

MARKUP #1 ->

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

BOARD & COUNSEL REVIEW

Sec. OR LEASING (p. 12): Pet restriction clause lacks mandatory statutory carveout for assistance and emotional support animals.

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

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

CURRENT WORDING IN DOCUMENT:

Pets are prohibited. E: doa denthe sy noing araa de regriated. thin alse be orte offered to Association. of these facilities prorded trunoisuing aouecos ltsty noede shalt be A. B. C.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

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

B. Any Notice given by mail or telegraphic communication shall be considered given on the date postmarked, if mailed, or when transmitted from the place of origin, if telegraphed. If given by means of writing transmitted other than by mail or telegraph, it shall be considered given at the time of delivery at the place of business of the developer.

C. Upon cancellation, the developer shall refund to the Purchaser all payments made by the Purchaser which exceed the proportionate amount of benefits made available under the time share plan, using the number of years of the proposed plan as the base. Such refund shall be made within twenty (20) days of demand therefore by the Purchaser or within five (5) days after receipt of funds from the Purchaser's cleared check, whichever is later.

10. THE UNITS (OR TIME SHARE PERIODS) MAY BE TRANSFERRED SUBJECT TO A LEASE. The Developer does not, at the present time, contemplate leasing any units. However, the Developer nonetheless does reserve the right to lease unsold units to individuals while said units are offered by the Developer for sale during the normal course of its business; provided, that no unit shall be sold and conveyed subject to any leasehold interest.

11. MANAGEMENT. Surf Rider Condominium Association, Inc. is the managing entity and no contract for the management of the condominium exists.

12. CONTROL OF THE ASSOCIATION. Unit owners other than the Developer are in control of the association.

13. NO RESTRICTIONS UPON SALE, TRANSFER, CONVEYANCE, OR LEASING OF UNITS. The sale, lease, or transfer of units is not restricted or controlled.

14. SUMMARY OF RESTRICTIONS. The condominium documents, including any Rules and Regulations that may be promulgated by the Association, shall, govern the intended use of this condominium property as well as the individual units. Any restrictions imposed thereon are intended to create and insure an atmosphere of congeniality among the owners and the Association. The current restrictions are more particularly set forth in the Rules and Regulations which are attached as Exhibit "7" to the Declaration. A summary of the restrictions is as follows:

ISSUE #1

There are no restrictions upon children.
Undue noise is prohibited.
C Pets are prohibited.