

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 6:21-cv-1682-GAP-EJK

THE LINKS SOUTH AT HARBOUR
VILLAGE CONDOMINIUM
ASSOCIATION, INC.,

Defendant.

CONSENT ORDER

I. INTRODUCTION

1. The plaintiff, the United States of America, filed this action to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (“the FHA”).

2. The United States filed this action on October 8, 2020, on behalf of Charlie Burge and Anna Burge, in accordance with 42 U.S.C. § 3612(o).

3. The United States’ Complaint alleges that, at all relevant times, the defendant, The Links South at Harbour Village Condominium Association, Inc. (“Links South”), governed and enforced rules and regulations for Links South, a condominium complex with 188 units located at 4670 Links Village Drive, Ponce Inlet, Florida 32127.

4. Mr. and Mrs. Burge own 4670 Links Village Drive, Unit B502 (“the

subject property”), which is a unit within the Links South condominium complex and subject to the Links South rules and regulations. The subject property is a dwelling within the meaning of the FHA, 42 U.S.C. § 3602(b).

5. The Complaint alleges that Mr. Burge is a person with a disability within the meaning of the FHA, 42 U.S.C. § 3602(h), and that the defendant discriminated against Mr. and Mrs. Burge because of Mr. Burge’s disability, in violation of 42 U.S.C. § 3604(f)(2) and (f)(3)(B), by refusing to grant Mr. and Mrs. Burge’s request for a reasonable accommodation to keep their shoes outside the unit of the subject property.

6. On or about August 20, 2021, the United States Department of Housing and Urban Development (“HUD”) issued a Determination of Reasonable Cause and a Charge of Discrimination based upon disability in violation of 42 U.S.C. § 3604(f)(2) and (f)(3)(B). On September 8, 2021, the Burges and the defendant separately elected to have the claims asserted in the Charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a).

7. The parties agree that the claim against the defendant should be resolved without further proceedings or an evidentiary hearing. The defendant neither admits nor denies the allegations contained in the United States’ Complaint. Therefore, as indicated by the signatures appearing below, the parties agree to the entry of this Consent Order to resolve the claims in the Complaint.

It is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

II. GENERAL INJUNCTION

8. The defendant, its board members, agents, representatives, and all others in active concert or participation with it, are hereby enjoined from:

- a. discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2); and
- b. refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

III. GENERAL RELIEF FOR MR. AND MRS. BURGE

9. Effective immediately upon entry of this Consent Order, the defendant shall grant the reasonable accommodation request of Mr. Burge and permit him to leave no more than two (2) pairs of shoes per occupant, and one (1) pair of shoes per guest in a neat and tidy fashion outside their unit of the subject property and any other unit they may own within the Links South condominium complex.

10. The reasonable accommodation in Paragraph 9 shall remain in effect for the duration of Mr. Burge's residency at Links South.

IV. NONDISCRIMINATION POLICY

11. Within 10 days of the entry of this Consent Order, the defendant shall post and prominently display in a prominent location on the premises of Links South such as the mail or package room a sign no smaller than 11 inches by 14 inches indicating that all units are available for sale or rental on a nondiscriminatory basis. An 11-by-14-inch poster that comports with 24 C.F.R. Part 110, including HUD Form 928.1 or a comparable sign, satisfies this requirement.

12. The defendant shall ensure that all new advertising for the units that it owns and/or manages in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and all signs, pamphlets, brochures, rental applications, leases, and other promotional literature includes a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or the following sentences: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin.”

V. REASONABLE ACCOMMODATION POLICY

13. Within 30 days of the entry of this Consent Order, the defendant shall adopt and implement the reasonable accommodation policy (“the Policy”) attached hereto as Appendix A. This shall serve as the Policy for receiving and handling requests for reasonable accommodations made by residents or prospective residents with disabilities at housing managed by the defendant or that fall under Links South’s rules and regulations.

