

Section 7 - Sample Provision Excerpt (Public Preview)

The Unit Owner agrees to be responsible for any damage to person or property caused by the visiting dog and shall be responsible to indemnify, defend and hold harmless the Association, its Board of Managers, and other Unit Owners against loss, damages, claims or liability of any kind arising from or growing out of any act of a dog hosted by the Unit.

ISSUE #1



MARKUP #1 ->



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

BOARD & COUNSEL REVIEW

Sec. 7 (p. 2): Pet restriction clause lacks mandatory statutory carveout for assistance and emotional support animals.

Statutory / Legal Reference: 42 U.S.C. § 3604(f)(3)(B) & 24 C.F.R. § 100.204 (Fair Housing Act - Assistance Animals) & HUD FHEO-2020-01

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

CURRENT WORDING IN DOCUMENT:

The Unit Owner agrees to be responsible for any damage to person or property caused by the visiting dog and shall be responsible to indemnify, defend and hold harmless the Association, its Board of Managers, and other Unit Owners against loss, damages, claims or liability of any kind arising from or growing out of any act of a dog hosted by the Unit.

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).