

July 20, 2022

Final Investigative Report

Case Name: Mann, Doyle v Seminole Square Apartment III Association Inc. et. al

Case Number: 04-22-1242-8

I. Jurisdiction

A complaint was filed with the PCOHR on May 06, 2022, alleging that the complainant(s) was injured by a discriminatory act. It is alleged that the respondent(s) was responsible for: Failure to make reasonable accommodation. It is alleged that the respondent(s)'s acts were based on Disability. The most recent act is alleged to have occurred on February 19, 2022, and is continuing. The property is located at: Seminole Gardens, 11620 Park Boulevard N., B-103, Seminole, FL 33771. The property in question is not exempt under the applicable statutes. If proven, the allegation(s) would constitute a violation of Sections 804(f), 804(f)(3)(A), and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

The respondent(s) receive no federal funding.

II. Parties and Aggrieved Persons

A. Complainant(s)

Doyle Mann
135 Largs Court
Apt 101
Dunedin, FL 34698

Complainant Representative(s)

Complainant Allegations

Doyle Mann (CP Mann) is a disabled man who with his wife Natalie Mann (AP Mann) attempted to rent a property located at Seminole Gardens 11620 Park Boulevard North Apt. B-103 owned by Don Timko and managed by Seminole Square Apartment III Association Inc. (RP Seminole). CP Mann states that he applied to rent a condominium and requested a reasonable accommodation for a van accessible parking space, and a ramp into his residence. The parking accommodation was denied.

CP Mann contracted to rent his unit and Don Timko started the process to get approval from the board. CP Mann uses a wheelchair and owns a van with a side ramp. On January 27, 2022, CP Mann turned in the association application to Mr. Timko, and met Duncan McCain (RP McCain). CP Mann states that he mentioned to R Duncan the need of a ramp for his front door and a handicap space for his van that has a passenger door ramp for his wheelchair. At the moment RP McCain stated he did not see an issue with taking two parking spot spaces and turn them into a handicap space with access for the side door ramp. RP McCain also stated that they place a ramp in front of the door, paint it pink and place some pink cones and chairs on both sides of the ramp so people wouldn't trip and left.

On February 8, 2022, CP Mann received confirmation that they had been approved by the board from Mr. Timko and they would be contacted by RP McCain. On February 15, 2022, RP McCain set up the Homeowners Association (HOA) meeting for February 18, 2022. CP Mann and AP Mann met with RP Duncan and three additional HOA representatives (names unknown). A reasonable accommodation request

was made by both CP Mann and AP Mann to place a ramp on the outside door of the apartment to make it wheelchair accessible and the allocation of two parking spaces to be converted into a handicap space for CP Mann's vehicle. The HOA members stated that they wouldn't approve the ramp as they were concerned of other residents tripping over it and being an eyesore. CP Mann stated that the ramp could be placed against the building rather than the front impeding the walkway, the HOA members stated that the ramp would have to be in pink and there had to place chairs next to the ramp at both ends.

However, the HOA members denied the allocation of the two parking spots in order to create the van accessible disabled parking, because they didn't have enough parking spaces for the snowbirds as it is, and they were grandfathered in and are not required to have handicap spaces. RP Duncan suggested that CP Mann ask Mr. Timko to purchase a van for them with a ramp in the back instead of the side, another HOA board member suggested that they park in the gas station lot located next door to the complex. CP Mann states that the denial from RP Duncan and the HOA members is a violation of his rights due to his disability.

B. Other Aggrieved Persons

Natalie Mann
135 Largs Court
Apt 101
Dunedin, FL 34698

C. Respondent(s)

Duncan McClain
Seminole Square Apartment III Association Inc.
11620 Park Blvd
B-107
Seminole, FL 33772

Seminole Square Apartment III Association Inc.
Registered Agent: Ben Commons
901N. Hercules Avenue
A
Clearwater, FL 33765

Respondent Representative(s)

Joseph Murphy
DeLoach, Hofstra & Cavis, P.A.
8640 Seminole Blvd.
Seminole, FL 33772

Representing: Ben Commons (Seminole Square Apartment III Association Inc.), Duncan McClain
(Seminole Square Apartment III Association Inc.)

