Trees that are dead or seriously damaged by storms or other acts of God, whether on house sites or common property, will be pruned or removed as deemed necessary by Management and at the Corporation's expense. Any other trimming or removal, including trees that may be damaging the house or property, must be approved by Management and will be at the member's expense.
3. Tree removal cannot be treated lightly and must be based on sound cause. Raking leaves, cleaning gutters, etc., will not be considered a sound cause.
4. When a tree is removed from a member's homesite, the stump must be removed at the same time. In certain circumstances, some stumps may not be able to be removed due to safety issues or additional damage that could occur. These stumps must be approved by management to remain.
5. All replacement trees will be at the members' expense and must be approved by management. A tree replacement brochure with a list of approved trees will be provided.
6. In the event there is insufficient space on the member's homesite to accommodate another tree or a replacement tree is not desired, a fee of one hundred fifty ($150.00) dollars per tree will be given to the Corporation in lieu of replacement trees. The fee will be utilized by the Corporation toward current or future planned landscape projects in the common area.
7. Healthy trees causing damage will be removed at the owner's expense once approved by management and replaced as outlined above in #6. §5 (31) Proprietary Lease
8. Palm trees are not considered trees and are the members' responsibility for care and maintenance. A modification form is required to remove or add a palm tree.

G. Sewers

1. The cost of cleaning the sewer line from the house to the main line is the responsibility of the member. If the corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be charged to the member. §5 (1 & 2) Proprietary Lease

H. Digging

1. It is important not to dig on the homesite without first calling Management. Even a shovel bruise to the cable impairs signal strength, and repairs to the TV system are costly.
2. Persons damaging such cables will be charged the total cost of repairs.

I. Planting and Landscaping.

1. Random unauthorized planting hinders proper mowing procedures. All plantings, including trees, outside established flowerbeds, require approval of Management.

2. Underground sprinkler systems may be installed only with the permission of Management.
3. The Corporation will not be responsible for broken underground sprinkler systems, and an appropriate backflow preventer will be required.
4. Small, non-rotating ornaments are permitted in shrubbery or flowerbeds.
5. Landscape to conform with Florida Friendly Landscaping as required by §373.185 Florida Statute 2023.
6. The Corporation will not be responsible for damage to siding from lawn equipment in areas with no shrub bed, and the lawn extends up to the siding of the house or utility room. In addition, the Corporation is not responsible for normal wear and tear, which includes chipping, cracking, etc., from landscape equipment on curbing.
7. The Corporation or its subcontractors may use state-approved weed control to spray around the house to create a 12-inch safety border. It may be sprayed around all areas where grass grows up to a structure. This safety border is intended to prevent damage to equipment and structure. If turf directly abuts a structure, building, light pole, backflow preventer, screens, or other equipment, there is no way to mow or line trim without potential damage. If the Owner does not want the safety border, the Contractor will not be liable for damages to these areas.
8. Members/residents located on a shoreline must **not** mow, trim, or deface the six (6) foot buffer.

J. Heaters/Fire Table

1. Fuel-fired space heaters are not allowed inside the house for safety reasons.
2. Only portable LP gas fire tables are allowed in open spaces on the homesite.

K. Barbecue Grills

1. Barbecue grills are permitted for the purpose of cooking. No permanent grills are allowed.

L. Signs/Flags

1. No signs of any kind are allowed on the homesite, except as outlined in this document.
2. Small signs placed by lawn treatment companies to warn of chemical use should be removed after twenty-four (24) hours.
3. For Sale Signs- See XVIII Section D for additional information.
4. Political signs/flags or other media or methods of displaying the name, image, slogan, or reference visible from the street or golf cart to any current, past, or political candidate for any elected or appointed office or issues that require a vote by an elected official or registered voter are not allowed.
5. Celebratory signs/flags/banners may be placed on a homesite for up to twenty-four (24) hours. (E.g., birthday, anniversary, or congratulations.)
6. For members who elect not to utilize Association landscape services, only the designated landscape sign approved by Management may be displayed. All other landscape signs are prohibited.

M. Lighting

1. Management will maintain the present lighting levels and lighting systems throughout the Community to meet the general needs of the Hawthorne residents.

2. Members, residents, and/or guests may not paint or deface streetlights to decrease the amount of light they emit.
3. For installation of permanent outdoor lights attached to the house, members must have the approval of all neighbors within one hundred (100) feet of the location and must make a written application to Management. All installation and maintenance costs of the lights, including electricity, shall be at the expense of the person making the addition.
4. Lights on a home may not be placed to negatively affect neighbors. e.g., shine directly into a window.

N. Service Contractors

1. Service contractors will not be allowed to work on Sundays, Thanksgiving, Christmas, or New Year's, except for emergency or necessary repairs. A utility or an appliance that is not working is considered a necessary repair.
2. Monday through Saturday, contractors will not be allowed to start work before 7:00 a.m. and must be finished by 6:00 p.m. (excluding the holidays listed above.)

O. Spas/Hot Tubs

1. Must be installed on a concrete slab and approved by management.
2. Must be located in an inconspicuous space, including a screened room, backyard close to the home, carport (shielded out of view from the road), or other location approved by management. If in the carport, there must be 18 feet of space in front of it.

V. HOUSE SITE IRRIGATION

A. Irrigation schedule

1. Members with sprinkler systems shall irrigate no more than three-quarters (¾) inch, up to one (1) hour per zone per day. No lawns shall be irrigated between 10:00 a.m. and 4:00 p.m. on any day. These rules apply to garden hose use as well as sprinkler systems.
2. Members with odd-numbered street addresses irrigate lawns on Wednesday and Saturday during daylight savings time and on Saturday only during standard time.
3. Members with even-numbered street addresses irrigate lawns on Thursday and Sunday during daylight savings time and on Sunday only during standard time.
4. Irrigation using a micro-spray, micro-jet, drip, or bubbler irrigation system is allowed anytime.
5. Irrigation of new landscape is allowed at any time of day on any day for the initial thirty (30) days and every other day for the next thirty (30) days, for a total of one sixty (60) day period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.
6. Watering in chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides, when required by law or the manufacturer, is allowed at any time of the day or any day within twenty-four (24) hours of application. Watering in of chemicals shall not exceed one-quarter inch of water per application except as otherwise required by law or the manufacturer.
7. Irrigation systems may be operated at any time of day on any day for maintenance and repair purposes not to exceed twenty (20) minutes per zone.

8. Failure to follow the rules regarding irrigation scheduling may result in a fine. The fine structure is as follows: First offense will result in a warning. The second offense will result in a twenty ($20.00) dollar fine, and the third and repeated offenses will result in a fifty ($50.00) dollar fine until an aggregate of one thousand ($1,000.00) dollars has been reached during any six (6) month period.
9. Management may change watering frequencies due to extenuating circumstances.

B. Moisture Sensors

1. Members with automatic lawn sprinkler systems shall have a moisture-sensing device that will override the irrigation cycle when adequate rainfall has occurred. Pursuant to § 373.62 Florida Statutes 2023, all homes sold with an automatic irrigation system must have a working rain sensor.
2. Failure to have a working rain sensor may result in a fine. The fine structure is as follows: First offense will result in a warning. The second offense will result in a fifty ($50.00) dollar fine, and the third and repeated offenses will result in a one hundred ($100.00) dollar fine until an aggregate of one thousand ($1,000.00) dollars has been reached during any six (6) month period.
3. Contact the Administration Office at 352-787-1000 for assistance with proper automatic lawn sprinkler operation and/or repairs. The corporation has created a Five (5) Point Irrigation Inspection Program for a fee. Please contact the Administration Office for more information.

VI. DRAINAGE

A. **Water Shed**

Hawthorne was built and designed to shed water within a few hours after rainfall. Extreme rainfall is a recognized problem in Florida that members and Management must cope with. The areas where water accumulates and does not drain off is a mutual problem requiring cooperation between members and Management. Management's attention must be directed toward the board, common water flow and members' attention to their individual houses.

B. **Drainage Responsibility**

It is understood that the homeowner also shares some responsibility for solving drainage problems on their property. The expense of improving such drainage shall be prorated between the community and the property owner, depending on the nature and severity of the problem. Such division shall be determined and agreed on between all parties before any work commences.

C. **Extreme Drainage**

There are occasional heavy rainfalls that no amount of preventable action can avoid flooding in some areas. Extreme drainage problems should be considered on an individual case basis, with Management and the Board providing the final decision.

VII. RESIDENCY AND OCCUPANCY

Hawthorne Residents Cooperative Association, Inc. (HRCA) is, and was intended to be, an upscale resident-owned premier retirement community. Its purpose is to facilitate the diverse residential needs of its members so that all who reside within HRCA receive the intended benefit and quiet enjoyment of the community. With that goal in mind, residency in each house was and is restricted to a maximum of two individuals who shall establish residency on a permanent or semi-permanent basis and who otherwise shall meet the established criteria for membership.

Initially, the forefathers of HRCA knew that to protect HRCA's lifestyle, it was imperative that each house owner have nearly identical interests in the community. Thus, there were rules promulgated that established HRCA as a Senior community, rules that prohibited the renting of a house, and rules that prohibited occupation of a home by more than two qualified individuals. §15 Proprietary Lease

Caveat—It is possible that certain words in the governing documents may be defined slightly differently for those in this section. This section is promulgated to ensure the safety and security of the members and their lifestyles. Thus, the definitions in this section (Section VII) are limited to Section VII for enforcement purposes.

A. Residency

1. Residency in a house is restricted to no more than two (2) qualified individuals. One being at least fifty-five (55) years of age and meeting all other requirements of eligibility. The other individual must be at least fifty (50) years of age. One (1) or two (2) eligible individuals may be listed on the Proprietary Lease and are members of the Corporation. §15 Proprietary Lease

B. Multiple Ownership of a House

1. Multiple ownership of a house is defined as a house owned by more than two (2) individuals or in a trust with more than two (2) trustees. The multiple owners or Trustees shall declare in writing to the Corporation who, of the owners, is (are) the designated resident(s). There may be no more than two (2) residents. The designated resident(s) must meet all other Corporation requirements.
2. Once the requirements are met, the designated resident(s) shall be entitled to the Community's amenities. All other owners of said house shall enjoy only short-term guest status within the Community. These owners, should they choose, may spend a maximum of thirty (30) days a year at the house as a guest. A resident of said house must also be living at the house while the owner guest is there.
3. These other owners, except while staying as a guest, shall not have access to their house except during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
4. If multiple ownership of a house changes, changes in the designated resident(s) shall not occur more frequently than once every eighteen (18) months, except in the case of death or incapacity of the designated resident(s).
5. Exceptions to this rule may be made under extraordinary circumstances with written approval of Management.

VIII. GUESTS

A. Members are permitted and encouraged to have guests visit, observe, and share in the good life Hawthorne offers. However, no guest may occupy a house without one (1) or more of the permitted members in occupancy or unless consented to in writing by Management.

1. Individual guests are not to reside with members for more than a total of thirty (30) days of any calendar year anywhere in the Community.
2. In case of extenuating circumstances, members may apply to Management for an extension of this time limit.
3. The conduct of all guests is the responsibility of the members involved.

4. Violations of Section VIII will be dealt with by Management notifying the member(s) that they are in violation of the Rules and Regulations as well as the Proprietary Lease that they have signed.
5. Should the violation not be corrected in a timely manner, as determined by Management, a certified letter citing the rule and its violation will be sent to the member(s) who own the house. Failure to comply will result in legal action to revoke the Proprietary Lease.

