

# VILLA LE GRAND OWNERS ASSOCIATION, INC.

Prior to the sale or lease of your unit complete this form and submit it along a copy of rental/sales contract, a copy of a photo ID, and a \$100 check made payable to *Villa Le Grand*, and submit the entire packet to:

Progressive Community Management,  
3701 South Osprey Ave. Sarasota, FL 34239

## **APPLICATION FOR UNIT LEASE, SALE or TRANSFER - \$100 Fee**

Condominium Documents REQUIRE APPROVAL by the Board of Directors PRIOR to lease, sale or transfer of unit.

**Unit Owner/Seller Name:** \_\_\_\_\_ **UNIT #** \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Co-Applicant Name: \_\_\_\_\_  
Applicant DOB: \_\_\_\_\_ Co-Applicant DOB: \_\_\_\_\_  
Applicant DL#: \_\_\_\_\_ ST: \_\_\_\_\_ Co-Applicant DL#: \_\_\_\_\_ ST: \_\_\_\_\_  
Present Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-mail address (optional): \_\_\_\_\_  
Number of Occupants: \_\_\_\_\_ Occupants under age 18: \_\_\_\_\_, \_\_\_\_\_  
Vehicle Make/Model: \_\_\_\_\_ Year \_\_\_\_\_ License # \_\_\_\_\_

*(One Parking Space available to each unit)*

### **IF RESIDENTIAL LEASE**

- *No unit shall be leased for a term of less than ninety (90) days*
- *No unit may be leased more than two (2) times in a calendar year; no subleasing allowed*
- *No Pets Allowed*

Dates of unit occupancy: From: \_\_\_\_\_ To: \_\_\_\_\_  
Number of times leased this calendar year: \_\_\_\_\_ Unit Owner/Agent Signature: \_\_\_\_\_

### **IF SALE OR PURCHASE**

Do you own \_\_\_\_\_ or rent \_\_\_\_\_ your current residence?  
Will VLG condominium be primary home \_\_\_\_\_ second home \_\_\_\_\_? Or rental \_\_\_\_\_?  
Date of closing: \_\_\_\_\_  
Sales Agent, if any: \_\_\_\_\_ Phone: \_\_\_\_\_  
Pets? # \_\_\_\_\_ Type/s: \_\_\_\_\_ Weight/s: \_\_\_\_\_

LESSEE(S) OR BUYER(S) AGREE THAT THEY HAVE BEEN PROVIDED WITH, READ AND UNDERSTAND THE RULES AND REGULATIONS AND/OR DECLARATION OF CONDOMINIUM, BY-LAWS AND ARTICLES OF INCORPORATION OF THE VILLA LE GRANDE OWNERS ASSOCIATION, INC. AND AGREE TO ABIDE BY THESE DOCUMENTS.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

I understand as a purchaser that must refrain from leasing my unit for 24 months from the date of purchase as per the CERTIFICATE OF AMENDMENT signed September 16, 2019 the DECLARATION OF CONDOMINIUM OF VILLA LE GRAND

#### 12.3 General Provisions Regarding Leasing.

(d) Units acquired by current members or other parties after this Declaration Amendment is recorded in the Public Records shall not be rented or leased for a period of twenty-four (24) months following acquisition of title to the Unit. The date of acquisition of title to the Unit shall be established by the date the deed or other instrument of conveyance is recorded in the Public Records of Sarasota County, Florida.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

BOARD ACTION: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## VILLA LE GRAND CONDOMINIUM ASSOCIATION

### REASONABLE ACCOMMODATION POLICY

1. **Background:** Under the Federal and State Fair Housing Acts, an owner or resident who is disabled/handicapped may request reasonable accommodation(s) in the Association's rules, policies, practices, or services, when such accommodation(s) may be necessary because of his/her disability/handicap. Under the Law, a disability or handicap is a physical or mental impairment which substantially limits one or more of a person's major life activities such as seeing, hearing, talking, breathing, learning, eating, etc.
2. **Objective:** To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals.
3. **Policy:** The Board of Directors will make every attempt to process reasonable accommodations for disabled or handicapped residents in accordance with applicable state and federal Laws, when processing a resident's request for a variance of the Association's Governing Documents.

### PROCEDURE

1. **Submittal of Request:** A disabled/handicapped owner or resident in need of an accommodation must submit a written request to the Board of Directors, and deliver or mail the same to the Association's office. The request must describe the particular disability or handicap and what type of accommodation is needed. The request must be accompanied by a letter from a medical professional detailing the disability or handicap, and explaining how such condition affects the specific owner's major life functions or activities. The medical professional's letter must also describe how the reasonable accommodation being requested will help the disabled or handicapped person enjoy the unit and common elements the same as a non-disabled or non-handicapped person. The Association will consider all requests for a reasonable accommodation.
2. **Procedure for Reviewing a Request for Reasonable Accommodation:** Upon receipt of the information (described in No. 1 above) for a disabled/handicapped owner or resident's request for a reasonable accommodation(s) in the Association's rules, policies, practices, or services, the request will be reviewed by the Board of Directors. The Board will notify the owner or resident within 30 days of its receipt of the required information. The review may take longer than 30 days if the Board needs additional information and the submitting owner or resident will be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation, which in turn, may prevent the Board from

providing the owner or resident with a decision within 30 days. If the matter is referred to the Association's legal counsel, the owner or resident will be notified in writing. If the request is approved, any condition of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

**3. Guidelines for when medical documentation is required and what type of medical documentation is required.** The Association is entitled to obtain information that may be necessary to evaluate whether a requested accommodation is necessary because of the owner's or resident's disability/handicap.