Notes:

Respondent Defenses

1. In conjunction with the Complainant's application for a rental residency and initial interview with the Board of Directors of Seminole Square Apartment III Association, Inc. on February 18, 2022, Complainants were advised that each unit within the subject condominium is permitted one assigned parking space, with sixteen (16) overflow common element parking spots along the east property wall owned by all unit owners of Seminole Square Nos. I, II and 111, condominiums (a total of 93 units), on a first come, first serve basis. At that time, the Complainants were also advised that due to the assigned limited common elements, their designated parking space was B-103, which is a limited common element assigned to Unit B-103 and same is located directly in front of the unit. Other than the verbal request, no formal written request was submitted to the Board. At the time of their interview, Complainants were also advised that due to the nature of the governing documents and the ownership of the common elements, an amendment to the condominium documents assigning a second permanent space, or modification of the existing parking space location, was not possible without an amendment to the governing documents and requisite membership vote. It was also suggested they discuss with owners of other Units the possibility of swapping limited common element parking spaces, such as the parking space for Unit 310 which could better accommodate their vehicle. Unfortunately, without a membership vote, or consent of the unit owner holding an interest in another limited common element parking space, the Board had no authority to modify assigned parking spaces. The Complainants concluded that the subject unit would not accommodate their needs and abruptly left the interview meeting. Notwithstanding same, the Complainants proceeded to commence their tenancy in the subject unit.

The Respondent did however, consent to temporary parking on the side of the building in an area with no assigned parking spaces to allow for use of their vehicle's side access door. Alternatively, the Board suggested that a handicap vehicle with a rear access door rather than side access door may afford the Respondents adequate access given the limitations of the condominium property. Additionally, the Board did, however, approve the installation of a handicap accessible ramp in front of the subject unit, and that the front screen door could also be removed to provide for easier access. No requests for reasonable accommodation similar in nature have been granted to any other unit owner given the space constraints of the property.

The oral request did not negate the request. The information request asked for a copy of any written request. The response simply clarifies a written request was not received. The request was processed and evaluated from a reasonableness standpoint financially, administratively, and based on the current parking space limitations and right of the other owners to their limited common element assigned parking spaces.

2. The request was not summarily denied. In fact, the Board provided alternative reasonable accommodations as set forth in our initial response based on the administrative and space availability of the condominium documents and property.
3. The request for 2 side by side parking spaces immediately adjacent to the subject unit was an administrative/financial hardship based on the current parking space limitations and right of the other owners to their limited common element assigned parking spaces. However, alternative accommodations were, in fact, granted. This was conveyed to the complainant at their interview when the requests were initially presented.
4. The complainant was, in fact, informed at their initial interview.
5. The designated parking spaces are limited common elements which run with title to each unit. Although the unit owners for each unit do not hold the fee simple title to said parking spaces, they do hold the exclusive right to use said parking spaces as a limited common element appurtenant to their unit. The Board cannot,

without the consent of said unit owner(s), unilaterally reassign a parking space designated to another owner as a limited common element, as those owners have a vested exclusive right to use said parking space.

6. Although the Board did not have the ability to reassign the requested parking space(s) given the above, the Board did provide alternative reasonable accommodations and granted permission for the Complainant to install an access ramp into their unit and offered to allow the Complainant the ability to park in an adjacent area on the side of the building where no parking spaces were designated in an effort to accommodate their needs.
7. Despite my client's willingness to participate in a conciliation conference, the Complainant later refused to participate in same.

D. Witnesses

III. Case Summary

A. Interviews

Respondent Representative: Murphy, Joseph;
Date of Interview: May 31, 2022
Type of Interview: Email
Interviewer: Sarivola, Francis

In your position statement you write that a verbal request was made, no formal written request was made. How does the verbal request negate the need for a reasonable accommodation?
Why did your client not ask for more information if needed or engage in the interactive process before summarily denying the reasonable accommodation request?

Was the accommodation an undue financial and administrative hardship?