B. Members shall comply with all Rules and Regulations relating to the operation of the Corporation's social and recreational facilities and shall be responsible for their guests' compliance with such Rules and Regulations.

C. The Corporation shall have the right to evict guests of members deemed undesirable by giving the member written notice. Violation of these Rules and Regulations will be considered sufficient cause for such eviction. §29 Proprietary Lease

IX. ASSISTANCE ANIMALS AND PETS

A. Pets shall be defined as a dog, cat, bird, fish, or other animal that is domesticated. No person may keep a household pet within Hawthorne, except caged birds are permitted.

B. Service animals and emotional support animals are not considered pets. Please see the Reasonable Accommodation Policy/ Form to Request an Assistance Animal/ Assistance Animal Registration Form. Addendum A, B, and C, respectively.

X. VEHICLES, BOATS, TRAILERS, AND TRAFFIC

A. Pedestrians

Pedestrians always have the right of way.

B. Traffic Signs

Community traffic control signs shall be observed by all modes of transportation.

C. Speed Limit

1. The main speed limit throughout the community shall be 15 mph.

2. The speed limit for entering and exiting the gate area shall be 10 mph.

D. Barcode System

1. A barcode system is used to operate gates at the Community entrances, including the storage areas.
2. Vehicles (cars, trucks, vans, motorcycles, and the like) must be registered in a member/resident’s name to be eligible for a barcode sticker. The barcode sticker must be affixed to the left side of the vehicle in such a manner as not to be easily removable, as determined by Management.
3. To receive a barcode for a golf cart or LSV, the member/resident must register said vehicle with Management and provide proof of liability insurance for said vehicle annually.
4. The first two (2) barcode stickers are provided free to each member/resident household. They may be used for any of the member’s/resident’s vehicles, including a golf cart.
5. Any additional stickers a member/resident needs will be provided at an additional cost. This includes a sticker for a replacement vehicle.
6. Any defective barcode stickers will be replaced free of charge.

7. Members/residents are requested to notify Management when a registered vehicle is no longer in their possession so that the sticker number can be invalidated.

E. Guest Entrance

All guests must use the Hawthorne main entrance so gate personnel can properly admit them. Barcodes cannot be assigned to guests.

F. Parking

1. Automobiles, golf carts, or other vehicles may not be parked on the lawn or hardscape of a homesite (excluding the driveway).

2. No vehicles, other than vehicles of the homeowners and/or service personnel, may be parked in the driveway with a Hawthorne for sale sign displayed, except with permission from the member.

3. Golf carts may be parked in the carport, driveway, garage, or approved extension of the house.

4. Any guest of a member/resident may park their vehicle in the carport, garage, or parallel park in the driveway of their host member/resident. Should extra parking be required, a parking permit and authorized space will be assigned by Management.

5. Parking overnight in common parking lots requires a parking permit and an authorized space from Management.

6. Parking in common parking lots will adhere to the parking space markings. The Marina overflow area may be used for additional parking. No automobile parking is permitted in the medians or shrub area around Dan Gordon Hall. Golf cart parking is permitted on the lawn and median around the Dan Gordon Hall.

7. Medians are not permanent parking spaces and may be used only on a temporary basis.

8. Due to mowing, there is no parking in the medians on Mondays from 7:00am to 4:00pm.

9. Travel Trailers, Motor Homes, and Recreational Vehicles

a. Member/Resident-owned travel trailers, motor homes, and other recreational vehicles may be parked on the street in front of their home during daylight hours only for loading and/or unloading or in the driveway of the homesite for a maximum of two (2) consecutive nights unless it creates a safety hazard as determined by Management.

b. Those members/residents needing further accommodation may request an extension from Management.

c. Guest-owned travel trailers, motor homes, and other recreational vehicles may secure a parking permit and authorized space from Management.

d. Sleeping in these vehicles, whether member/resident or guest-owned, shall not be permitted anywhere within the Community.

e. No hose or electric cord may run across the street from a parked RV or boat to a member/resident's home.

10. See letter P. for towing information.

G. Other forms of motor transportation

1. Minibikes, go-carts, skateboards, ATVs, and rollerblades are prohibited.
2. Electric motor-assisted bicycles, motorcycles, motor scooters, Segways, power chairs, and golf carts are permitted.
3. All such vehicles must have a muffler that does not exceed the Lake County noise ordinances.
4. Operators under the age of eighteen (18) must possess a valid government-issued driver's license, and operators eighteen (18) and older must have a valid government-issued photographic identification.
5. Passengers must be seated and not standing.
6. To operate a golf cart, motorcycle, or motor scooter within the Hawthorne Community, the member/resident must register said vehicle with Emergency Services.
7. All vehicles must be insured to drive on corporation roads.
8. Power chairs are permitted in the area around the pool. No other mode of power transportation is permitted in the area around the pool.

H. Unlicensed/Unregistered/non-operating vehicles

1. No unlicensed/unregistered (except in storage areas) or non-operating vehicles are permitted within the Community. Such vehicles may be removed by the Corporation at the owner's expense.

I. Business Vehicles

1. Member/resident-owned marked business vehicles are permitted in the carport.
2. Member/resident-owned unmarked business vehicles are permitted to park parallel in the driveway.
3. Nonmember/resident business vehicles are prohibited at the home site from 6:00 p.m. to 7:00 a.m.

J. Policy for Using Golf Carts at Hawthorne Activities

1. Activities sponsored by Hawthorne, Club Hawthorne, or any organization under Club Hawthorne which, as a part of the activity, anticipates the use of golf carts for the transportation of members, residents, or guests within the Hawthorne Community shall give serious consideration and are encouraged to utilize a professional company which specializes in transporting people in golf carts. Said company shall be licensed, bonded, and insured.
2. If any Hawthorne activity intends to use member or resident volunteers, rather than a professional company, to drive either members, residents, or guests in their personal golf cart as a part of the scheduled activity (including but not limited to tennis, pickleball, softball, shuffleboard, VFW, Auction Heirs, Rummage Sale, and parades), the resident volunteer and/or the Hawthorne activity chairperson must do the following:
    a. Provide proof of a current valid driver's license to Hawthorne Emergency Services,
    b. Provide Hawthorne Emergency Services with proof of liability insurance with a minimum liability of one million dollars ($1,000,000.00) that includes a specific event insurance policy rider that insures the transportation of individuals during the event,

c. Register their golf cart with Hawthorne Emergency Services and affix a barcode. The golf cart must be designed with factory and/or dealer-installed additional seating to carry passengers,

d. Participate in a safety meeting sponsored by Hawthorne prior to the scheduled event; and

e. Request, in writing, permission from the HRCA Board to use the member or resident volunteers to drive approved golf carts. The request shall list each approved golf cart, driver(s), and their Hawthorne address.

3. Upon receipt of all required documents, Hawthorne Emergency Services shall issue a permit to each approved volunteer for the activity for which the golf cart will be used. An additional permit shall be issued to the sponsoring activity chairman listing each approved golf cart, driver(s), and address indicating approval from the HRCA Board or its agent. The above permits shall be valid for 365 days from the issue date.

4. If a volunteer has not been approved by HRCA, said volunteer shall be prohibited from using their golf cart to transport residents and/or guests for any Hawthorne activity. The activity shall be responsible for determining that only approved volunteers are permitted to use their golf carts.

K. Vehicle Repairs

1. No vehicle repairs or overhauls are permitted at the house site. However, a permit may be secured from Management to use the Hollondel Road storage area for repairs.

L. Trash Dumpsters/Utility Trailers

1. Contractors and/or members/residents working in their own homes will be allowed to park a trash dumpster or a trailer capable of hauling trash in the driveway of a house being remodeled after securing written permission from Management.

2. Such approval would be valid for a maximum of three (3) consecutive weekdays (Monday through Friday).

3. Management may extend this time limit under extenuating circumstances at its sole discretion.

4. No approval will be granted on Thanksgiving, Christmas, or New Year's Day.

5. The approval notice must be posted on the dumpster or trailer and visible from the street.

6. The approval notice must be returned to Management when the trailer or dumpster is removed.

7. The trailer or dumpster may not be placed on the grass or street; it must be in the driveway.

8. Only one (1) such approval notice will be available per residence during any consecutive twelve (12) month period. Management may extend the number of approvals under extenuating circumstances at its sole discretion.

9. Failure to comply with this rule will result in permanent loss of said permission for the member/contractor.

M. Storage Containers/Pods

1. Members needing temporary storage for a move or house cleaning may be allowed to park a temporary storage container on their homesite after securing written permission from Management.

2. Approval will be valid for a maximum of three (3) consecutive weekdays (Monday through Friday).
3. Management may extend this time limit under extenuating circumstances at its sole discretion.
4. No approval will be granted on Thanksgiving, Christmas, or New Year's Day.
5. The approval notice shall be posted on the storage container.
6. When the storage container is removed, the approval notice must be returned to Management.
7. It may not be placed on the grass or street. It must be in the driveway.
8. Only one (1) such approval notice will be available per residence during any consecutive twelve (12) month period. Management may extend the number of approvals under extenuating circumstances at its sole discretion.
9. Failure to comply with this section will result in the permanent loss of said permission for the contractor and/or member.

N. Marina Regulations

1. The following regulations are incorporated into the Hawthorne Marina Boat Slip Use Agreement (hereinafter referred to as the Agreement). Administration of these regulations is the responsibility of the Board of Directors or their designated representative. The marina is a part of the common area of the Corporation and, as such, is open to all members/residents of the Community. However, due to the marina's designed purpose, it is necessary for the Board to develop reasonable rules and regulations for its use. These Rules and Regulations are intended to provide all the members/residents of the Community with the maximum amount of use of the common areas while maintaining the marina's specialized purpose. §5 (23) Proprietary Lease
    a. Management will be responsible for overseeing the operation of the Marina Area and appointing a dockmaster. There are written procedures for the assignment of the boat slips found under Section O.
    b. Persons under the age of eighteen (18) are not allowed in the Marina Area unless accompanied by a member/resident. No one under the age of eighteen (18) shall be allowed to operate a boat within the Marina Dock Area.
    c. All boats shall be kept orderly, neat, clean, and litter-free as outlined in the Agreement. Major repairs of boats shall not be done in the boat ramp area; minimal maintenance is permitted for a maximum period of two (2) hours. However, such activity shall not block access to the boat ramp. Overnight parking of towed vehicles and boat trailers requires a parking permit and an authorized space from Management.
    d. Temporary, short-term docking (not to exceed seven (7) days will be provided for guests of members if docking space is available. The allowed time for temporary docking may be extended at the discretion of the Dockmaster. Use of the boat ramp is also permitted on such occasions. Members must contact the Dockmaster for guest arrangements. The guest shall provide proof that said boat has current liability insurance of at least one hundred thousand/ three hundred thousand dollars/one hundred thousand/ ($100,000/$300,000/$100,000) liability/property coverage.
    e. Boats docked at the Marina must be at least twelve (12) feet in length but no more than thirty (30) feet six (6) inches in length from the tip of the bow to the

stern, including the swim platform, motors in the maximum tilt position, the bow pulpit, and any other protruding attachments, and may be no wider than eight (8) feet six (6) inches. Only one boat is allowed in each boat slip. All boats must have an inboard, outboard, or inboard/outboard (i/o)-powered engine.

f. Battery chargers or other electrical devices must operate on the twenty (20) amp circuits currently provided at the Marina.

g. No airboats or personal watercraft are allowed.

h. Walkways throughout the Marina area shall be kept clear and unencumbered from protruding parts of the boat and all other items, including but not limited to battery chargers, extension cords, power washers, etc.

i. Members of the Corporation privately own the boats docked at the Marina. Individuals, without permission of the boat owners, shall not, for any reason, board, attempt to board, or damage, in any manner, the boats in the Marina. Individuals who board, attempt to board, or damage in any manner the private property of another are subject to the criminal sections of the Florida Statutes. Identified violators shall be reported to the boat owner(s).

j. No smoking or open flames shall be permitted on the docks within the Marina Area. The barbecue grill and the approved propane fire table located on the large concrete patio adjacent to the pergola in the Marina Area are the only exceptions and are permitted for use.

k. No boat will be used as a residence, temporarily or otherwise, including overnight sleeping while the boat is docked.

l. Dock power is for temporary use only. Dock power shall not be used for air conditioning, refrigeration, or heating.

m. Non-potable water (non-drinkable/not for human consumption) is for temporary use only and may only be connected to a boat while the member/resident is present.

n. Member’s boats not in compliance with the agreement shall be removed or towed at the owner's expense, and the slip shall be forfeited.