14. Within 7 days after adopting the Policy identified in the preceding paragraph, the defendant shall distribute the Policy to all current homeowners and their representatives by postal mail and/or email. The defendant shall also distribute the Policy and the Consent Order to all members of the Board and any of the Board's agents or assigns. The defendant will provide any new Board member, no later than 7 days after the date he or she becomes a member of the Board, with a copy of the Consent Order and the Policy. Each current and future Board member shall confirm that they have received and read the Consent Order and the Policy, and had an opportunity to have their questions about them answered, by signing the Certification attached hereto as Appendix B.

15. The defendant shall keep written records of each request for a reasonable accommodation. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) all requests for further information or supporting documentation and all responses; (e) whether the request was granted or denied; and (f) if the request was denied, the reason(s) for the denial.

VI. MANDATORY EDUCATION AND TRAINING

16. Within 90 days of the entry of this Consent Order, the defendant, including all officers, and agents of the defendant who have management or administrative duties with respect to Links South, shall attend in person or by video, at the defendant's expense, a live training program regarding the FHA, including in particular the FHA's prohibitions against disability discrimination. The training shall

be conducted by a qualified third party, approved in advance by the United States, and unconnected to the defendant, its representatives, agents, or counsel.

17. Any new board members elected or appointed to the Links South Condominium Association board, agents, representatives, or employees hired to work with or for the defendant who will perform management or administrative duties, including but not limited to enforcing the rules or regulations for reasonable accommodation for Links South will attend fair housing training within 90 days of the start of their term on the board or employment. Similarly, any board member, employee, representative or agent of the defendant who did not previously have management or administrative duties with respect to the management of Links South but assumes such duties will attend fair housing training within 90 days of the commencement of their new duties. A fair housing training that has been pre-approved by the United States and that is otherwise consistent with the requirements of Paragraph 16 is sufficient to satisfy the training requirement for persons described in this paragraph. The defendant shall bear the costs associated with this training.

18. All persons required under Paragraphs 16 and 17 to attend training shall, within 5 days of completing the training, certify that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Consent Order and the federal Fair Housing Act. Such certification shall take the form of Appendix C to this Consent Order.

VII. REPORTING AND RECORD KEEPING

19. The defendant shall notify and provide documentation to the United States¹ of the following events within 10 days of their occurrence:

- a. The adoption, in accordance with Part V of this Consent Order, of the Policy;
- b. The implementation of any change to the Policy;
- c. The posting of the Nondiscrimination Policy in accordance with Part IV of this Consent Order; and
- d. The making of any written or oral complaint against the defendant received by the defendant's registered agent and/or community association manager regarding discrimination on the basis of disability, including a copy of the written complaint itself or a written summary of an oral complaint, and the name, address, and telephone number of the complainant. The defendant shall also promptly provide the United States with information concerning resolution of each complaint.

20. The defendant shall be responsible for sending to the United States semiannual compliance reports beginning six months after the entry of this Consent Order and continuing every six months thereafter, except that the final report shall be

¹ All documents, notices, communications, and other written materials required by this Consent Order to be sent to the United States shall be made by postal mail and email. Unless the United States informs the defendant, in writing, of an alternative addressee, submissions shall be addressed as follows: **Postal Mail:** Yohance A. Pettis, Deputy Chief, Civil Division, United States Attorney's Office, Middle District of Florida, 400 North Tampa Street, Suite 3200, Tampa, Florida 33602; **Email:** Yohance.Pettis@usdoj.gov.

submitted 60 days prior to the expiration of this Consent Order. The compliance report shall include: (a) copies of all advertising for rental housing owned and/or managed by the defendant in newspapers, in telephone directories, on radio, on television, on the internet, or in other media published since the entry of this Consent Order or the submission of the prior compliance report; (b) a list of all reasonable accommodation requests submitted to the defendant by residents, prospective residents, or third parties since the entry of this Consent Order, including the name and contact information of the requester, property to which the request pertained, date of the request, nature of the request, details of the request, inquiries or demands by the defendant for further documentation or proof from the requester, decision pertaining to the request, and written explanation provided to the requester for denying the request (if the defendant denied the request); (c) copies of all Appendix B completed certifications regarding receipt of the Consent Order and Policy; and (d) copies of all Appendix C completed certifications reflecting each person who received training as required under Paragraphs 16 and 17 of this Consent Order.