If so and the building/property met the March 1991 date requirements, why was the complainant not told about alterations being done through a reasonable modification?

Please see my response below:

- 1) The oral request did not negate the request. The information request asked for a copy of any written request. The response simply clarifies a written request was not received. The request was processed and evaluated from a reasonableness standpoint financially, administratively, and based on the current parking space limitations and right of the other owners to their limited common element assigned parking spaces.
- 2) The request was not summarily denied. In fact, the Board provided alternative reasonable accommodations as set forth in our initial response based on the administrative and space availability of the condominium documents and property.
- 3) The request for 2 side by side parking spaces immediately adjacent to the subject unit was an administrative/financial hardship based on the current parking space limitations and right of the other owners to their limited common element assigned parking spaces. However, alternative accommodations were, in fact, granted. This was conveyed to the complainant at their interview when the requests were initially presented.
- 4) The complainant was, in fact, informed at their initial interview.

Respondent Representative: Murphy, Joseph;
Date of Interview: May 31, 2022

Type of Interview: Email
Interviewer: Sarivola, Francis

Respondent Representative: Murphy, Joseph;
Date of Interview: June 07, 2022
Type of Interview: Telephone
Interviewer: Sarivola, Francis

Complainant: Mann, Doyle;
Date of Interview: June 08, 2022
Type of Interview: Email
Interviewer: Sarivola, Francis

1. Did Seminole Square refuse your rental application or deny your application to live there?

They took our rental agreement with an application fee. They verified employment, ran the background check (which I don't believe they really did) and in 6 weeks never told us no.

2. Are you aware or did the person renting to you at Seminole Square Apartments inform you that the designated parking spaces are limited common elements which run with title to each unit? Although the unit owners for each unit do not hold the fee simple title to said parking spaces, they do hold the exclusive right to use said parking spaces as a limited common element appurtenant to their unit, therefore the board or management cannot give you the use to someone else's property such as a parking spot assigned to a unit to use?
Mr. Timko said we would get one covered spot and one not covered.

As stated in my original ADA complaint:

January 27, 2022 - I went back to look at the condo to see the bathroom again, question about parking and a platform needed at the front door. I had the Association application and \$145 check for the association background fee and deposit check for Don. During this visit Don said he would replace the cabinet and bathroom sink to a pedestal sink for more room. Don also said he would find out about the parking and look into finding a ramp with a platform top. Don was VERY accommodating! Then, seemingly uninvited, DUNCAN MCCAIN just came into the condo. He said I don't see any reason why we can't mark off the 2 spots by the tree with a handicapped sign and stripping the other so no one would park there. Don went out and took pictures.

AND my wife has 2 voicemails you need to hear from Mr. McCain dated Feb. 10th and 11th. He said we have passed the main part of the background check and just need someone from the company Natalie was working for to verify employment. She sent them the employment verification on 2.15.22. (I have a dated copy). His messages also said we could schedule the "interview".

3. Were alternative accommodations approved or suggested, such as parking on the side of the building so you would have use of your side entrance vehicle or swapping parking with another unit?

- a. The parking spot on the side was on the grass and I couldn't get from the grass to the sidewalk, especially if it was raining.
- b. They suggested swapping parking places with the guy down on the north end of our building, then immediately retracted that saying he wouldn't do it because he's been here too long.
- c. They suggested we get another van with the ramp in the back. Even sarcastically said, get Timko to buy it. Duncan said yeah that's only \$20,000 and I said how about \$60,000.
- d. The woman said why don't you park NEXT DOOR at the GAS STATION.
 - e. Duncan said what if Natalie just moves your car every time you come home. She said I go to work early in the morning. How's he supposed to get out?! Well, you move your car out and park his van somewhere else.

4. If alternative accommodations were suggested or approved why did they not work for you?
Because they were all ridiculous!