O. Procedures for Assignment of Marina Boat Slips

1. Boat Slip Assignment

a. The Dockmaster assigns all boat slips. In the event there is/are a waiting list(s) for slips, the Dockmaster will maintain the waiting list(s). Initial assignment will be to an uncovered slip.

b. Members wanting to rent a slip must make a deposit at the Administrative Office for one year’s slip rental fee and fill out a Slip Application Form from the Dockmaster. Slips will be rented only to members.

c. Proof of ownership, including current registration, current title, and current boat insurance with a minimum of one hundred thousand/three hundred thousand/one hundred thousand dollars ($100,000/300,000/$100,000) liability/property coverage, shall be provided upon assignment of a slip. All documents demonstrating proof of ownership shall contain the name(s) of each owner of the boat.

d. If there is more than one (1) member owner of the boat when the Agreement is executed, all named owners should appear on the Agreement for continuity and verification purposes. If all owners' names are not listed and the primary member using the slip is no longer able to maintain the Agreement, the slip will be considered forfeited by any members not named on the Agreement. The first member listed on the Agreement shall be responsible for the monthly payment due to HRCA.

e. If a boat is sold and the member does not provide proof of ownership for another vessel within thirty (30) days, the Agreement shall be canceled. The sold boat must be removed from the assigned slip upon exchange of title.

f. No additional member(s) may be added to the Agreement after the original execution.

   i. A boat that is part of an existing partnership agreement may undergo a change in title; however, no additional owners may be added. If an existing owner is removed from the title, the boat's assigned slip in the marina will remain unchanged in accordance with the current Agreement.

   ii. The Agreement is canceled when all the original member(s) have sold, moved, or passed away.

g. Members may only rent one (1) slip per membership certificate.

2. Slip Assignment

a. Members currently renting a slip may request reassignment; the Dockmaster is responsible for all slip assignments.

b. If no slips are available in the requested area, the member's name(s) will be added to the appropriate waiting list. There are three (3) waiting lists for slip assignments: uncovered slips, covered slips, and reassignment. Based on the order of progression noted above, a member's name will be added to only one (1) waiting list at a time. If no slips are available in the requested area, the member's name will be added to the appropriate waiting list.

c. When a member's name reaches the top of a waiting list, the Dockmaster will contact them. Members on the waiting list are responsible for providing a current working telephone number to the Dockmaster. The initial attempt to contact the Member will be made by telephone. If there is no response within five (5) days of the initial attempt, the Member shall move down to the number two (2) position on the waiting list. Should this failure to respond occur a second time, the Member shall be moved to the bottom of the waiting list.

   Once contacted, the Member may either accept or decline the available slip. If accepted, the Member shall have thirty (30) days to occupy the slip.

   If the offered slip is **declined**, the following shall apply:

   Uncovered Slip Waiting List: Members who decline an available uncovered slip will not be removed from the waiting list; however, their name will be moved to the end of the waiting list. The declination will be noted on the Slip Application Form and retained for future reference.

   Covered or Reassignment Waiting Lists: Members on the covered or reassignment lists who decline a slip will retain their current position on the waiting list. The declination will be documented, but the Member will not be required to reapply or move to the bottom of the list.

3. **Procedure for Subletting Slips**
    a. The Board has the right to allow subletting of boat slips. If the Board exercises this right, the following procedure will be used to assign slips.
    b. A member who wishes to sublet a slip must complete a Temporary Marina Slip Assignment Form and submit it to the Dockmaster. Subletting is permitted from May 1 through October 31 and shall first be offered to members on the official waiting list. The Dockmaster will assign slips for subletting in the order in which names appear on the waiting list as slips become available.
        i. If no waiting-list members request the available slip, a member not on the waiting list may then request the slip.
    c. All subletters are subject to and must comply with all marina rules, regulations, and safety requirements as established by the Board.
    d. Subletters must inform the Dockmaster of the length of their boat that will be in the sublet slip. The subletters' position on the waiting list for a permanent slip will not be changed or forfeited during the time they are temporarily subletting a slip.

P. Towing and Removal of Vehicles

1. Authority to Tow

The Corporation, through Management, is authorized under Chapter 719, Florida Statutes, and § 715.07, Florida Statutes, to remove (tow) any vehicle, vessel, trailer, or other equipment that is in violation of these Rules and Regulations or otherwise unlawfully parked or stored on the common elements, including but not limited to parking areas, medians, parking lots,, marina areas, and designated storage areas.

2. Notice and Warning

Except in cases of emergency (such as blocking emergency access, parking in no-parking areas, or creating a safety hazard, etc.), a warning notice will be affixed to the vehicle, vessel, or trailer at least **48 hours** before towing. The notice will state the nature of the violation and the date by which it must be corrected.

3. Owner Responsibility

All towing and storage charges are the sole responsibility of the owner of the vehicle, vessel, item, or trailer. The Corporation assumes no liability for loss or damage resulting from towing conducted in compliance with Florida law and these Rules and Regulations. All charges shall comply with the maximum rates and requirements permitted under § 715.07, Florida Statutes.

4. Signage

Signage meeting the requirements of § 715.07, Florida Statutes, shall be posted at all entrances and applicable areas, advising that unauthorized vehicles will be towed at the owner's expense and listing towing contact information.

5. Storage and Marina Area Enforcement

Vehicles, vessels, trailers, or equipment located in Association-controlled Storage or Marina Areas that are unidentifiable, abandoned, or in violation of applicable rules or agreements may be removed in accordance with these Rules and Regulations and applicable Florida law. Such removals shall follow the notice and disposal procedures outlined in Section XI(G), where applicable.

XI. STORAGE AREA

A. A limited vehicle and utility/vessel trailer storage area is available for members/residents. §5A (38) Proprietary Lease. Therefore, space assignments will be limited to one (1) space per household per the Rules and Regulations. If no spaces are available, you may choose to be placed on a waiting list. If additional spaces are available, a second space may be assigned for up to six (6) months with the ability to extend if no waiting list exists.

B. To receive an assigned storage space, you must contact Management at the Administration Office, fill out the registration document, and provide proof of ownership, i.e., Bill of Sale, Registration, Title, Insurance, etc. To retain your storage area, vehicle insurance must be verified annually in January.

   a. Trailers (Vessels, Utility) – under 2,000 lbs. (empty weight) will need a Bill of Sale.

   b. Trailers (Vessels, Utility) – over 2,000 lbs. (empty weight) will need a Title.

   c. Vehicles - will need up-to-date Insurance and Proof of Ownership.

C. Vehicles and utility/vessel trailers stored must be operational and easy to move at any time. Vehicles/trailers/vessels, etc., used for business purposes are not allowed. At least once a year, Management will conduct an inventory of the authorized vehicles assigned to each space. An inventory sticker will be placed on each item in the storage area(s) at the owner's expense, as defined in the registration document. Management will also regularly inspect the storage area, including the condition of the items stored. It is the responsibility of HRCA to maintain the storage areas (mowing, fence line maintenance, painting, tree grooming, roads, etc.).

D. Unidentifiable items, or items in unassigned storage spaces, will be tagged, advertised via T.V.98, and put on Hawthorne's website for two (2) months. If the owner has not claimed or identified their property within this time frame, it will become the property of HRCA.

E. Storage area spaces are for members/residents only. If the storage item is jointly owned by a member/resident and a non-member/resident, the member/resident's name must be the primary name (1st name) on the title registration.

F. It is the member's/resident's responsibility to keep their storage space area clean and free of all debris (tires, paint cans, etc.). NO DUMPING!

G. Management must be notified if you remove your item from the storage area with the intent of not returning it. Management must also approve any changes in the space assignment. If you change the item you originally put in your space, please notify Management and submit the proper paperwork. If your storage space is long enough, you may add an additional item to it, if it does not protrude from your storage space. You must also submit the required paperwork for that item. The member/resident shall park their item(s) within the designated assigned parking space. Do not park in a space that you were not assigned. Failure to follow any of the above regulations will result in referral to Management for Violation procedure protocols, including, but not limited to, towing, at the owner's expense, after fifteen (15) days' notice.

H. HRCA is not responsible for damage or loss of property to items that are stored. §28 Proprietary Lease

I. Management's phone number is (352) 787-1000.

XII. LAUNDRY

A. The laundry, located in the Community, is open for use by the members/residents according to section §5A (37) Proprietary Lease to the hours and rules posted in the laundry.

B. Outdoor laundry drying shall not be permitted within the Community except in the area provided for that purpose in the laundry area.

XIII. RUBBISH, GARBAGE, RECYCLING, AND YARD WASTE PICK-UP

A. All trash and recyclables shall be placed in appropriate covered, wheeled garbage containers provided by Lake County for pick up on the designated day(s). §5A (41-43) Proprietary Lease

B. Yard trash (leaves, lawn rakings, plant and shrub trimmings, etc.) shall be placed in 30-gallon paper bags (recommended size) for effective and eco-friendly removal. These bags can be found at most local hardware stores. They are convenient and essential for easy composting. Make sure only to include leaves, yard clippings, or grass clippings in these bags. For items such as long sticks, branches, or limbs, please create separate bundles. Each bundle should be up to 4 feet long and weigh no more than 40 pounds.

C. All containers must be located in an inconspicuous space, including a screened room, backyard close to the home, or carport (shielded out of view from the road).
D. Containers and/or yard trash shall be placed at the curbside no earlier than the evening before the designated pick-up day(s) and put away by dusk on the pick-up day.
E. Private lawn care services are responsible for removing the debris from their work.
F. Failure to follow the rules regarding trash pick-up may result in a fine. The fine structure is as follows: First offense will result in a warning. The second offense will result in a twenty ($20.00) dollar fine, and the third and repeated offenses will result in a fifty ($50.00) dollar fine until an aggregate of one thousand ($1,000.00) dollars has been reached during any six (6) month period.
G. Members/residents are not permitted to dump refuse in any Community dumpsters. A minimum of one hundred dollars ($100.00) will be charged to the violator, and any additional cost associated with the pickup will be charged to the violator.