21. The defendant shall preserve all records relating to their obligations under this Consent Order. Representatives of the United States shall be permitted, upon providing reasonable notice to the defendant, to inspect and copy at reasonable times any and all records related to the defendant's obligations under this Consent Order.

VIII. MONETARY RELIEF FOR MR. AND MRS. BURGE

22. Within 30 days of the entry of this Consent Order, the defendant shall pay the total sum of \$40,000 in monetary damages and attorney's fees to Mr. and Mrs.

Burge by delivering to counsel for the United States a check payable to Charlie Burge and Anna Burge.

23. As a prerequisite to receiving payment pursuant to Paragraph 22, Mr. and Mrs. Burge shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that they may have against the defendant relating to the claims asserted in this lawsuit. This release shall take the form of Appendix D to this Consent Order. When counsel for the United States has received the check, as required by Paragraph 22, from the defendant and the original signed release from Mr. and Mrs. Burge, the United States shall deliver the check to Mr. and Mrs. Burge and the original signed release to counsel for the defendant.

IX. JURISDICTION, DURATION, AND SCOPE

24. The parties stipulate, and the Court finds, that the Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and under 42 U.S.C. § 3612(o).

25. This Consent Order is effective immediately upon its entry by the Court, and shall remain in effect for 2 years from the date of its entry.

26. The Court shall retain jurisdiction over this action for a period of two (2) years for the purpose of enforcing the terms of the Consent Order.

27. The United States may move the Court to extend the period in which this Consent Order is in effect if the United States believes the defendant violated one or more terms of the Consent Order or the interests of justice so require to effectuate the rights and obligations arising from this Consent Order. This action and the Complaint

shall be deemed dismissed with prejudice upon the expiration of this Consent Order.

28. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.

29. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the defendant fails to perform in a timely manner any act required by this Consent Order or violates any provision of this Consent Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorneys' fees that may have been occasioned by the defendant's violation or failure to perform.

X. COSTS OF LITIGATION

30. Except as provided for in Paragraph 29, all parties shall be responsible for their own attorneys' fees and costs associated with this action.

XI. TERMINATION OF LITIGATION HOLD

31. The parties agree that, with the Court's entry of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves any of

the parties of any other obligations imposed by this Consent Order.

DONE and **ORDERED** in Chambers, Orlando, Florida on December 10,
2021.




GREGORY A. PRESNELL
UNITED STATES DISTRICT JUDGE

Appendix A

REASONABLE ACCOMMODATION POLICY AND PROCEDURES

The Links South at Harbour Village Condominium Association, Inc. (“Links South”) is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of a disability in connection with the management and operation of its properties. Therefore, if an individual with a disability requests an accommodation or someone associated with an individual with a disability requests an accommodation on that individual’s behalf, Links South will provide such accommodation free of charge, unless doing so would result in an undue financial and administrative burden or would fundamentally alter the nature of the association’s management and operations.

Links South will post a copy of its Reasonable Accommodation Policy and Procedures in all its management/leasing offices. In addition, individuals may obtain a copy of Links South’s Reasonable Accommodation Policy and Procedures from the community association manager or Board of Directors upon request.

Links South will ensure that all appropriate staff will receive training on the Fair Housing Act and this Reasonable Accommodation Policy and Procedures, including all applicable federal, state, and local laws and requirements regarding reasonable accommodations.

Definitions

“Reasonable accommodation”: A reasonable accommodation is a change, exception, or adjustment in any rule, policy, procedure, or service that may be necessary for a person with a disability to have an equal opportunity to occupy and enjoy full use of the housing or common space.

“Person with a disability”: A person with a disability, as defined under federal civil rights laws, is any person who:

- has a physical or mental impairment that substantially limits one or more of the major life activities of an individual,
- has a record of such impairment, or
- is regarded as having such impairment.