5. Were the other accommodations you requested i.e., the accessible ramp and removal of the screen door approved?

- a. Ramp - They voiced their concerns of people tripping over it (so would need a chair on both sides), being an "eyesore" and not understanding about needing a flat surface on the top of the ramp. Explaining that without that flat surface, if I was carrying something and trying to open the door with a key, I would roll backwards. I also said the ramp could go against the building and not go straight out from the front impeding the walkway. Duncan suggested painting it pink and putting the chairs on both sides of it.
- b. I talked to Mr. Timko about the door, but don't recall talking to anyone else about it.

6. Were your requests submitted verbally during your interview?

Verbally, yes. They knew for weeks what was being asked for and NEVER said anything had to be in writing.

7. When you were informed that your request for parking could not be accommodated, did you advise the Respondent that the unit would not accommodate your needs and leave the meeting?

My wife was crying hysterically, and they made it very clear they did not want us there. They were rude and very insensitive! Natalie said, "I hope nothing ever happens to one of you that causes you to need a wheelchair." The woman said, "Well at least we would know to buy a van with a ramp out the back!" THEN Natalie left and I listened to them rehash everything for a couple minutes. They apologized for upsetting Natalie, but never said we want you both here! That's when I left too.

8. Did you make any further attempts to engage in the interactive process with the Respondent?

NO! We only spoke to Mr. Timko to get our deposit back.

9. Being that the Respondent did not deny your application for housing, why did you choose to move to another complex?

Well, without a parking space for my van we COULDN'T live there. That's how they denied it! We had to move because it took them so long to "interview" us, our apartment complex rented our apartment. There were no more ground units available. We were breaking our lease to move there, but Mr. Timko said we could rent it for at least 5 years, and we were going to be able to save \$500/month! It was going to be so worth it. Then when we didn't get the condo, the only way to get out of paying the two months deposit fee for breaking the lease, was to transfer to a sister property. The only one we could afford was in Dunedin! We only had 2 weeks to sign everything and move! WE DID NOT WANT TO MOVE THERE!

Complainant: Mann, Doyle;

Date of Interview: June 08, 2022

Type of Interview: Telephone

Interviewer: Sarivola, Francis

I contacted the CP by phone to ensure that he received the questions that I had sent him via email earlier in the day. The CP confirmed that he did receive the questions and that he would respond to them later in the day after his wife got home. While speaking to the CP he confirmed that the Respondent did in fact approve his request for a ramp to the entrance of his unit, however they did not approve his request for parking. I asked the CP if he was aware from his potential landlord that the condo docs prohibited the association from altering parking as the designated parking spaces are limited common elements which run with title to each unit. Although the unit owners for each unit do not hold the fee simple title to said parking spaces, they do hold the exclusive right to use said parking spaces as a limited common element appurtenant to their unit. The CP advised me that he was unaware and that the alternative parking suggestion by the association was 50 yards away from his door and did not suit his need. The CP confirmed that it was his decision to move elsewhere as the association did approve his tenancy, however the parking was unacceptable to him.

Respondent Representative: Murphy, Joseph;
Date of Interview: June 09, 2022
Type of Interview: Email
Interviewer: Sarivola, Francis

Counsel,

Good morning, while interviewing Mr. Mann he presented something to me that I was hoping you could clarify. I asked Mr. Mann if he was aware that the designated parking spaces were limited common elements which run with title to each unit. Mr. Mann was unaware of that, however he did state "DUNCAN MCCAIN just came into the condo. He said I don't see any reason why we can't mark off the 2 spots by the tree with a handicapped sign and stripping the other so no one would park there. Don went out and took pictures."

1. Would you be able to clarify for me the location he is referencing?
2. What is Mr. McCain's position?
3. Is the area referenced or any area near to have signage and striping put up to facilitate a reasonable modification or accommodation?
4. Mr. Timko is alleged to have taken pictures of the area, I am awaiting the images, could the Association provide me a couple of photos as well of the area in question?

I appreciate it in advance. Frank

Mr. Sarivola,

Thank you for your email below. I have confirmed with my client that he did not recently speak with Mr. Mann. All discussions with Mr. Mann regarding the request for additional parking spaces occurred during the interview process prior to his residency as previously detailed. The spots Mr. Mann is referring to would be in the first come first serve parking area. Said area is a common element area and all condominium unit owners have ownership interest in said area. The Board cannot unilaterally modify the common area without a vote of the entire condominium association membership pursuant to the governing documents.