XIV. RECREATION FACILITIES

A. Recreation facilities are part of the quality of life in the Community. They are for the use of the members, residents, and their guests, but a member, resident, or parent must accompany all guests under the age of sixteen (16).
B. The recreational facilities include the billiard room, bocce, clubhouse, croquet, dragon boat, Hawthorne golf, horseshoes, pickle ball courts, shuffleboard courts, softball complex, swimming pool, tennis courts, vegetable garden, and whirlpool, among other facilities. § 5A (3) Proprietary Lease
    1. Members/residents and guests must wear proper attire that is appropriate for the recreational facility involved.
    2. Shirts must be worn in all public areas except the swimming pool area.
    3. Bare feet and swimming attire are prohibited in the clubhouse buildings.
    4. Rules for using these facilities are posted in their respective area and must be followed by members/residents and guests.
    5. Swimming, canoes, kayaks, rowboats, paddleboats, or personal watercraft are not permitted on any lakes or ponds within the Community.
    6. Smoking and open flames are prohibited on the docks in the Marina area. A barbeque grill and approved propane fire table located on the large concrete patio in proximity to the pergola at the Marina are permitted. No boat will be used as a residence, temporary or otherwise, including overnight sleeping while the boat is docked.
    7. Members/Residents are responsible for cleaning up after themselves/guests when using common areas. Trash, debris, and other pollutants must be disposed of properly and not left on the grounds.
    8. Pool Area Rules §5 A (4) Proprietary Lease

a. Children under the age of sixteen (16) must always be supervised by a member/resident or adult. Children may share the swimming pool between the following hours: 8:00 a.m. – 10:00 a.m., 12:00 p.m. - 2:00 p.m., and 4:00 p.m. - 6:00 p.m. Children may enjoy the pool deck area at any time.
b. The pool will be open for supervised children from 10:00 a.m. to 6:00 p.m. on New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
c. Individuals requiring diapers, swim diapers or Depends type products are prohibited in the pool.
d. Diving, running, and horseplay are prohibited.
e. Only soft water toys are permitted.
f. Food and beverages must be in unbreakable containers in the pool area.
g. No food or beverages in the pool or on the pool wet deck (4 feet from the pool). Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.
h. The entire swimming pool and pavilion area are “Non-Smoking and Non-Vaping Areas.” Smoking and vaping are permitted under the canopy at the flagpole.

9. Whirlpool Rules § 5 A (5-6) Proprietary Lease
    a. Consult your physician before using the whirlpool.
    b. No one under the age of sixteen (16) is permitted.
    c. Maximum water temperature is 104◦F.
    d. Recommended maximum water use is fifteen (15) minutes.
    e. Solo use is not recommended.
    f. No food or drink allowed.
    g. Capacity is sixteen (10) people per whirlpool.
10. Sauna Rules § 5 A (7) Proprietary Lease
    a. Consult your physician before using the sauna.
    b. No one under the age of sixteen (16) is permitted.
    c. Recommended maximum use is ten (10) minutes.
    d. Solo use is not recommended.
    e. No food or drink allowed.

XV. FUNDRAISING, SOLICITING, OR SALES

A. All fundraising or any type of sale by Hawthorne Activities must have the approval of the Club Hawthorne Council. If fundraising is for the purpose of making a gift to HRCA, approval of the gift must first be obtained from the General Manager.

B. Members/residents may not use Hawthorne facilities for fundraising or sales for personal profit except for the Annual Craft Sale or an approved Event by Management. No member/resident may schedule an event using Hawthorne facilities for personal use if either a ticket is sold, or members/residents are charged a fee as a prerequisite to attend the event. This would not prohibit a free-will offering at the event.

C. The list of donors to a fundraising campaign shall be kept confidential.

D. Fundraising by Hawthorne Activities shall not create a nuisance within the community, nor will pressure be put on any member/resident or activity to participate.

E. Door-to-door solicitation by members/residents/guests, Hawthorne Activities, or outside agencies shall not be allowed.

F. Campaign Practices for Candidates for the Board of Directors

1. There shall be no uninvited door-to-door solicitation. This includes knocking on doors and putting flyers and other campaign materials on clips, golf carts, and vehicles.
2. Candidates and their supporters may distribute campaign materials in designated common areas during approved time slots. (To be established by the current Board before January 1 of the election year.) The handing out of information may not interfere with club activities or events.
3. Campaign Materials may not be forced on Members/Residents.
4. Campaign Materials may not be posted on common grounds.
5. Violation of this section shall result in a fine of one hundred dollars ($100.00) per violation.

XVI. GIFTS TO HAWTHORNE

A. Clubs, groups, and individuals may make gifts to HRCA under the following guidelines:
   1. The gift must be allowable under the By-Laws or Charter of the Specific Activity.
   2. The activity shall not actively solicit donations from members of its group or from other activities to make a gift to HRCA without the General Manager's approval of the gift.
   3. The activity may recommend or suggest that the gift be used for a specific purpose, but the final decision will be the responsibility of HRCA.
   4. The purpose of the gift shall be for the benefit of Hawthorne members/residents.
   5. The General Manager has the right not to accept a gift if it is deemed to be an unsuitable gift.
   6. Any item purchased by the gift will be fully owned and maintained by HRCA. HRCA reserves the right not to repair or replace items.

XVII. PERMIT FOR THE SALE OF HOUSEHOLD GOODS

A. A written approval is required to sell household goods at a house in Hawthorne.

B. To secure a written approval, the party having the sale must agree to the following.
   1. The General Manager must approve the approval form at least seven (7) days before the sale. Customers arriving for an unapproved sale will be turned away by Hawthorne Gate. Sales must be held within thirty (30) days of approval.
   2. Sales are limited to one (1) per year. Approval forms are available from Management.
   3. No newspapers or other outside advertisements of the sale to the public at large will be permitted. Sales agents may advertise the sale to their regular customers.
   4. The display of sale items at the house shall be covered in the approval process with Management.
   5. Customer vehicles at the sale must be parked so as to not interfere with traffic.
   6. Signs advertising the sale will not be permitted on the house or homesite. A three (3) inch x five (5) inch note card announcing the sale may be placed on the bulletin board in the Dan Gordan Hall.

C. These sales regulations are made pursuant to the laws of the State of Florida, the By-Laws of Hawthorne Residents Cooperative Association, Inc., and the Rules and Regulations established by the Board of Directors. These regulations are intended to promote the comfort, welfare, and safety of all Hawthorne members/residents. Neither the Hawthorne Residents Cooperative Association Inc., nor any of its Management and staff, nor any of its Directors

shall be liable in any way whatsoever for the contemplated sale, the results of the sale, or any harm which might come to anyone in connection with the sale.

XVIII. SELLING OF THE HOUSE AND MEMBERSHIP

A. Members may sell their house and membership within the Community in conformity with the requirements of the Bylaws of the Cooperation and the Master Form Proprietary Lease.

B. Any Shareholder who removes their house shall continue to be responsible for the monthly maintenance fee for as long as he/she owns the share.

C. While members/residents are encouraged to use the Hawthorne Real Estate Facilities, they may sell independently or through a licensed real estate broker. Any such effort must comply with “A” above.

D. “FOR SALE” Signs/Flags

1. Garden Flags
    i. A FOR SALE Garden Flag may be placed in the landscaped area closest to the home of the property being sold.
    ii. Riverfront homes may also have a flag placed on the riverside closest to the home of the property being sold.
    iii. Flags shall be no larger than thirteen (13) inches by nineteen (19) inches.
    iv. Flags must be professionally printed, with no handwritten or homemade flags allowed.
    v. The top of the flag, including the post, shall be no more than 36 inches from the ground.
2. Window Signs:
    i. There may be a “FOR SALE” sign not larger than twelve (12) inches x sixteen (16) inches in the window facing the street. If the window is not available, a sign may be placed on the outside of the front corner of the house.
    ii. If on a corner homesite, two (2) window signs, one facing each street, will be permissible.
    iii. If on the river, two (2) window signs, one facing the street and one facing the river, will be permissible.
    iv. Sign must be professionally printed, with no handwritten or homemade signs allowed.
3. Open House Signs
    i. No open house or directional signs are permitted on cooperative property (including entrances, roads, medians, common areas, or amenities).
    ii. HRCA is the only brokerage permitted to place open house and directional signs on cooperative property, subject to Management approval, safety considerations, and time limits. Signs must be removed immediately after the event.
    iii. Outside brokers and agents may not place open house or directional signs anywhere on cooperative property, even with a homeowner’s permission.
    iv. One (1) sign is permitted on the homesite being shown, regardless of brokerage, provided it:
        1. Is located entirely on the homesite (not on common areas or medians),
        2. Complies with size and placement standards (no larger than 18”x24”).

v. 3. Does not create a safety or visibility issue. Unauthorized signs may be removed immediately without notice, and repeat violations may result in enforcement action under the Rules and Regulations.

E. Sale of the House

1. The sale of your house does not release you from fiscal responsibility and monthly maintenance payments to the Corporation. The Proprietary Lease and Membership Certificate must be transferred to the new owner. Management is available to assist you with the documents required for this process. You should begin this process as soon as possible to avoid delays in the transfer.
2. The new owner may not reside in the house until all proper documentation has been executed.
3. All monies owed to the Corporation must be current before the transfer can be made.
4. Once your certificate has been transferred to the new owner, your fiscal responsibility to the Corporation will terminate.
5. If a house is not sold through the Community's Realty Office, an estoppel and/or administrative fee as allowed by Florida Statute shall be assessed on all such sales to cover this service.

XIX. MISCELLANEOUS

A. Member Businesses

Members/Residents who engage in enterprises offering a service to Members/Residents may post a single business card two (2) inches by three and one half (3½) inches on each of the designated bulletin boards located in the Clubhouse and the Marina.

B. Selling, Soliciting, Peddling, and Commercial enterprises

Non-Members/Residents/Guests – selling, soliciting, peddling, or commercial enterprises within the Community are permitted only with the prior written approval of Management. Management-approved services may be advertised by any Hawthorne medium including, but not limited to, HTV, website, drum, or bulletin to inform members/residents of the services being offered. Outside vendors making presentations within the Community must be sponsored by either Management or an Activity. An Activity must obtain prior approval from Club Hawthorne. Final approval must be granted by Management, who will determine what if any, proof of insurance must be furnished by the vendor before the presentation.

C. Nuisance

1. No member/resident or guest shall present themselves or conduct themselves within the confines of any common area in any manner that would disrupt the quiet enjoyment of any other person.
2. This rule includes but is not limited to conduct, conduct of aggression, lack of hygiene, loud or boisterous conduct, or the use of profanity.
3. The offending individual shall be responsible for all damage, including the replacement value of any item(s) destroyed.
4. If the individual fails to immediately cease the objectionable conduct upon notice or repeats the objectionable conduct, the individual shall be barred from using the common area.

D. Noise/Parties

1. Loud parties, language, or noise that would create a disturbance will not be allowed at any time. Members/Residents must exercise special care regarding the volume of TV, radio, stereo, etc., from 10:00 p.m. to 7:00 a.m. Street Parties may be allowed on certain streets if approved by management. The requesting party must gain approval from the affected neighbors prior to receiving management approval.

E. Vandalism

1. Any acts of vandalism to private or Community property are to be reported to Management promptly.

F. Reporting

1. Legitimate complaints concerning infractions of these rules should be reported to Management in writing and signed by the complaining party.

XX. RESPONSIBILITIES

A. The Corporation bears no responsibility for loss or damage caused by fire, theft, accident, or Act of God to any house or personal property left by members/residents or their guests within the Community boundaries. Insurance covering all personal property is the responsibility of the member/resident and/or guest. The Corporation will not be responsible for supplies or equipment sent to public areas for the private use of any member/resident.

B. The Corporation shall not be liable for accidents or liability to any person or property while using any of the Community's recreational facilities. All use of such facilities, including the use of the pool, is at the personal risk of the members/residents or guests.

C. Members/Residents are responsible for damage caused to community property by their families or guests.

D. All houses should be adequately insured for liability.

XXI. GENERAL

A. If any provision of these Rules and Regulations is contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. The other provisions of the Rules and Regulations shall not be affected and shall continue in full force and effect.