“Major life activities”: Activities that are of central importance to daily life including, but not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Record of such impairment”: History of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment”: Having a physical or mental impairment that does not substantially limit one or more major life activities but is treated as constituting such a limitation; has none of the impairments defined in this section but is treated as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

Reasonable Accommodations

Links South has a legal obligation to provide reasonable accommodations to all applicants and residents who have a disability-related need for a reasonable accommodation. Reasonable accommodations may be necessary at all stages of the housing process, including application, tenancy, or to prevent an eviction.

An accommodation request must be made either verbally or in writing to the community association manager or any board member. If a verbal request is made, the community association manager or board member will memorialize the request in writing. The community association manager or board member will assist any and all individuals who need assistance making a request for an accommodation. All requests will be processed within 14 days, provided the community association manager or board member has all necessary information to make a decision on the request. If the community association manager does not have all the necessary information to make a decision, the community association manager will notify the applicant or resident in writing of the need for additional documentation. All decisions on requests for reasonable accommodations will be provided in writing. Any reasonable accommodation request denial will include the reason(s) for denial. If a reasonable accommodation is denied, then Links South will engage in an interactive process to find other viable alternatives to accommodate the request.

An applicant, resident, or resident family member with a disability must still be able to meet essential obligations as required under the governing documents, unless granting a disability-related accommodation would allow them to meet such criteria.

Verification of Reasonable Accommodation

If a person's disability is obvious or otherwise known, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required by Links South. If a person's disability is not obvious or known or the need for the accommodation is not apparent or known, Links South may request written verification from a healthcare provider that a person has a disability and/or that there is a nexus between that person's disability and the requested accommodation. Links South may verify a person's disability only to the extent necessary to ensure that a person who requests a reasonable accommodation or for whom the reasonable accommodation is sought has a disability-based need for the requested accommodation. Links South will never require a person to disclose confidential medical information or records to verify a disability. In addition, Links South will not require specific details regarding the nature or severity of a person's disability. Links South may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s).

Any person who believes that a request for a reasonable accommodation has been improperly denied or that a person has otherwise been discriminated against may contact the agencies listed below to report housing discrimination.

Florida Commission on Human Relations
4075 Esplanade Way, Room 110
Tallahassee, FL 32399-7020
Telephone (850) 488-7082
Facsimile (850) 487-1007

U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Facsimile (404) 331-1021 • TTY (404) 730-2654
Email: Complaints_office_04@hud.gov

Appendix B

CERTIFICATION AND ACKNOWLEDGEMENT

I certify that on *(date)* _____, I received and reviewed a copy of the Consent Order entered by the Court in *United States of America v. The Links South at Harbour Village Condominium Association, Inc.*, No: 6:21-cv-01682 (M.D. Fla.) and the Reasonable Accommodation Policy and Procedures described therein. I have had all my questions concerning the Consent Order and the Reasonable Accommodation Policy and Procedures answered to my satisfaction. I understand and acknowledge my duties and responsibilities under the Consent Order and the Reasonable Accommodation Policy and Procedures.

Signature

Name

Job Title/Position

Date

Appendix C

CERTIFICATION AND ACKNOWLEDGEMENT

I certify that on *(date)* _____, I received _____ minutes of live training *(circle one)* in person or by video on the requirements of the federal Fair Housing Act. I understand and acknowledge my duties and responsibilities under the federal Fair Housing Act and under the Consent Order entered in the case of *United States of America v. The Links South at Harbour Village Condominium Association, Inc.*, No. 6:21-cv-01682 (M.D. Fla.).

Signature

Name

Job Title/Position

Date

Appendix D

RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States of America v. The Links South at Harbour Village Condominium Association, Inc.*, No. 6:21-cv-01682 (M.D. Fla.), and the defendant's payment of \$40,000, we, Charlie and Anna Burge, hereby release the defendant, The Links South at Harbour Village Condominium Association, Inc., its current and past board members, community association manager, agents, and representatives, personally or corporately, from any and all liability for any claims, legal or equitable, we may have against them arising out of the issues related to the claim alleged in the above-referenced action or in our complaints to HUD through the date of the entry of the Consent Order. We hereby acknowledge that we have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated:

CHARLIE BURGE

Dated:

ANNA BURGE