Joseph M. Murphy, Esq.
Real Estate and Civil Litigation

Complainant: Mann, Doyle;
Date of Interview: June 14, 2022
Type of Interview: Telephone
Interviewer: Sarivola, Francis

The CP confirmed that his request for a ramp to his unit was approved. The CP confirmed his parking request was denied and the alternative accommodations offered were not satisfactory. The first alternative is the spot on the end of the bldg. on grass. CP advises the ramp from his van does not come out good on grass and if it's raining and the ramp would go down, CP advises that he get to the end of it and sink into wet grass. The second option which is what the CP requested is the spots under the tree with the 2 spaces that Mr. McCain didn't see a problem with and was denied. The third alternative offered to CP is parking in the gas station (private property). The fourth alternative was swapping with another resident for assigned parking, which is the spot on the other end, that they said wouldn't trade with us and they wouldn't even call the owner to ask.

Complainant: Mann, Doyle;
Date of Interview: July 18, 2022
Type of Interview: Email
Interviewer: Sarivola, Francis

Hi Mr. Sarivola,

Below you will find my answers to your questions in bold:

1. Did the unit that you applied to come with one assigned parking space? If so please clarify why the assigned spot did not work for you - We were offered 1 assigned parking spot and told we could use 1 general/unassigned spot. As discussed, many times now, I could not let the ramp down from my van in the assigned or unassigned spots.
2. Was your verbal request at the board meeting for a second assigned spot as you have two vehicles?
- No. The conversation came long before the board meeting. It was with Duncan McClain who stated there should be no problem taking the 2 spots under the tree, one for my van and one to be marked so no one would park there. He did not call it an assigned spot. My wife's car would use the assigned spot.
3. Why could you not park your mobility van in the assigned space and park your second vehicle in the overflow parking? - There was no room to deploy the ramp, it would hit the car next to it.

Complainant: Mann, Doyle;
Date of Interview: July 20, 2022
Type of Interview: Telephone
Interviewer: Sarivola, Francis

Phone interview of CP conducted by Mark Esparza and I to recap evidence submitted by the CP. CP confirmed that he asked Mr. McClain for a reasonable accommodation for two parking spaces to be turned into a van accessible handicap space for his vehicle. CP reaffirmed that at the meeting with the board he was denied the two spots to be assigned for his van and was given the option of first come first serve overflow parking or parking his van on the side of the building temporarily. CP also confirmed again that his van has a side entrance ramp feature to accommodate his mobility limitations and the parking spots offered as an alternative would not accommodate his handicap vehicle, nor could he replace his vehicle with a rear entrance van as suggested by the board.

B. Documents

Nature of Document: Respondent Answer
Who Provided: Joseph Murphy ESQ.
How Transmitted to HUD: email
Date of Document: May 27, 2022
Date Obtained: May 27, 2022

Position statement of the respondent acknowledging CP's request and RP's denial of accommodation request. CP was advised due to limited common elements the unit they were renting had a designated parking space. The CP did give a verbal request for parking, however not a written reasonable accommodation request. Due to the nature of the common element property, the board had no authority to modify parking. It was suggested to the CP to swap parking with another unit. The RP did consent to temporary parking on the side of the building which has no assigned parking. The board did approve CP's request for installation of a handicap ramp in front of the unit and that the screen door be removed for CP's access.

Nature of Document: Condo Docs
Who Provided: Joseph Murphy ESQ.
How Transmitted to HUD: email
Date of Document: May 27, 2022
Date Obtained: May 27, 2022

Declaration of condo documents. Rules and regulations section marked by RP counsel as "Exhibit C" cover the rules and regulations regarding parking at the complex.

Nature of Document: CP rebuttal to RP position statement
Who Provided: CP
How Transmitted to HUD: email
Date of Document: May 31, 2022
Date Obtained: May 31, 2022

I don't feel a rebuttal letter is necessary in this case. Mr. Murphy said it best in the last sentence of the letter. No requests for reasonable accommodation similar in nature have ever been granted.

