

# Homeowners' Expectations

UNDERSTANDING THE SAND LAKE HILL  
COMMUNITY'S RELIANCE ON SINGLE-  
FAMILY HOME RESTRICTION

By Matt G. Firestone







## DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the 8th day of November, 1972, by AMERICAN EQUITY DEVELOPERS, INC. (hereinafter referred to as the Developer);

## WITNESSETH:

WHEREAS, the Developer is the owner of certain real property (hereinafter referred to as the Property) situate in Orange County, Florida, more particularly described in the plat of Sand Lake Hills, Section 1, Dr. Phillips, Orange County, Florida, as recorded in Plat Book 4, Pages 114 through 116, inclusive, in the Public Records of Orange County, Florida.

WHEREAS, the Developer will convey the Property or portions thereof subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

WHEREAS, THE DR. P. PHILLIPS FOUNDATION, a Florida corporation not for profit (hereinafter with its successor and assigns referred to as the Foundation) has or may have some interest in the Property;

WHEREAS, it is the desire of the parties hereto that the property be subject to these Covenants and Restrictions for the mutual benefit and protection of the parties hereto and persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Property;

NOW, THEREFORE, the Developer hereby declares that all of the Property or any portion or portions thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants and Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the parties hereto and to each owner of any portion or portions of the Property.

## ARTICLE I

## Definitions

The definitions used in these Covenants and Restrictions, unless the context otherwise specifies or requires, shall have the following meanings:

- a. "Articles of Incorporation" means the articles of incorporation of the association (as herein-after identified) and any filed amendments thereto.
- b. "Association" means The Sand Lake Hills Property Owners Association, Inc., a Florida corporation not for profit and its successors.
- c. "By-Laws" means the by-laws of the Association and any duly adopted amendments thereto.
- d. "Dwelling" means a single-family residence, attached or detached non-paying guest house, servants' quarters or any approved accessory building.
- e. "Grantee" shall mean and refer to the record owner whether a natural person or persons.

THIS DOCUMENT HAS BEEN RECORDED AT  
RECORDS OF ORANGE  
17th Floor - ONE Building  
Orlando, Florida

partnership or corporation, of a fee simple title to any Lot which is a part of the Property or to any portion or portion of the Property, but excluding those having such interest merely as security for the performance of an obligation.

- f. "Lot" shall mean and refer to any part of the Property shown as a platted Lot of Sand Lake Hills, Section 1, as recorded in the Public Records of Orange County, Florida.
- g. "Subdivision" means Sand Lake Hills, Section 1, Dr. Phillips, Orange County, Florida, as recorded in Plat Book 4, Pages 114 through 116, inclusive in the Public Records of Orange County, Florida.

## ARTICLE II

1. The name "Dr. Phillips, Florida" shall be an integral part of the name of each plat placed of record or in the alternative the name of the plat will be stated followed by the words "Dr. Phillips, Orange County, Florida".

2. The Grantee agrees in accepting title to the Lot not to initiate or support a change in the name of the area from that of Dr. Phillips, Florida.

3. The Grantee agrees to cooperate in re-establishing a post office at Dr. Phillips, Florida, if requested, and if it is re-established, the Grantee will use Dr. Phillips, Florida for its mailing address and will not initiate or support a change in the name thereof.

4. The Grantee agrees to use the Lot only for residential purposes.

5. No retail or wholesale business of any nature or sale of services or skills will be conducted on the Lot.

6. Use of a Lot or any portion of the Property will be for single family Dwellings, attached or detached non-paying guest houses or servants' quarters, docks, piers and boathouses.

7. The Grantee agrees to maintain Grantee's Lot in a clean and sanitary condition. The Lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. Native vegetation such as rosemary, palmetto and scrub oak shall not be removed from the Lot where the retention of such vegetation shall promote the attractive appearance of the Lot. If, after 30 days' written notice, the Grantee has not complied with the foregoing requirements regarding maintenance of the Lot; the Developer and/or the Foundation hereby reserves the right to enter the Lot and to do all things necessary to comply with the foregoing maintenance requirements. Upon the performance of such maintenance by the Developer, and/or the Foundation, they, or either of them, shall have a lien against the Lot, which lien, if unpaid upon demand, shall bear interest at eight percent (8%) per annum and may be foreclosed at the option of the holder of said lien. Provided, however, that any such lien shall be and is hereby declared to be subordinate to any valid first mortgage of the Lot.