B. To the extent that any portion of these Rules and Regulations, or any amendments or supplements thereto, may now or hereafter conflict with the terms and provisions of the Master Form Proprietary Lease or individual lease agreements, the latter shall be controlling, and whenever possible, these Rules and Regulations shall be interpreted to be consistent therewith.

XXII. GOVERNING REFERENCE

Articles of Incorporation, Proprietary Lease, BY-LAWS, RULES AND REGULATIONS AMENDED AND RESTATED, Board Policies and Procedures

RULE CHANGES

DATES FOR CHANGES TO RULES

DATE PASSED	EFFECTIVE DATE	SECTION	RULE CHANGE
01-22-04	02-01-04	XI. Storage Area	Change from two to one storage space
06-17-06	08-01-04	II. The House	Change to allow garages
05-19-05	06-01-05	III. The House Site	Change for replacement trees
05-19-05	06-01-05	XI. Storage Area	Storing loose items
09-21-06	10-22-06	IX. Service Animals	Procedure for compliance
01-17-08	02-18-08	IX. Service Animals	Administrative Procedure
12-11-08	01-11-09	I. The House	Utility room/Carport/Garage/Porch
12-11-08	01-11-09	XIX. Miscellaneous	Outside Vendors
01-15-09	02-14-09	X. Vehicles, Boats	Barcode System
02-19-09	03-20-09	IV. Landscape Irrigation	Watering
02-19-09	03-20-09	VI. Residency & Occupancy	Residency & Occupancy
06-22-10	07-23-10	III. The House Site	Landscaping
09-15-10	10-15-10	III. The House Site	Landscaping
04-18-10	05-18-10	III. The House Site	Appearance, Maintenance, Trees
04-19-12	05-19-12	X. Vehicles, Boats	Golf cart parking in driveway
10-10-13	11-18-13	I. Definitions	Revised by Committee (see rule)
10-10-13	11-18-13	IX. Definitions	Revised by Committee (see rule)
01-16-14	02-16-14	Majority of Sections	Revised by Committee (see motions)
09-18-14	11-03-14	IV. The House Site	Storage and Lighting
09-18-14	11-03-14	XI. Vehicles, Boats, Trailers & Traffic	Driveway Parking
12-11-14	01-12-15	III. The House Site	House Specifications
01-19-15	02-19-15	III. The House Site	Driveway changes
05-21-15	06-15-15	XI. Vehicles Boats	Revised by Committee (see rule)
09-17-15	10-17-15	XIV. Rubbish and Garbage	Revised by Committee (see rule)
02-18-16	02-18-16	XVI. Fund Raising	Revised by Committee (see rule)
02-18-16	02-18-16	XVII. Gifts to Hawthorne	Revised by Committee (see rule)
10-20-16	12-04-16	I. Definitions	Revised by Committee (see rule)
10-20-16	12-04-16	IV. House Site	Revised by Committee (see rule)
10-20-16	12-04-16	XV. Recreation Facilities	Revised by Committee (see rule)
10-20-16	12-04-16	XI. Vehicles, Boats	Revised by Committee (see rule)
11-17-16	12-17-16	V. House Site Irrigation	Entire Section revised
05-18-17	06-18-17	XI. Vehicles, Boats	Cords across road
05-18-17	06-18-17	XX. Miscellaneous	Business cards on bulletin boards- Non-members/non-residents/guests Rules
05-18-17	06-18-17	Global Change	Changed Park to Community
06-15-17	07-15-17	XII. Storage	Removed the word licensed
07-13-17	08-13-17	XV. Recreation Facilities	Revised by Committee (see rule)
09-28-17	10-28-17	XI. Vehicles, Boats	Wording change in section XI J
10-19-17	11-19-17	X. Service Animals	Revised by Committee (see rule)
12-21-17	01-21-18	XVI. Fund Raising	Revised by Committee (see rule)
02-02-18	03-02-18	XI. Vehicles, Boats	Wording change in Subsection S.10

02-02-18	03-02-18	XV. Recreational Facilities	Wording change in section XV F
06-21-18	07-21-18	III. The House	Driveway language change
06-21-18	08-20-18	X. Service Animals	Service/ESA Animal Procedures
07-20-18	08-20-18	Introduction	Revision of Introduction
07-20-18	08-20-18	XIV. Rubbish	Wording change in section XIV A & B
07-20-18	08-20-18	XVI. Fund Raising	Wording change in sections B & E
07-20-18	08-20-18	XX. Miscellaneous	Wording change to subsection B
07-20-18	08-20-18	XXII. General	Wording change to subsection B
08-16-18	09-16-18	Introduction	Revision adding smoking rule
10-18-18	11-17-18	I. Definitions	Changed the definition of member
10-18-18	11-17-18	XX. Miscellaneous	Added new language
01-04-19	02-04-19	XI. Vehicles, Boats	Wording change to S and below
05-16-19	06-17-19	II. Enforcement	Complete rewrite of entire section Removal of associated forms
10-21-21	11-21-21	II. Enforcement	Changed wording to match Section 1 Definitions of Management
10-21-21	11-21-21	II. Enforcement	Changed “shall” to may. Added “Included but not limited to”. Added Paragraph defining further action
10-21-21	11-21-21	II. Enforcement	Section F, paragraph 6, changed “shall’ to may
12-16-21	01-17-22	XII. Storage	Replaced current wording with new Verbiage and defined process
01-20-22	02-21-22	I. Definitions	Added definition of handler
01-20-22	02-21-22	X. Service Animals	Changed owner to handler and added verbiage For re-establishing need for ESA’s. Added definition for Service Animal and ESA
01-20-22	02-21-22	IV. House Site	Added Paragraph O – Political Signs
09-15-22	10-16-22	IV. House Site	Revised Paragraph O – Political Signs
06-19-23	07-15-23	III. The House	Revised House Specifications
06-19-23	07-15-23	IV. The House Site	Revised Fence and Improvements
05-16-24	06-17-24	Global Change	Amended and Restated- Substantial Rewording Added Assistance Animal Addendums
02-20-25	03-20-25	IV. The House Site	For Sale- Yard Signs, Reasonable Accommodations Policy
01-15-26	02/15/2027	Multiple Areas	Major focus Marina Area Regulations, For Sale Flags/Open House Signs, Storage Area, Palm Trees, BBQ Grills, EMS Building and Marina Area Definitions

Service Animal and Emotional Support Animal - Reasonable Accommodation Policy

The purpose of these rules, effective June 17, 2024, is to establish reasonable requirements for the approval and keeping of Service Animal(s) and Emotional Support Animal(s), by unit owners and occupants, in order to provide a safe and sanitary environment within HAWTHORNE RESIDENTS COOPERATIVE ASSOCIATION, INC. ("Association").

The Board of Directors for the Association ("Directors"), after consulting with legal counsel, have determined that it is in the best interest of the Association to adopt this policy.

The federal Fair Housing Act and other state and local fair housing laws require that cooperatives and managers provide reasonable accommodations to those with a disability or disability-related need.

The Association is committed to granting reasonable accommodation when necessary and appropriate to afford persons with disabilities or disability related needs the equal opportunity to use and enjoy common area and their dwelling within the Association.

Reasonable accommodations may include waiving or varying Association rules, regulations, or policies to allow resident(s) to keep service animal(s) and emotional support animal(s), (together commonly referred to herein as "Assistance Animals").

The Association is a no-pet community[1]. Assistance Animals are not pets. Because the Association is a no-pet community, it has not promulgated pet rules. Assistance Animals will be governed by this policy, as if fully set forth in the Community Rules under paragraph 14 of the Master Form Proprietary Lease. The Association recognizes the importance of Assistance Animals and is dedicated to ensuring that residents with Assistance Animals may benefit from them.

Definitions:

"Emotional support animal" means an animal that does not require training to do work, perform tasks, provide assistance, or provide therapeutic emotional support by virtue of its presence which alleviates one or more identified symptoms or effects of a person's disability.

§760.27(1)(a), Fla. Stat.

"Service animal" means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens,

[1] As of the date this policy was drafted, the Association is a no-pet community. However, caged birds are permitted within a dwelling.

providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks...

§413.08(1)(d), Fla. Stat.

The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. A person may require more than one Assistance Animal.

If a person with a disability or disability related need requests a reasonable accommodation for an Assistance Animal under this policy, the Association must determine whether to grant that person a reasonable accommodation in order for that person to have equal opportunity to enjoy and use the common area and their dwelling. Many times, both the disability and the assistance provided by the Assistance Animal is obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility impairment. If this is the case, no further inquiry will be made, and the Association will grant the person reasonable accommodation.

In the case of a person who requests a reasonable accommodation for an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of the resident's disability, the Association may require a written statement from a health care practitioner, as defined in s. 456.001; a telehealth provider, as defined in s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state, indicating:

1. That the applicant has a disability, and
2. That the animal would provide emotional support or other assistance necessary to alleviate one or more symptoms or effects of the disability.

In the case of an animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, the Association may require compliance with either of the two preceding paragraphs, but not both. The Association does not require compliance with any of the following requirements:

1. In the case of an animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability, that the animal be trained as an emotional support animal or have a certification of its efficacy, or
2. That the resident pays any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

In evaluating requests for Assistance Animals, the Association will undertake best practices under the January 28, 2020 HUD Memo, a copy of which is incorporated herein by reference as Exhibit "A-1". Applicants are encouraged

to review "Guidance on Documenting an Individual's Need for Assistance Animals in Housing," which begins on page 16 of the exhibit.

In processing requests for Assistance Animals, the Association will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

To the extent feasible, it is the responsibility of the person with a disability or disability related need within the Association to inform the Association as to the need for an Assistance Animal and to request a reasonable accommodation and provide any required documentation. The reasonable accommodation request may be submitted by the person who is disabled, by a family member or an individual acting on behalf of the disabled person. The request for reasonable accommodation may be made orally, but it will be more helpful to make it in writing. To that end, the Association has a "Form to Request an Assistance Animal" (attached to this Policy) which can be used to make a reasonable accommodation request for an Assistance Animal.

If the applicant requires assistance in completing the form, the Association's General Manager, or designee, will provide assistance or will fill out the form based on an oral request. The Association is using the form to record reasonable accommodation requests so that we obtain only the information necessary to make a reasonable accommodation decision and do not obtain confidential information that we do not need to make a reasonable accommodation decision.

In requesting assistance in completing the form, the applicant agrees to indemnify and hold harmless the Association, its agents and employees or any other person against loss or expense including attorney's fees and costs, occasioned wholly or in part by any negligent act or omissions of Association, its agents and employees, or that of anyone directly or indirectly employed by Association, in performing the requested assistance in completing the form.

Once a request is received, the Association will provide a response within 14 business days. Prior to denying a request, the Association will engage in an interactive process with the applicant in which the parties may discuss possible alternative accommodations that might effectively meet the person's disability or disability-related needs. The Association recognizes that a person with a disability or disability related need is generally in the best position to know whether a particular accommodation will be effective in meeting their needs. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability or disability related need believes that a request has been denied unlawfully or that the response is delayed unreasonably, they may file a complaint with The Florida Commission on Human Relations.

Any resident of the Association who owns an Assistance Animal, 4 months of age or older, must vaccinate the animal against rabies, in accordance with Lake County, Florida requirements. The resident must annually complete,

sign, and submit to the Association the with Lake County, Florida requirements. The resident must annually complete, sign, and submit to the Association the required form as may be adopted by the Board of Directors from time to time, to indicate that they still own the animal, current vaccination records, an updated photograph of the animal and acknowledgment of this policy.. The cost of compliance under this provision is to be borne exclusively by the resident.