Nature of Document: CP rebuttal to RP position statement
Who Provided: CP
How Transmitted to HUD: email
Date of Document: May 31, 2022
Date Obtained: May 31, 2022

I don't feel a rebuttal letter is necessary in this case. Mr. Murphy said it best in the last sentence of the letter. No requests for reasonable accommodation similar in nature have ever been granted.

I'm sorry there is really nothing I can think of at a conciliation hearing that would help.

Nature of Document: Interview question and answers Joe Murphy Esq.
Who Provided: RP
How Transmitted to HUD: email
Date of Document: May 31, 2022
Date Obtained: May 31, 2022

Interview questions and answers of RP Attorney Murphy, documented in interview tab of HEMS

Nature of Document: RP interview questions
Who Provided: RP
How Transmitted to HUD: email
Date of Document: May 31, 2022
Date Obtained: June 01, 2022

Interview of Attorney Murphy via email, documented in interview tab of HEMS

Nature of Document: RP email interview
Who Provided: RP
How Transmitted to HUD: email
Date of Document: June 09, 2022
Date Obtained: June 09, 2022

Interview questions and answers RP Attorney Murphy and documented in the interview tab

Nature of Document: CP email interview questions
Who Provided: CP
How Transmitted to HUD: email
Date of Document: June 08, 2022
Date Obtained: June 10, 2022

Interview question and answer conducted by email. Transcript documented in interview tab of HEMS

Nature of Document: Email communication with Attorney Murphy
Who Provided: Investigator
How Transmitted to HUD: email
Date of Document: June 23, 2022
Date Obtained: July 11, 2022

Email communication with Attorney Murphy requesting the following:

1. Affidavits from all board members present in that meeting to confirm their statements.
2. Would Mr. Duncan be available for an interview and/or an affidavit from him to discuss Mr. Mann's allegations that he was aware of his requests prior to the meeting and following etc.
3. Please provide a copy of the meeting minutes.
4. Please provide a picture of the parking lot in dispute and pictures of the space assigned to the Mr. Mann.
5. Has the board had any additional communication following the HOA meeting with Mr. Mann? If so, what was the communication?

Nature of Document: Letter to Attorney Murphy
Who Provided: Investigator
How Transmitted to HUD: US Mail
Date of Document: July 13, 2022
Date Obtained: July 13, 2022

Certified letter to Attorney Murphy demanding he respond to RFI by 7/20/2022. Previous request was for him to respond by 7/7/2022, on 7/11/2022, Attorney Murphy emailed this writer and advised me that he was still working on the requested information and that I should have it shortly.

Nature of Document: Affidavit of Board Member D. McClain
Who Provided: Attorney Murphy
How Transmitted to HUD: email
Date of Document: July 14, 2022
Date Obtained: July 15, 2022

Affidavit of Respondent President Duncan McClain, who was present at the meeting when CP asked for reasonable accommodation. Affiant advises CP requested an accommodation for two parking spaces when the unit he was attempting to rent only came with one assigned spot. Affiant reiterated that due to the Respondents governing documents that the board could not approve the request without membership approval and a change to the documents, however the CP was offered to park one of his vehicles in the overflow parking. Furthermore, the affiant relays that the board would temporarily allow the CP to park along the side of the building where no spot exists. Affiant advises there are no minutes of the meeting.

Nature of Document: Photographs of parking spaces
Who Provided: Attorney Murphy
How Transmitted to HUD: email
Date of Document: July 15, 2022
Date Obtained: July 15, 2022

Digital images showing assigned parking for unit 103 and complex overflow parking spaces.

Nature of Document: Affidavit from Board Member A. Painter
Who Provided: Attorney Murphy
How Transmitted to HUD: email
Date of Document: July 19, 2022
Date Obtained: July 19, 2022

Affidavit of Respondent Treasurer Alwyn Painter, who was present at the meeting when CP asked for reasonable accommodation. Affiant advises CP requested an accommodation for two parking spaces when the unit he was attempting to rent only came with one assigned spot. Affiant reiterated that due to the Respondents governing documents that the board could not approve the request without membership approval and a change to the documents, however the CP was offered to park one of his vehicles in the overflow parking. Furthermore, the affiant relays that the board would temporarily allow the CP to park along the side of the building where no spot exists. Affiant advises there are no minutes of the meeting.