8. The Grantee agrees that no stables or kennels will be maintained on a Lot or Lots or any portion of the Property in which more than three domesticated animals or pets are kept therein. In no event shall domesticated fowl be allowed to be kept on a Lot or Lots or any portion of the Property.

SAND LAKE HILLS, SECTION 1  
DR. PHILLIPS, ORANGE COUNTY, FLORIDA  
SHEET ONE OF THREE SHEETS



**Description**

VICINITY MAP

**KNOW ALL MEN BY THESE PRESENTS**, That the Corporation, upon

IN WITNESS WHEREOF, he has caused these presents to be signed and  
attested to by the officers named below and its corporate seal to be affixed  
hereunto on: OCT. 19, 1977  
BEI-AIRE HOMES, INC.

STATE OF FLORIDA COUNTY OF DADE

of the above named corporation incorporated under the laws of the State of \_\_\_\_\_, to me known to be the individuals or officers described in and who executed the foregoing Declaration or generally acknowledged the execution thereof to be their free act and deed as such officers thereto duly authorized; that the official seal of said

Notary Public  
My Commission Expires April 4/02

**CERTIFICATE OF SURVEYOR**

Orange County, Florida. Dated August 10, 1977  
S.P. Lott Register No. 1257

**CERTIFICATE OF APPROVAL**  
**BY COUNTY ENGINEER**

Examined and Approved: *[Signature]* 11-20-79

Chairman of the Board

I HEREBY CERTIFY, That I have examined the foregoing  
that it complies in form with all the requirements of the  
Statutes, and was filed for record on March 22, 1944  
at 10:39 AM File No. 1942478  
Kenneth D. Keith

[illegible]

REPLATTING LOTS 42 THROUGH 47 INCLUSIVE AND THE 30FT. GREENBELT LYING NORTH OF BANYAN BOULEVARD AND WEST OF SAID LOT 42, SAND LAKE HILLS SECTION 1



JEFFREY

556  
589  
577  
574

555  
588  
587  
576  
575

[illegible]

32.00' 19.87'

32.00' 22.50'

EDGE OF WOODS COURT

R 20

377 538 537 536 535 534

M. 10 M. 11

Survey of the land of the State of New York

SIZE	INCHES	MILLIMETERS
1/2"	12.7	318
3/4"	19.0	483
1"	25.4	640
1 1/4"	31.8	813
1 1/2"	38.1	965
2"	50.8	1280
2 1/2"	63.5	1613
3"	76.2	1930
3 1/2"	88.9	2253
4"	101.6	2580
4 1/2"	114.3	2903
5"	127.0	3230
5 1/2"	139.7	3543
6"	152.4	3870
6 1/2"	165.1	4193
7"	177.8	4520
7 1/2"	190.5	4843
8"	203.2	5170
8 1/2"	215.9	5493
9"	228.6	5820
9 1/2"	241.3	6143
10"	254.0	6470
10 1/2"	266.7	6793
11"	279.4	7120
11 1/2"	292.1	7443
12"	304.8	7770
12 1/2"	317.5	8093
13"	330.2	8420
13 1/2"	342.9	8743
14"	355.6	9070
14 1/2"	368.3	9393
15"	381.0	9720
15 1/2"	393.7	10043
16"	406.4	10370
16 1/2"	419.1	10693
17"	431.8	11020
17 1/2"	444.5	11343
18"	457.2	11670
18 1/2"	469.9	11993
19"	482.6	12320
19 1/2"	495.3	12643
20"	508.0	12970
20 1/2"	520.7	13293
21"	533.4	13620
21 1/2"	546.1	13943
22"	558.8	14270
22 1/2"	571.5	14593
23"	584.2	14920
23 1/2"	596.9	15243
24"	609.6	15570
24 1/2"	622.3	15893
25"	635.0	16220
25 1/2"	647.7	16543
26"	660.4	16870
26 1/2"	673.1	17193
27"	685.8	17520
27 1/2"	698.5	17843
28"	711.2	18170
28 1/2"	723.9	18493
29"	736.6	18820
29 1/2"	749.3	19143
30"	762.0	19470
30 1/2"	774.7	19793
31"	787.4	20120
31 1/2"	800.1	20443
32"	812.8	20770
32 1/2"	825.5	21093
33"	838.2	21420
33 1/2"	850.9	21743
34"	863.6	22070
34 1/2"	876.3	22393
35"	889.0	22720
35 1/2"	901.7	23043
36"	914.4	23370
36 1/2"	927.1	23693
37"	939.8	24020
37 1/2"	952.5	24343
38"	965.2	24670
38 1/2"	977.9	24993
39"	990.6	25320
39 1/2"	1003.3	25643
40"	1016.0	25970
40 1/2"	1028.7	26293
41"	1041.4	26620
41 1/2"	1054.1	26943
42"	1066.8	27270
42 1/2"	1079.5	27593
43"	1092.2	27920
43 1/2"	1104.9	28243
44"	1117.6	28570
44 1/2"	1130.3	28893
45"	1143.0	29220
45 1/2"	1155.7	29543
46"	1168.4	29870
46 1/2"	1181.1	30193
47"	1193.8	30520
47 1/2"	1206.5	30843
48"	1219.2	31170
48 1/2"	1231.9	31493
49"	1244.6	31820
49 1/2"	1257.3	32143
50"	1270.0	32470
50 1/2"	1282.7	32793