Any person within the Association accompanied by an Assistance Animal must keep the animal controlled on a leash, except if a service animal cannot perform its task while on a leash or if the handler cannot use a leash, harness, or tether due to disability. No leash shall extend longer than ten (10) feet. No Assistance Animal is permitted to run loose, jump on, bite, or attempt to bite either persons or other animals. Assistance Animals must be curbed and may be permitted to urinate or defecate only on grassy areas. Assistance Animals may enter the common areas. Assistance Animals are prohibited from entering the pool.

Residents are responsible for cleaning up after their Assistance Animals. The person in control of the Assistance Animal must carry a disposable plastic bag or some type of receptacle for this purpose. Waste shall be disposed of in appropriate trash receptacles. Residents are responsible for compliance with all applicable city, state, and federal statutes, ordinances, and administrative regulations as well as this policy.

Assistance Animals are not permitted to be left outside a resident's unit, including unenclosed porches and patios, unless attended. No Assistance Animal may be tied or chained outside the unit. Residents must keep the common areas around their units free of odor, insect infestation, and waste. No Assistance Animals may be kept or bred for commercial purpose. No Assistance Animal shall cause or create a nuisance or unreasonable disturbance or noise.

Any violation of the foregoing policy requirements may result in the unit owner's breach of this policy and cause the Directors to provide written notice of the infraction to the unit owner with a demand for compliance. If the violation is not cured within the time allotted, the unit owner may receive a second notice, which may impose attorney's fees and costs on the owner. If the violation is not cured within the time allotted, the owner may receive a third notice, which may result in enforcement action, including potential removal of the Assistance Animal from the property. The Association may seek to collect attorney's fees and costs incurred. Notices shall set forth the provision of this policy that is being violated.

Anyone receiving a demand for compliance may appeal. The notice of appeal shall be accompanied by such documents, written statements and other evidence as the owner or resident considers relevant. Any notice of appeal should be in writing and received by the Directors within 10 days from the date of the demand for compliance. The Directors will consider the appeal at a duly noticed meeting to be promptly scheduled at the convenience of all interested parties.

Nothing in this Policy shall prevent the Association from denying approval of or seeking removal of an Assistance Animal if it would impose an undue financial and administrative burden on the Association. An example of an undue financial or administrative burden is if the Association's insurance carrier would cancel, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal. Likewise, nothing in this Policy shall prevent the Association from denying approval of or seeking removal of an "Assistance Animal" if the animal is determined to be dangerous pursuant to Chapter 767, Florida Statutes, as may be amended from time to time. Any demand for removal, for cause under this section, shall be in writing and provide for no less than 14 days' notice. If a person with a disability believes that the demand for removal is unlawful or without reasonable basis, he or she may file a complaint with The Florida Commission on Human Relations.

The failure of the Association to enforce any restriction herein contained, however long continued, shall in no event be deemed a waiver of right to enforce the same thereafter as to the same breach or violation or as to any other breach of violation thereof occurring prior to or subsequent thereto.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING
AND EQUAL OPPORTUNITY

SPECIAL ATTENTION OF:
HUD Regional and Field Office Directors of Public and Indian Housing (PIH); Housing; Community Planning and Development (CPD); Fair Housing and Equal Opportunity; and Regional Counsel; CPD, PIH, and Housing Program Providers

FHEO Notice: **FHEO-2020-01**
Issued: January 28, 2020
Expires: Effective until Amended, Superseded, or Rescinded.

Subject: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act

1. **Purpose:** This notice explains certain obligations of housing providers under the Fair Housing Act (FHA) with respect to animals that individuals with disabilities may request as reasonable accommodations. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA. This guidance provides housing providers with a set of best practices for complying with the FHA when assessing requests for reasonable accommodations to keep animals in housing, including the information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. This guidance replaces HUD's prior guidance, FHEO-2013-01, on housing providers' obligations regarding service animals and assistance animals. In particular, this guidance provides a set of best practices regarding the type and amount of documentation a housing provider may ask an individual with a disability to provide in support of an accommodation request for a support animal, including documentation of a disability (that is, physical or mental impairments that substantially limit at least one major life activity) or a disability-related need for a support animal when the disability or disability-related need for the animal is non-obvious and not known to the housing provider. By providing greater clarity through this guidance, HUD seeks to provide housing providers with a tool they may use to reduce burdens that they may face when they are uncertain about the type and amount of documentation they may need and may be permitted to request when an individual seeks to keep a support animal in housing. Housing providers may be subject to the requirements of several civil rights laws, including but not limited to the FHA, Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA). This guidance does not address how HUD will process complaints against housing providers under Section 504 or the ADA.

Exhibit "A-1".

2. **Applicability:** This notice applies to all housing providers covered by the FHA.[1]

3. **Organization:** There are two sections to this notice. The first, "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," recommends a set of best practices for complying with the FHA when assessing accommodation requests involving animals to assist housing providers and help them avoid violations of the FHA. The second section to this notice, "Guidance on Documenting an Individual's Need for Assistance Animals in Housing," provides guidance on information that an individual seeking a reasonable accommodation for an assistance animal may need to provide to a housing provider about his or her disability-related need for the requested accommodation, including supporting information from a health care professional.

Questions regarding this notice may be directed to the HUD Office of Fair Housing and Equal Opportunity, Office of the Deputy Assistant Secretary for Enforcement and Programs, or your local HUD Office of Fair Housing and Equal Opportunity.

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Anna María Farías, Assistant Secretary for
Fair Housing and Equal Opportunity

[1] The Fair Housing Act covers virtually all types of housing, including privately owned housing and federally assisted housing, with a few limited exceptions.

Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act[2]

The Fair Housing Act (FHA) makes it unlawful for a housing provider[3] to refuse to make a reasonable accommodation that a person with a disability may need in order to have equal opportunity to enjoy and use a dwelling.[4] One common request housing providers receive is for a reasonable accommodation to providers' pet or no animal policies so that individuals with disabilities are permitted to use assistance animals in housing,[5] including public and common use areas.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.[6] There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal").[7] An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the FHA and may be treated as a pet for purposes of the lease and the housing provider's rules and policies. A housing provider may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals.[8]

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[2] This document is an integral part of U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice FHEO-2020-01, dated January 28, 2020 (sometimes referred to as the "Assistance Animal Notice").

[3] The term "housing provider" refers to any person or entity engaging in conduct covered by the FHA. Courts have applied the FHA to individuals, corporations, partnerships, associations, property owners, housing managers, homeowners and condominium associations, cooperatives, lenders, insurers, real estate agents, brokerage services, state and local governments, colleges and universities, as well as others involved in the provision of housing, residential lending, and other real estate-related services.

[4] 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. Unless otherwise specified, all citations refer to those authorities effective as of the date of the publication of this guidance.

[5] For purposes of this guidance, the term "housing" refers to all housing covered by the Fair Housing Act, including apartments, condominiums, cooperatives, single family homes, nursing homes, assisted living facilities, group homes, domestic violence shelters, emergency shelters, homeless shelters, dormitories, and other types of housing covered by the FHA.

[6] *See* 24 C.F.R. § 5.303(a).

[7] Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. *See* 24 C.F.R. § 100.201.

[8] *See* Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act ("Joint Statement"), Q and A 11 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf; *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011). HUD views the Joint Statement as well-reasoned guidance on some of the topics addressed in this guidance. The Joint Statement, available to the public since 2004, has been cited from time to time by courts. *See, e.g., Bhogaita v. Altamonte Heights Condo. Ass'n*, 765 F.3d 1277, 1286 (11th Cir. 2014); *Sinisgallo*

As of the date of the issuance of this guidance, FHA complaints concerning denial of reasonable accommodations and disability access comprise almost 60% of all FHA complaints and those involving requests for reasonable accommodations for assistance animals are significantly increasing. In fact, such complaints are one of the most common types of fair housing complaints that HUD receives. In addition, most HUD charges of discrimination against a housing provider following a full investigation involve the denial of a reasonable accommodation to a person who has a physical or mental disability that the housing provider cannot readily observe.[9]

HUD is providing this guidance to help housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by housing providers' pet policies, such as pet fees or deposits. The guidance may also help persons with a disability who request a reasonable accommodation to use an assistance animal in housing.

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in this guidance can be used for all requests for exceptions or modifications to housing providers' rules, policies, practices, and/or procedures so persons with disabilities can have assistance animals in the housing where they reside.

This guidance is provided as a tool for housing providers and persons with a disability to use at their discretion and provides a set of best practices for addressing requests for reasonable accommodations to keep animals in housing where individuals with disabilities reside or seek to reside. It should be read together with HUD's regulations prohibiting discrimination under the FHA[10] —with which housing providers must comply— and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at https://www.hud.gov/sites/documents/huddojstatement.pdf. A housing provider may also be subject to the Americans with Disabilities Act (ADA) and therefore should also refer to DOJ's regulations implementing Title II and Title III of the ADA at 28 C.F.R. parts 35 and 36 , and DOJ's guidance on service animals, *Frequently Asked Questions about Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html and *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm. This guidance replaces HUD's prior guidance on housing providers' obligations regarding service animals and assistance animals.[11] Housing

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v. Town of Islip Hous. Auth., 865 F. Supp. 2d 307, 336-42 (E.D.N.Y. 2012). However, HUD does not intend to imply that the Joint Statement is independently binding statutory or regulatory authority. HUD understands it to be subject to applicable limitations on the use of guidance. *See* "Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

[9] *See, e.g.*, *HUD v. Castillo Condominium Ass'n*, No. 12-M-034-FH-9, 2014 HUD ALJ LEXIS 2 (HUD Sec'y, October 02, 2014) aff'd, 821 F.3d 92 (1st Cir. 2016); *HUD v. Riverbay*, No. 11-F-052-FH-18, 2012 HUD ALJ LEXIS 15 (HUD ALJ, May 07, 2012), aff'd, 2012 ALJ LEXIS 19 (HUD Sec'y June 06, 2012).

[10] 24 C.F.R. Part 100.

[11] FHEO-2013-01.

providers should not reassess requests for reasonable accommodations that were granted prior to the issuance of this guidance in compliance with the FHA.

Treatment as a Guidance Document

As a guidance document, this document does not expand or alter housing providers' obligations under the Fair Housing Act or HUD's implementing regulations. It should be construed consistently with Executive Order 13891 of October 9, 2019 entitled "Promoting the Rule of Law Through Improved Agency Guidance Documents," Executive Order 13892 of October 9, 2019 entitled "Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication," the Office of Management and Budget Memorandum M-20-02 entitled "Guidance Implementing Executive Order 13891, Titled 'Promoting the Rule of Law Through Improved Agency Guidance Documents,'" the Department of Justice Memorandum of January 25, 2018 entitled "Limiting Use of Agency Guidance Documents in Affirmative Civil Enforcement Cases," and the Department of Justice Memorandum of November 16, 2017 entitled "Prohibition on Improper Guidance Documents."

Part I: Service Animals

The FHA requires housing providers to modify or make exceptions to policies governing animals when it may be necessary to permit persons with disabilities to utilize animals.[12] Because HUD interprets the FHA to require access for individuals who use service animals, housing providers should initially follow the analysis that DOJ has determined is used for assessing whether an animal is a service animal under the ADA.[13] The Department of Justice's ADA regulations generally require state and local governments and public accommodations to permit the use of service animals by an individual with a disability.[14] For support animals and other assistance animals that may be necessary in housing, although the ADA does not provide for access, housing providers must comply with the FHA, which does provide for access.[15]

[12] 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. See also Pet Ownership for the Elderly and Persons with Disabilities – Final Rule, 73 Fed. Reg. 63833 (Oct. 27, 2008).
[13] 24 C.F.R. § 100.204(b).
[14] 28 C.F.R. §§ 35.136(g); 36.302(c)(7).
[15] Specifically, under the Fair Housing Act, housing providers are obligated to permit, as a reasonable accommodation, the use of animals that work, provide assistance, or perform tasks that benefit persons with disabilities, or provide emotional support to alleviate a symptom of effect of a disability. Separate regulations govern airlines and other common carriers, which are outside the scope of this guidance.