- a. If a person's disability/handicap is obvious and if the request for accommodation also is apparent, then the Association will not request any additional information about the requester's disability/handicap or the related need for the requested accommodation.
- b. If, after reviewing the request the disability/handicap is not obvious, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts). If information on the requester's disability/handicap is requested by the Association, he/she may provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability Insurance benefits, or private disability insurance benefits. In addition, a physician with expertise in the area of the owner's proposed disability/handicap may provide verification of the disability/handicap.
- c. If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability/handicap-related need for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information that is necessary to evaluate the disability/handicap-related need for the accommodation, which may include medical records evidencing dates of diagnosis and treatment for the disability/handicap.
- d. To the extent a disability/handicap is not permanent, the Association may request additional updated medical information, as it deems necessary, to determine if there is a continued need for the requested accommodation.
- e. The Association may request advice from legal counsel concerning any owner's request for a reasonable accommodation. Therefore, the owner or resident hereby consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

4. **Additional Information.** An individual's need for an accommodation may change over time, as a result of changes in the individual's own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

5. **Maintaining an Emotional Support/Service Animal (Now "Assistance Animals").** If the request for a reasonable accommodation involves an emotional support pet or service animal ("Assistance Animal"), the Association reserves the right, pursuant to Florida law, to withdraw approval at any time should the Assistance Animal become a nuisance to others, which includes, but is not limited to: barking; biting; aggressive behavior; attacking; owner's failure to properly dispose of excrement or waste; walking the dog/pet in prohibited areas; failure to comply with all state and local ordinances and statutes; not maintaining the animal on a leash at all times when outside of the unit; insect/extermination problems and sanitation/odor problems. Additionally, the approval of the Assistance Animal may be withdrawn if the requesting party is no longer disabled/handicapped. Further, the owner/requesting party is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the Assistance Animal; and all certifications or trainings the Assistance Animal possesses, if any; and to maintain an identification tag on the Assistance Animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the Assistance Animal. The Owner of the unit where the Assistance Animal will reside is solely responsible for any and all damage caused by the Assistance Animal, whether to person or property.

Applicant also agrees that:

- To accommodate the reasonable concerns of residents with allergies or animal phobia.
- Assistance Animals are restricted from being in the pool or the Cabana Area.

Applicant understands that ESA certification does not protect the owner from any liability with respect to personal injury to others or property damage caused by their Assistance Animal. Applicant should insure that applicant has sufficient liability coverage to protect against loss of applicants condominium unit due to actions of the Service /Support Animal.

ACKNOWLEDGEMENT

I have received and read a copy of the Policy and Procedure for Disabled/Handicapped Owner or Resident to Request Reasonable Accommodation and I agree to abide by the regulations. I agree to pay for the cost of any installation or equipment needed to accommodate my disability/handicap and also bear full responsibility for any service/support or Assistance Animal. I agree to indemnify and hold harmless the Board of Directors, Association, management, owners and occupants of the unit against any loss, claim or liability of any kind or character whatsoever arising from the installation of any equipment or my owning or keeping a service/support or Assistance Animal in the unit.

_____	_____
Requesting Party's Signature	Date
_____	_____
Printed Name of Requesting Party	Unit Number

ALL INFORMATION RECEIVED BY THE ASSOCIATION IN CONNECTION WITH A DISABLED/HANDICAPPED OWNER'S OR RESIDENT'S REQUEST FOR REASONABLE ACCOMMODATION WILL BE KEPT CONFIDENTIAL IN COMPLIANCE WITH FLORIDA STATUTE SECTION **718.111(12)(C)**. IF ANY OTHER RESIDENT OR OWNER INQUIRES AS TO WHY A SPECIAL ACCOMMODATION APPEARS TO HAVE BEEN MADE, THE ASSOCIATION REPRESENTATIVE'S RESPONSE WILL BE: "A FEDERAL FAIR HOUSING ACT REASONABLE ACCOMMODATION HAS BEEN GRANTED." NO ADDITIONAL INFORMATION WILL BE PROVIDED REGARDING THE NATURE OF THE DISABILITY/HANDICAP. EACH REQUEST WILL BE CONSIDERED INDIVIDUALLY, ON A CASE BY CASE BASIS, RELATED SOLELY TO THE FACTS AND DOCUMENTATION RELATED TO THE PARTICULAR CASE. ALL ACCOMMODATIONS WILL BE AT THE SOLE EXPENSE OF THE RESIDENT MAKING THE REQUEST.