10.0	100.00
15.0	225.00
20.0	400.00
25.0	625.00
30.0	900.00
35.0	1225.00
40.0	1600.00
45.0	2025.00
50.0	2500.00
55.0	3025.00
60.0	3600.00
65.0	4225.00
70.0	4900.00
75.0	5625.00
80.0	6400.00
85.0	7225.00
90.0	8100.00
95.0	9025.00
100.0	10000.00

214.48	30.30	
214.52	30.32	
214.56	30.34	
214.60	30.36	
214.64	30.38	



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PLAT BOOK AND PAGE	8 - 136
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SECTION 22, TOWNSHIP 23 SOUTH, RANGE 28 EAST  
DR. PHILLIPS, ORANGE COUNTY, FLORIDA

REPLATTING LOTS 42 THROUGH 47 INCLUSIVE AND THE 30 FT. GREENBELT LYING NORTH OF BANYAN BOULEVARD AND WEST OF SAID LOT 42, SAND LAKE HILLS SECTION 1



O.R. 3044 PL 400

14276472227 AUG 31 10 13 AM '79 O.R. 3044 PL 400 1979  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the 29<sup>th</sup> day of August, 1979 by BEL-AIRE HOMES, INC., a Florida corporation (hereinafter referred to as the "Developer") and DR. PHILLIPS, INC., a Florida corporation;

## WITNESSETH:

WHEREAS, the Developer and Dr. Phillips, Inc. are the owners of certain real property (hereinafter referred to as the "Property") situate in Orange County, Florida, more particularly described as follows:

PARCEL A.

NE 1/4 of SW 1/4 of Section 22, Township 23 South, Range 28 East.

PARCEL B.

That part of the NW 1/4 of SW 1/4 of Section 22, Township 23 South, Range 28 East lying East of the Apopka-Vineland Road.

PARCEL C.

That part of the SW 1/4 of the NW 1/4 lying East of Apopka-Vineland Road and  
The SE 1/4 of the NW 1/4 and  
The SW 1/4 of the NE 1/4 and  
The SE 1/4 of the NE 1/4 and  
The NE 1/4 of the SE 1/4 all lying in  
Section 22, Township 23 South, Range 28 East

and all being situate in Orange County, Florida

WHEREAS, the Developer and Dr. Phillips, Inc. will convey, or otherwise utilize the Property or portions thereof subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, THE DR. P. PHILLIPS FOUNDATION, a Florida corporation, not for profit (hereinafter with its successor and assigns referred to as the "Foundation") has or may have some interest in the Property, or rights granted to it by these Covenants and Restrictions; and

WHEREAS, it is the desire of the parties hereto that the Property be subject to these Covenants and Restrictions for the mutual benefit and protection of the parties hereto and persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Property;

NOW, THEREFORE, the Developer and Dr. Phillips, Inc. hereby declare that all of the Property or any portion thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants and Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the parties hereto and to each owner of any portion or portions of the Property.

Prepared by: Jim Hinson - Return to: Charles H. True  
2309 US Rd., Suite 501  
Winter Park, Fla. 32789

ARTICLE IDefinitions

O.R. 3044 PL 401

The definitions used in these Covenants and Restrictions, unless the context otherwise specifies or requires, shall have the following meanings:

- a. "Dwelling" means a single-family residence, attached or detached non-paying guest house, servants' quarters or any approved accessory building.
- b. "Grantee" shall mean and refer to the record owner whether a natural person or persons, partnership or corporation, of a fee simple title to any Lot or Parcel which is a part of the Property or to any portion or portions of the Property, but excluding those having such an interest merely as security for the performance.
- c. "Lot" shall mean and refer to any part of the Property shown as platted in the Public Records of Orange County, Florida and shall refer to any parcel which comprises any portion of the metes and bounds description above.
- d. "Subdivision" means that portion of the Property covered by these Restrictions which is or may be platted in the Public Records of Orange County, Florida as a Subdivision and shall refer to the metes and bounds description above.
- e. "Property" means the subdivision or any portion of the metes and bounds description above.