What is a service animal?

Under the ADA, "*service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability."[16]

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:[17]

1. Is the animal a dog?

   - If "yes," proceed to the next question.
   - If "no," the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed.[18] Proceed to Part II below.

2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?

   - If "yes," further inquiries are unnecessary and inappropriate because the animal is a service animal.[19]
   - If "no," proceed to the next question.

It is *readily apparent* when the dog is observed:
guiding an individual who is blind or has low vision
pulling a wheelchair
providing assistance with stability or balance to an individual with an observable mobility disability[20]

3. It is advisable for the housing provider to limit its inquiries to the following two questions:

   - The housing provider may ask in substance: (1) "Is the animal required because of a

[16] 28 C.F.R. §§ 35.104; 36.104 (emphasis added).
[17] 28 C.F.R. §§ 35.136; 36.302(c).
[18] Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional considerations, beyond the scope of this guidance, apply. *See* 28 C.F.R. §§ 35.136(i); 36.302(c)(9).
[19] 28 C.F.R. §§ 35.136(f); 36.302(c)(6).
[20] 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

disability?" and (2) "What work or task has the animal been trained to perform?"[21] Do not ask about the nature or extent of the person's disability, and do not ask for documentation. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.

- If the answer to question (1) is "yes" and work or a task is identified in response to question (2), grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.
- If the answer to either question is "no" or "none," the animal does not qualify as a service animal under federal law but may be a support animal or other type of assistance animal that needs to be accommodated. HUD offers guidance to housing providers on this in Part II.

Performing "work or tasks" means that the dog is trained to take a specific action when needed to assist the person with a disability.

- If the individual identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the dog should be considered a service animal and permitted in housing, including public and common use areas. Housing providers should not make further inquiries.
- If no specific work or task is identified, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required. Emotional support, comfort, well-being, and companionship are not a specific work or task for purposes of analysis under the ADA.

For more information, refer to the ADA rules and service animal guidance on DOJ's ADA Home Page at www.ada.gov[22] or call the ADA Information Line at 1-800-514-0301.

Part II: Analysis of reasonable accommodation requests under the Fair Housing Act for assistance animals other than service animals

A **reasonable accommodation** is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Remember: While it is not necessary to submit a written request or to use the words "reasonable accommodation," "assistance animal," or any other special words to request a reasonable accommodation under the FHA, persons making a request are encouraged to do so in order to avoid

[21] 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

[22] See *Frequently Asked Questions About Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html; *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm.

miscommunication.[23] Persons with disabilities may also want to keep a copy of their reasonable accommodation requests and supporting documentation in case there is a later dispute about when or whether a reasonable accommodation request was made. Likewise, housing providers may find it helpful to have a consistently maintained list of reasonable accommodation requests.[24]

A resident may request a reasonable accommodation either before or after acquiring the assistance animal.[25] An accommodation also may be requested after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation. However, under the FHA, a person with a disability may make a reasonable accommodation request at any time, and the housing provider must consider the reasonable accommodation request even if the resident made the request after bringing the animal into the housing.[26]

As a best practice, housing providers may use the following questions to help them make a decision when the animal does not meet the definition of service animal.[27]

4. Has the individual requested a reasonable accommodation — that is, asked to get or keep an animal in connection with a physical or mental impairment or disability?

Note: The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.[28]

- If "yes," proceed to Part III.
- If "no," the housing provider is not required to grant a reasonable accommodation that has not been requested.

Part III: Criteria for assessing whether to grant the requested accommodation

As a best practice, housing providers may use the following questions to help them assess whether

[23] See Joint Statement, Q and A 12 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[24] See Joint Statement, Q and A 13 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[25] *See* Joint Statement, Q and A 12 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[26] *See* 24 C.F.R. § 100.204(a).
[27] *See Janush v. Charities Hous. Dev. Corp.*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal., 2000) (rejecting an argument that a definition of "service dog" should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, instead finding that "the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.").
[28] *See* Joint Statement, Q and A 12 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

to grant the requested accommodation.

5. Does the person have an observable disability or does the housing provider (or agent making the determination for the housing provider) already have information giving them reason to believe that the person has a disability?

    - If "yes," skip to question #7 to determine if there is a connection between the person's disability and the animal.
    - If "no," continue to the next question.

Observable and Non-Observable Disabilities

Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. While some impairments may seem invisible, others can be readily observed. Observable impairments include blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism), neurological impairments (*e.g.*, stroke, Parkinson's disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions.[29] Observable impairments generally tend to be obvious and would not be reasonably attributable to non-medical causes by a lay person.

Certain impairments, however, especially including impairments that may form the basis for a request for an emotional support animal, may not be observable. In those instances, a housing provider may request information regarding both the disability and the disability-related need for the animal. Housing providers are not entitled to know an individual's diagnosis.

6. Has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?[30]

    - If "yes," proceed to question #7. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
    - If "no," the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so.[31] To assist the person requesting the

[29] *See* 24 C.F.R. § 100.201.
[30] *See* Joint Statement, Q and A 17 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[31] This would not permit the housing provider to require any independent evaluation or diagnosis specifically obtained for the housing provider or for the housing provider to engage in its own direct

accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the disability-related information that is actually needed to make a reasonable accommodation decision.

Information About Disability May Include . . .

A determination of disability from a federal, state, or local government agency.
Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans' disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency.
Eligibility for housing assistance or a housing voucher received because of disability.
Information confirming disability from a health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

Note that a determination that an individual does not qualify as having a disability for purposes of a benefit or other program does not necessarily mean the individual does not have a disability for purposes of the FHA, Section 504, or the ADA.[32]

Disability Determination

Note that under DOJ's regulations implementing the ADA Amendments Act of 2008, which HUD considers instructive when determining whether a person has a disability under the FHA, some types of impairments will, in virtually all cases, be found to impose a substantial limitation on a major life activity resulting in a determination of a disability.[33] Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia.[34] This does not mean that other conditions are not disabilities. It simply means that in virtually all cases these conditions will be covered as disabilities. While housing providers will be unable to observe or identify some of these impairments, individuals with disabilities sometimes voluntarily provide more details about their disability than the housing provider actually needs to make decisions on accommodation requests. When this information is provided, housing providers should consider it.

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evaluation. *See* Joint Statement, Q and A 17-18 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[32] *See* Joint Statement, Q and A 18 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[33] *See* 28 C.F.R. §§ 35.108(d)(2); 36.105(d)(2).

[34] *See* 28 C.F.R. §§ 35.108(d)(2)(iii); 36.105(d)(2)(iii).

Documentation from the Internet

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.[35] In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual.

7. Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?[36]

   - If "yes," proceed to Part IV. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
   - If "no," the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so. To assist the person requesting the accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the disability-related information that is actually needed to make a reasonable accommodation decision.

[35] *See* Joint Statement, Q and A 18 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[36] *See Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011) (determining that, in housing, a broader variety of assistance animals may be necessary as a reasonable accommodation, regardless of specific training).

Information Confirming Disability-Related Need for an Assistance Animal. . .

Reasonably supporting information often consists of information from a licensed health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic emotional support provided by the animal.
A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support.
For non-observable disabilities and animals that provide therapeutic emotional support, a housing provider may ask for information that is consistent with that identified in the Guidance on Documenting an Individual's Need for Assistance Animals in Housing (*see Questions 6 and 7) in order to conduct an individualized assessment of whether it must provide the accommodation under the Fair Housing Act. The lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.

Part IV: Type of Animal

8. Is the animal commonly kept in households?

- If "yes," the reasonable accommodation should be provided under the FHA unless the general exceptions described below exist.[37]
- If "no," a reasonable accommodation need not be provided, but note the very rare circumstances described below.

Animals commonly kept in households. If the animal is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted because the requestor has provided information confirming that there is a disability-related need for the animal.[38] For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

Unique animals. If the individual is requesting to keep a unique type of animal that is not commonly kept in households as described above, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. The individual is encouraged to submit documentation from a health care professional confirming the need for this animal, which includes information of the type set out in the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. While this guidance

[37] *See, e.g., Majors v. Hous. Auth. of the Cnty. of DeKalb Georgia,* 652 F.2d 454, 457 (5th Cir. 1981) (enforcing a "no pets" rule against an individual with a disability who needs an animal as a reasonable accommodation effectively deprives the individual of the benefits of the housing).
[38] *See* 24 C.F.R. § 100.204(a).

does not establish any type of new documentary threshold, the lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation. If the housing provider enforces a "no pets" policy or a policy prohibiting the type of animal the individual seeks to have, the housing provider may take reasonable steps to enforce the policy if the requester obtains the animal before submitting reliable documentation from a health care provider that reasonably supports the requestor's disability-related need for the animal. As a best practice, the housing provider should make a determination promptly, generally within 10 days of receiving documentation.[39]

Reasonable accommodations may be necessary when the need for a unique animal involves unique circumstances …

Examples:

The animal is individually trained to do work or perform tasks that cannot be performed by a dog.

Information from a health care professional confirms that:

- Allergies prevent the person from using a dog; or
- Without the animal, the symptoms or effects of the person's disability will be significantly increased.

The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

Example: A Unique Type of Support Animal

An individually trained capuchin monkey performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

Part V: General Considerations

The FHA does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.[40] A housing provider may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the

[39] *See* Joint Statement, Q and A 15 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[40] *See* 24 C.F.R. § 100.202(d).

animal in a secure enclosure).[41]

A reasonable accommodation may include a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or co-op rule.[42]

A housing provider may not charge a fee for processing a reasonable accommodation request.[43]

Pet rules do not apply to service animals and support animals. Thus, housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed[44] but can, as noted, limit based on specific issues with the animal's conduct because it poses a direct threat or a fundamental alteration.[45]

A housing provider may not charge a deposit, fee, or surcharge for an assistance animal. A housing provider, however, may charge a tenant for damage an assistance animal causes if it is the provider's usual practice to charge for damage caused by tenants (or deduct it from the standard security deposits imposed on all tenants).

A person with a disability is responsible for feeding, maintaining, providing veterinary care, and controlling his or her assistance animal. The individual may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.

Individuals with disabilities and housing providers may reference the best practices provided in this guidance in making and responding to reasonable accommodation requests within the scope of this guidance for as long as it remains in effect. HUD strongly encourages individuals with disabilities and housing providers to give careful attention to this guidance when making reasonable accommodation requests and decisions relating to animals.

Failure to adhere to this guidance does not necessarily constitute a violation by housing providers of the FHA or regulations promulgated thereunder.[46]

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the housing provider is encouraged to engage in a good-faith dialogue with the requestor called the "interactive process."[47] The housing provider may not insist on specific types of evidence if the information which is provided or actually known to the housing provider meets the requirements of this guidance (except as provided above). Disclosure of details about the diagnosis or severity of a disability or medical records or a medical examination cannot be required.

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[41] *See* Joint Statement Q and A 4 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[42] *See Warren v. Delvista Towers Condo. Ass'n*, 49 F. Supp. 3d 1082 (S.D. Fla. 2014).

[43] *See* Joint Statement, Q and A 11 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf; *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011).