Nature of Document: Affidavit of Board Member P. Finelli
Who Provided: Attorney Murphy
How Transmitted to HUD: email
Date of Document: July 20, 2022
Date Obtained: July 20, 2022

Affidavit of Respondent Board Member Pamela Finelli, who was present at the meeting when CP asked for reasonable accommodation. Affiant advises CP requested an accommodation for two parking spaces when the unit he was attempting to rent only came with one assigned spot. Affiant reiterated that due to the Respondents governing documents that the board could not approve the request without membership approval and a change to the documents, however the CP was offered to park one of his vehicles in the overflow parking. Furthermore, the affiant relays that the board would temporarily allow the CP to park along the side of the building where no spot exists. Affiant advises there are no minutes of the meeting.

Nature of Document: Affidavit of Board Member L. Finelli
Who Provided: Attorney Murphy
How Transmitted to HUD: email
Date of Document: July 20, 2022
Date Obtained: July 20, 2022

Affidavit of Respondent Board Member Louis Finelli, who was present at the meeting when CP asked for reasonable accommodation. Affiant advises CP requested an accommodation for two parking spaces when the unit he was attempting to rent only came with one assigned spot. Affiant reiterated that due to the Respondents governing documents that the board could not approve the request without membership approval and a change to the documents, however the CP was offered to park one of his vehicles in the overflow parking. Furthermore, the affiant relays that the board would temporarily allow the CP to park along the side of the building where no spot exists. Affiant advises there are no minutes of the meeting.

Nature of Document: RP 2 COMPLAINT NOTIFICATION PACKAGE
Who Provided: INTAKE
How Transmitted to HUD:
Date of Document: May 06, 2022
Date Obtained:

PCOHR notice to respondent sent on May 6, 2022, to
Duncan McClain, President
Seminole Square Apt. III Association Inc.
11620 Park Blvd.
Apt. B-107
Clearwater, FL 33765
Includes
Cover letter
Copy of signed charge
Conciliation Form
RFI Questions
100-day letter

Nature of Document: RP 1 COMPLAINT NOTIFICATION PACKAGE

Who Provided: INTAKE

How Transmitted to HUD:

Date of Document: May 06, 2022

Date Obtained:

PCOHR notice to respondent sent on May 6, 2022 to

Seminole Square Apt III Association Inc.

Ben Commons, Registered Agent

901 N. Hercules Avenue Ste. A

Clearwater, FL 33765

Includes

Cover letter

Copy of signed charge

Conciliation Form

RFI Questions

Nature of Document: SUNBIZ RECORDS

Who Provided: INTAKE

How Transmitted to HUD:

Date of Document: May 06, 2022

Date Obtained:

Sunbiz records for

Seminole Square Apt III Association Inc.

Property Appraisers Office Records for property

13167 93rd avenue

Seminole, FL 33776

Nature of Document: CP COMPLAINT NOTIFICATION PACKAGE

Who Provided: INTAKE

How Transmitted to HUD:

Date of Document: May 06, 2022

Date Obtained:

PCOHR notice to complainant sent on May 6, 2022, to

Doyle Mann

135 Largs Court

Apt. 101

Dunedin, FL 34698

Includes

Cover letter

Copy of signed charge

100-day notice

Nature of Document: 903 SIGNATURE PACKAGE

Who Provided: INTAKE

How Transmitted to HUD:

Date of Document: April 26, 2022

Date Obtained:

903 Package for signature sent to complainant on 04/23/2022 to

Doyle Mann

135 Largs Court

Apt. 101

Dunedin, FL 34698

Includes

Cover letter
903 form for signature
Conciliation Form

C. Interrogatories

D. Factual Observations

Betina Baron
Betina Baron, Compliance Manager