ARTICLE II

1. The name "Dr. Phillips, Florida" shall be an integral part of the name of each plat placed of record or in the alternative name of the plat will be stated followed by the words "Dr. Phillips, Orange County, Florida".
2. The Grantee agrees in accepting title to the Lot not to initiate or support a change in the name of the area from that of Dr. Phillips, Florida.
3. The Grantee agrees in accepting title to the Lot not to initiate or support a change in zoning which would allow a use less restrictive than the present zoning classification of R-1A, nor to initiate or support any request for a variance or special exception permitting use of any Lot in this Subdivision other than for a single-family dwelling as permitted under the present zoning classification.
4. The Grantee agrees to cooperate in re-establishing a post office at Dr. Phillips, Florida, if requested, and if it is re-established, the Grantee will use Dr. Phillips, Florida for its mailing address and will not initiate or support a change in the name thereof.
5. The Grantee agrees to use the Lot only for single-family residential purposes.
6. No retail or wholesale business of any nature or sale of services or skills will be conducted on the Lot.
7. Use of a Lot or any portion of the Property will be for single-family dwellings, attached or detached non-paying guest houses or servants quarters, docks, piers and boathouses.

# Community Members Expectations

WARRANTY DEED  
FORM TO RECORD

RAMCO FORM 01

This Warranty Deed Made the 17th day of OCTOBER A. D. 19 86 by

THOMAS J. MORRIS AND JOANNA L. MORRIS, HIS WIFE

hereinafter called the grantor, to

FRANK E. BROUGH AND CYNTHIA J. BROUGH, HIS WIFE

whose postoffice address is 8626 EDGE OF WOODS COURT, ORLANDO, FLORIDA 32819

hereinafter called the grantee:

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in ORANGE County, Florida, viz:

LOT 537, SAND LAKE HILLS, SECTION SIX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 135 AND 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Florida  
Rev Fee \$  
Doc Tax \$  
Int Tax \$  
Total \$

Paid  
THOMAS H. LOCKER,  
Orange County  
Comptroller  
By *[Signature]*  
Deputy Clerk

2623233 ORANGE CO. FL.  
01-02-40PM 10/21/86

OR3829 P64039

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 85, and any easements, restrictions and reservations of record, if any.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
Bernard Dalton  
*[Signature]*  
Charlotte Weinstein

*[Signature]*  
THOMAS J. MORRIS  
*[Signature]*  
JOANNA L. MORRIS

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

THOMAS J. MORRIS AND JOANNA L. MORRIS, HIS WIFE

to me known to be the person described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official seal, in the County and State aforesaid this 17th day of OCTOBER, A. D. 19 86

*[Signature]*  
Susan J. Yeagle  
This instrument prepared by:

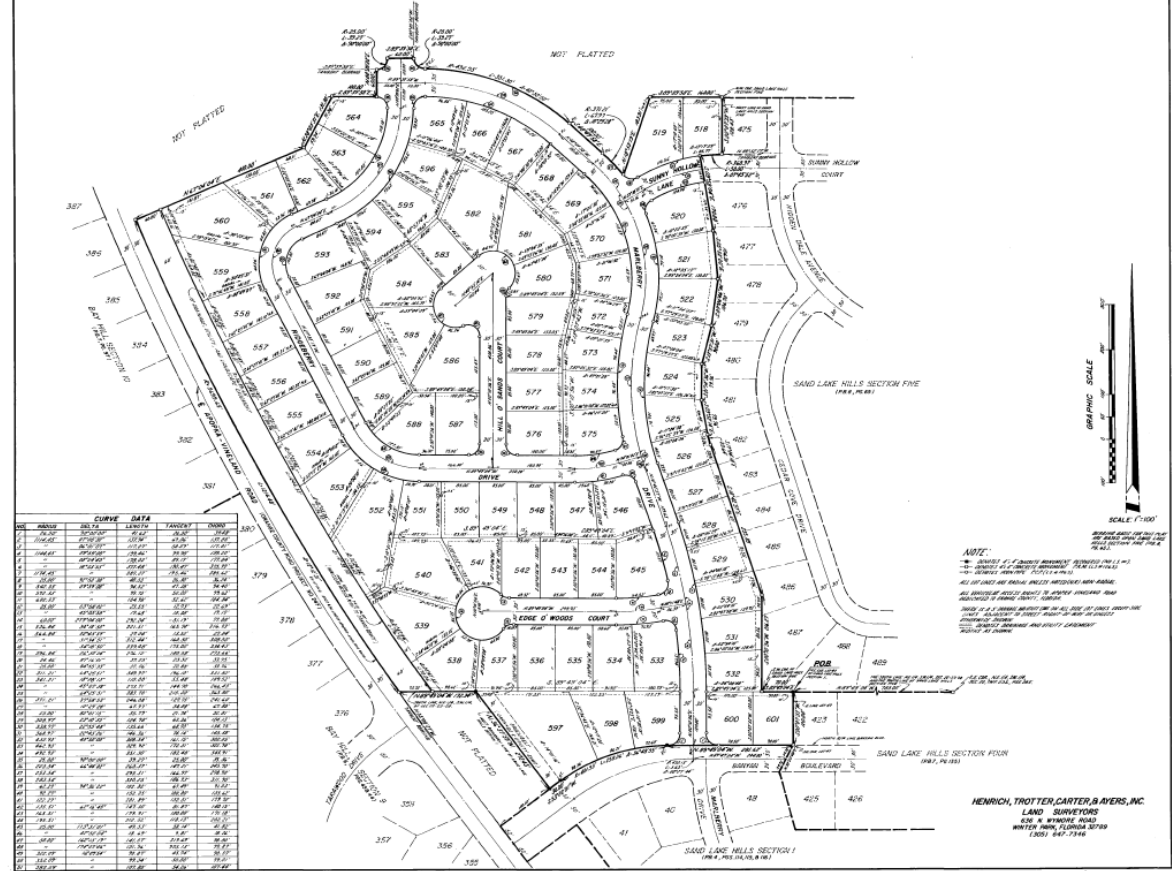
Address

THIS INSTRUMENT WAS PREPARED BY  
SUSAN J. YEAGLE  
TIGOR TITLE INSURANCE  
7232 SAND LAKE ROAD  
SUITE 202  
ORLANDO, FLORIDA 32819

## SAND LAKE HILLS SECTION SIX

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 28 EAST  
DR. PHILLIPS, ORANGE COUNTY, FLORIDA

REPLATING LOTS 42 THROUGH 47 INCLUSIVE AND THE 30 FT. GREENBELT LYING NORTH OF BANYAN BOULEVARD AND WEST OF SAID LOT 42, SAND LAKE HILLS SECTION I





# OTC – CONSTRUCTIVE KNOWLEDGE

Prepared by, and after recording return to:  
Berry J. Walker, Jr., an employee of  
Walker & Tudhope, P.A.,  
225 South Westmonte Drive, Suite 2040  
Altamonte Springs, Florida 32714  
Consideration: \$184,111.70  
File Number: FA15-081

DOC# 20150174975 B: 10901 P: 3424  
04/09/2015 11:07:52 AM Page 1 of 2  
Rec Fee: \$18.00  
Deed Doc Tax: \$1,289.40  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: WALKER & TUDHOPE PA

For official use by Clerk's office only

STATE OF Florida )  
COUNTY OF: Seminole ) **SPECIAL WARRANTY DEED**

THIS INDENTURE, made this April 2, 2015, between **AA Florida Home Buyers, LLC**, a Florida limited liability company whose mailing address is: 225 South Westmonte Drive, Suite 2040, Altamonte Springs, FL 32714, party of the first part, and **Orlando Torah Center, Inc.**, a Florida corporation, whose mailing address is: 6954 Piazza Street, Orlando, FL 32819, party/parties of the second part,

#### WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit:

Lot 597, SAND LAKE HILLS SECTION SIX, according to the plat thereof, as recorded  
in Plat Book 8, Pages 135 and 136, of the Public Records of Orange County, Florida. |

Parcel Identification Number: 22-23-28-7820-05-970

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on April 2, 2015.