[44] *See, e.g., Bhogaita v. Altamonte Heights Condo. Ass'n*, 765 F.3d 1277 (11th Cir. 2014) (reasonable accommodation to a housing provider's rule that all dogs must be under 25 pounds).

[45] *See* 24 C.F.R. § 100.202(d); Joint Statement, Q and A's 5 & 7 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[46] *See* "Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

[47] *See* Joint Statement, Q and A 7 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

If a reasonable accommodation request, provided under the framework of this guidance, is denied because it would impose a fundamental alteration to the nature of the provider's operations or impose an undue financial and administrative burden, the housing provider should engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.[48]

[48] For guidance on what constitutes a fundamental alteration or an undue financial and administrative burden, refer to the HUD/DOJ Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at https://www.hud.gov/sites/documents/huddojstatement.pdf.

Guidance on Documenting an Individual's Need for Assistance Animals in Housing

This section provides best practices for documenting an individual's need for assistance animals in housing. It offers a summary of information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. It is intended to help individuals with disabilities explain to their health care professionals the type of information that housing providers may need to help them make sometimes difficult legal decisions under fair housing laws. It also will help an individual with a disability and their health care provider understand what information may be needed to support an accommodation request when the disability or disability-related need for an accommodation is not readily observable or known by the housing provider. Housing providers may not require a health care professional to use a specific form (including this document), to provide notarized statements, to make statements under penalty of perjury, or to provide an individual's diagnosis or other detailed information about a person's physical or mental impairments.[49] Housing providers and the U.S. Department of Housing and Urban Development rely on professionals to provide accurate information to the best of their personal knowledge, consistent with their professional obligations. This document only provides assistance on the type of information that may be needed under the Fair Housing Act (FHA). The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Further, this document does not create any obligation to provide health-care information and does not authorize or solicit the collection of any information not otherwise permitted by the FHA.[50]

The Appendix to this Guide answers some commonly asked questions about terms and issues below. An understanding of the terms and issues is helpful to providing this information.

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When providing this information, health care professionals should use personal knowledge of their patient/client – *i.e.*, the knowledge used to diagnose, advise, counsel, treat, or provide health care or other disability-related services to their patient/client. **Information relating to an individual's disability and health conditions must be kept confidential and cannot be shared with other**

[49] *See* Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act ("Joint Statement"), Q and A's 13, 16-18 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.

[50] This guidance does not expand on the obligations under the FHA or HUD's regulations and should be construed consistently with Executive Order 13891 of October 9, 2019 entitled "Promoting the Rule of Law Through Improved Agency Guidance Documents," Executive Order 13892 of October 9, 2019 entitled "Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication," the Department of Justice Memorandum of January 25, 2018 entitled "Limiting Use of Agency Guidance Documents in Affirmative Civil Enforcement Cases," and the Department of Justice Memorandum of November 16, 2017 entitled "Prohibition on Improper Guidance Documents."

persons unless the information is needed for evaluating whether to grant or deny a reasonable accommodation request or unless disclosure is required by law.[51]

As a best practice, documentation contemplated in certain circumstances by the Assistance Animals Guidance is recommended to include the following general information:

> The patient's name,
> Whether the health care professional has a professional relationship with that patient/client involving the provision of health care or disability-related services, and
> The type of animal(s) for which the reasonable accommodation is sought (i.e., dog, cat, bird, rabbit, hamster, gerbil, other rodent, fish, turtle, other specified type of domesticated animal, or other specified unique animal).[52]

Disability-related information. A disability for purposes of fair housing laws exists when a person has a physical or mental impairment that substantially limits one or more major life activities. [53] Addiction caused by current, illegal use of a controlled substance does not qualify as a disability.[54] As a best practice, it is recommended that individuals seeking reasonable accommodations for support animals ask health care professionals to provide information related to the following:

> Whether the patient has a physical or mental impairment,
> Whether the patient's impairment(s) substantially limit at least one major life activity or major bodily function, and
> Whether the patient needs the animal(s) (because it does work, provides assistance, or performs at least one task that benefits the patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the patient/client, and not merely as a pet).

Additionally, if the animal is <u>not</u> a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, it may be helpful for patients to ask health care professionals to provide the following additional information:

> The date of the last consultation with the patient,
> Any unique circumstances justifying the patient's need for the particular animal (if already owned or identified by the individual) or particular type of animal(s), and
> Whether the health care professional has reliable information about this specific animal or

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[51] *See* Joint Statement, Q and A 18 (May 17, 2004), at https://www.hud.gov/sites/documents/huddojstatement.pdf.
[52] *See, e.g., Janush v. Charities Housing Development Corporation*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal. 2000) (rejecting an argument that a definition of "service dog" should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, finding that "the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.").
[53] 24 C.F.R. § 100.201.
[54] 24 C.F.R. § 100.201.

whether they specifically recommended this type of animal.

It is also recommended that the health care professional sign and date any documentation provided and provide contact information and any professional licensing information.

Appendix

What are assistance animals?

Assistance animals do work, perform tasks, provide assistance, or provide emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function.[55]

What are physical or mental impairments?

Physical or mental impairments include: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability; or

Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.[56]

What are major life activities or major bodily functions?

They are: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working.[57]

Other impairments – based on specific facts in individual cases -- may also substantially limit at least one major life activity or bodily function.[58]

What are Some Examples of Work, Tasks, Assistance, and Emotional Support?

[55] *See* 24 C.F.R. §§ 5.303; 960.705.
[56] *See* 24 C.F.R. § 100.201.
[57] *See* 24 C.F.R. § 100.201(b).
[58] *See* 24 C.F.R. § 100.201.

Some examples of work and tasks that are commonly performed by service dogs include[59]:

Assisting individuals who are blind or have low vision with navigation and other tasks,
Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
Providing non-violent protection or rescue work,
Pulling a wheelchair,
Alerting a person with epilepsy to an upcoming seizure and assisting the individual during the seizure,
Alerting individuals to the presence of allergens,
Retrieving the telephone or summoning emergency assistance, or
Providing physical support and assistance with balance and stability to individuals with mobility disabilities.

Some other examples of work, tasks or other types of assistance provided by animals include:[60]

Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors,
Reminding a person with mental illness to take prescribed medication,
Alerting a person with diabetes when blood sugar is high or low,
Taking an action to calm a person with post-traumatic stress disorder (PTSD) during an anxiety attack,
Assisting the person in dealing with disability-related stress or pain,
Assisting a person with mental illness to leave the isolation of home or to interact with others,
Enabling a person to deal with the symptoms or effects of major depression by providing a reason to live, or
Providing emotional support that alleviates at least one identified symptom or effect of a physical or mental impairment.

What are examples of a patient's need for a unique animal or unique circumstances?[61]

The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
Information from a health care professional confirms that:
- Allergies prevent the person from using a dog, or
- Without the animal, the symptoms or effects of the person's disability will be significantly increased.

The individual seeks a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or condominium or co-op rule.
The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

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[59] *See* 28 C.F.R. §§ 35.136(f); 36.302(c)(6).
[60] *See, e.g., Majors v. Housing Authority of the County of DeKalb Georgia*, 652 F.2d 454, 457 (5th Cir. 1981); *Janush*, 169 F.Supp.2d at 1136-37.
[61] *See, e.g., Anderson v. City of Blue Ash*, 798 F.3d 338, 360-63 (6th Cir. 2015) (seeking a reasonable accommodation to keep a miniature horse as an assistance animal).

B. Form to Request an Assistance Animal

Form to Request an Assistance Animal

The Florida Fair Housing Act and other state and local fair housing laws require that cooperatives and managers provide reasonable accommodations for unit owners and occupants who have disabilities. HAWTHORNE RESIDENTS COOPERATIVE ASSOCIATION, INC. ("ASSOCIATION") is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy common area and their dwelling within the Association.

Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Reasonable accommodations may include waiving or varying Association rules or policies to allow unit owners and occupants to keep service animal(s) and emotional support animal(s), (together commonly referred to herein as "Assistance Animals").

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy common area or their dwelling unit within the Association, please consider completing this form and return it to the Association's management office. Please check all items that apply and answer all questions. Please also refer to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing (attached to the Assistance Animal Policy). The Association will answer this request in writing within 14 business days. All information provided to the Association in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office by telephone at 352-360-6200 or by email at GM@HRCA.cc for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

   __ Yes __ No

   If your answer is "Yes," and you do not have someone who can assist you, please ask the onsite General Manager by telephone at 352-360-6200 or by email at GM@HRCA.cc to assist you in filling out this form.

   If your answer is "No," continue on to Question No.2.

2. Today's Date _____
3. I am (please check one):

   ___ The person who has a disability and is requesting an Assistance Animal. If so, continue to Question 4.

   ___ A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal. Please fill out the information below:

   Name of person filling out the form: _____

   Mailing Address: _____

   Email: _____

   Telephone number: _____

   Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

   _____

Unit Address: _____

Mailing Address (if different): _____

Email: _____

Telephone number: _____

5. Is the person with a disability who is requesting an Assistance Animal doing so that he or she can have an equal opportunity to use and enjoy a dwelling in the Association?

   __Yes __ No

6. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request: _____
   _____

7. Designate the species of animal for which you are making a reasonable accommodation request e.g., "dog," "cat": _____

8. Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?

   __Yes __ No

   (If "No", continue to Question 9)

You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

9. If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or alleviates one or more symptoms or effects of your disability, please submit a statement from a health care practitioner, as defined in s. 456.001; a telehealth provider, as defined in s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state stating that (a) you have a disability (i.e., you have a physical or mental impairment that substantially limits one or more major life activities); and (b) the animal would provide emotional support or other assistance that would alleviate one or more symptoms or effects of your disability and how the animal alleviates the symptoms or effects. Please attach such documentation to this application. The information provided may only be considered reliable if the practitioner or provider has personal knowledge of the person's disability and is acting within the scope of his or her practice to provide the supporting information.

Important: criminal penalties and other consequences exist for persons who knowingly and willfully misrepresent their use or qualification to use an assistance animal.

****Please be sure to also complete the Animal Registration Form****

Date: _____ Date: _____

Signature: _____ Signature: _____
Signature of person making request Signature of person with disability

TO BE COMPLETED BY MANAGEMENT Form accepted by:
Date: _____ Signature: _____

C. Assistance Animal Registration Form

Service Animal or Emotional Support Animal Registration

Hawthorne is a NO PET community. This form is to help the Hawthorne Residents Cooperative Association, Inc. ("Association") ensure that service animals and emotional support animals ("Animal(s)") are vaccinated and licensed.

Date:_____

Name of Unit Owner(s)_____ _____

Applicant Name:_____

Hawthorne Address:_____

Mailing Address (if different) _____

_____

Cell Phone_____ Email _____

Animal Information

Type: (dog, cat, other) _____

Breed: _____

Current: Height _____Weight _____

Expected Height and Weight of animal when fully mature (if not current) Height _____Weight _____

To be valid, the following items must be attached to this form:

Current vaccination record
License number and expiration date:
Photo of the Service Animal or Emotional Support

I understand that it is my responsibility to annually submit this form along with a current vaccination record, the current license, and an updated photograph of my Service Animal or Emotional Support Animal to the Association.

Date:_____ Signature:_____

_____

ONCE COMPLETED, RETURN THIS FORM TO THE MANAGEMENT OFFICE
Chad Peck, LCAM, CMCA, MBA, General Manager
100 Hawthorne Blvd., Leesburg, FL 34748
GM@HRCA.cc

TO BE COMPLETED BY MANAGEMENT

Date:_____ Form accepted by: _____

Signature:_____