Signed, sealed and delivered  
in the presence of:

AA Florida Home Buyers, LLC, a Florida limited liability  
company:

Witness signature  
Berry J. Walker, Jr.  
Print witness name

By: [Signature]  
Print Name: Sean C. Caywood  
Title: Managing Member

Witness signature  
Suzette Marie De Jesus  
Print witness name

DEED - Special Warranty Deed - Corporate  
Closers' Choice

20150174975 Page 2 of 2

State of Florida  
County of: Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of April, 2015 by Sean C. Caywood, Managing Member of AA Florida Home Buyers, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public  
Suzette Marie De Jesus  
Print Notary Name

My Commission Expires: 10/24/2017

Notary Seal



DEED - Special Warranty Deed - Corporate  
Closers' Choice





# Knowledge of the restriction at time of creation should control

“Restrictions limiting the use of land, if reasonable, may be enforced in courts of equity against the land designated to be benefited or burdened in whosoever hands it may be...provided the parties... understood the nature and burden of the restriction and had notice thereof, either actual or constructive.” Hagan v. Sabal Palm, 186 So.2d 302 (Fla. 2d 1968)

“Where the owner of a tract of land subdivides it and sells distinct parcels thereof to separate grantees, imposing restrictions on its use pursuant to a general plan of development or improvement, such restrictions may be enforced...on the ground that mutual negative equitable easements are created; and this doctrine is not dependent on whether the covenant is to be construed as running with the land. Building restrictions imposed... being evidently for the benefit, not only of the grantor, but also of his grantees and subsequent successors in title, the burden, as well as the benefit, of the restrictions is an incident to ownership of the lots, because in a neighborhood scheme the burden follows the benefit.” Hagan v. Sabal Palms, 186 So.2d 302 (Fla. 2d 1968)

“[O]wner of the land should not, in equity and good conscience, be permitted to act in violation of the terms of the restrictive clause agreed to by its predecessor in title of which its officers had actual notice.” Silver Blue Lake Apts. v. Silver Blue Lake Home Owners, 245 So. 2d 609 (Fla. 1971)

“Use restrictions have long been enforced by courts of equity against a grantee taking title with notice of the restrictions, without regard to the technicalities of law relating to covenants running with the land.” Vetzal v. Brown, 86 So.2d 138 (Fla.1956)

# Knowledge of the restriction at time of creation should control

- Since these restrictions were part of a general development plan, they are enforceable in equity. The community members reasonably relied on the restrictions to carry weight and be enforced, trusting that they would protect the value and character of the land for the benefit of all property owners.
- Without enforceable restrictions, homebuyers would have no certainty about the future of their land, leaving them unprepared for unpredictable and incompatible changes that could fundamentally alter the character of the community they call home and substantially reduce the market value of that home.



# **Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. (RLUIP)**

## Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. (RLUIP)

“No government shall impose or implement a land use regulation in a manner that imposes a **substantial burden** on the religious exercise of a person, including a religious assembly or institution, unless the government demonstrates that imposition of the burden on that person, assembly, or institution—

**(A)** is in furtherance of a compelling governmental interest; and

**(B)** is the least restrictive means of furthering that compelling governmental interest.”

# RLUIP: “Substantial Burden”

- A government places a “substantial burden” on a religious institution when it denies that institution a reasonable opportunity to engage in religious activity.

*Grace United Methodist Church v. City of Cheyenne*, 451 F.3d 643, 660–61 (10th Cir. 2006)

- The burden must be more than an inconvenience and must have some degree of severity.

*Catholic Healthcare International, Inc. v. Genoa Charter Township*, Michigan, 82 F.4th 442 (6th Cir. 2023)



# RLUIP: “Substantial Burden”

**“[Regulation] may have rendered [entity] unable to provide...worship at the Property, there is no evidence in the record demonstrating [entity] was precluded from using other sites within the city. Nor is there any evidence that the City would not impose the same requirements on any other entity”**

*San Jose Christian College v. City of Morgan Hill,*

*360 F.3d 1024 (9<sup>th</sup> Cir. 2004)*

**“Whatever specific difficulties [plaintiff church] claims to have encountered, they are the same ones that face all [land users]. The harsh reality of the marketplace sometimes dictates that certain facilities are not available to those who desire them.”**

*Civil Liberties for Urban Believers v. City of Chicago, 342 F.3d 752 (7<sup>th</sup> Cir. 2003)*

# Summary

- Sand Lake Hill's Community reliance on the neighborhood they believed they were purchasing into
- Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. (RLUIP) does NOT apply in this present case
  - "Substantial Burden" not present





# Thank you