

Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation for a Service/Support Animal for The Barrton Apartments, Inc.

Background: Under the Federal and State Fair Housing Acts, an Owner, Tenant or Guest who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap. For more information on the rules pertaining to requests for reasonable accommodation, please review the "Joint Statement of the Dept. of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act" at <https://www.justice.gov/crt/fair-housing-policy-statements-and-guidance-0>.

Objective: To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals as they pertain to Service/Support Animals in units and the common areas in the community. The Association's governing documents prohibit pets.

Policy: The policy of the board of directors of The Barrton Apartments, Inc., ("Association") is to make reasonable accommodations for disabled or handicapped Owners, Tenants and Guests, in accordance with applicable state and federal fair housing laws, to Section 15(d)(vii) of the Declaration which prohibits pets.

Procedure For Making a Request For Accommodation

Submittal of Request: A disabled/handicapped Owner, Tenant or Guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in a Unit and on the common areas in the community and provide adequate documentation supporting the request in compliance with the Florida and federal Fair Housing Acts. This applies to Owners, Tenants, and/or Guests visiting or residing on the property. **It is the Owners' responsibility to ensure that Owner(s), Tenant(s), and Guest(s), advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an animal on the property, and to provide the Association with sufficient time to conduct a meaningful review of the request.** For emotional support animals ("ESA"), the requested information must include a statement from a health care practitioner stating that the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired; explaining how the particular and identified animal will ameliorate the effect(s) of the disability. The statement from the professional should also include: the certification or license number of the physician or medical professional; the state of licensure; the medical professional's name, business address, city, state and phone number, signature and the date of the signature. If the requesting party receives Social Security Disability benefits, provide a copy of the summary page with personal information redacted reflecting whether the disability is mental or physical. Additionally, the requesting party is asked to provide the signed acknowledgement on page five (5) of this document. The signed form and documentation should be delivered or mailed to the Association's office. Use of the supplied Form will expedite the evaluation process. The documentation should be submitted 30 days in advance of the animal's arrival to allow the Association sufficient time to conduct a meaningful review of the request.

If the animal is a service animal, and the disability is not obvious, the Association will ask these questions:

- 1.) Is the service animal a dog?
- 2.) If the task the animal is trained to perform is not obvious, is the animal required because of a disability?
- 3.) What work or task has the animal been trained to perform?

Please be advised that pursuant to Florida Statute Section 413.08(9), states, in relevant part:

A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal... commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

Further, Florida Statute Section 817.265, was enacted which states:

A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal under s. 760.27, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s.775.082 or s. 775.083. In addition, within 6 months after a conviction under this section, a person must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

Florida Statute Section 456.072(1)(pp) provides that it is grounds for discipline against a medical professional for:

Providing information, including written documentation, indicating that a person has a disability or supporting a person's need for an emotional support animal under s. 760.27 without "personal knowledge" of the person's disability or disability-related need for the specific emotional support animal.

Procedure for Reviewing a Request for Reasonable Accommodation for an ESA: Upon receipt of the requested form and documentation (or information supplied) for a disabled/handicapped Owner, Tenant or Guest's request for a reasonable accommodation(s) to the Association's pet restrictions for an ESA, every effort will be made to have the request forms reviewed by the Association as quickly as possible, and the Owner, Tenant or Guest will be notified in writing of the Board's decision. If additional information is required by the Association, the review may take longer, and the submitting Owner, Tenant or Guest will normally 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 require additional time to review and respond to the request. The Association will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

If the request for an ESA is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

Guidelines as to when medical documentation is required for an ESA and what type of medical documentation is required. With regard to ESA's, the Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is medically necessary because of the requesting party's disability/handicap.

If a person's disability/handicap is obvious and if the need for the requested accommodation is also apparent, then the Association will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If the requester's disability/handicap is not obvious, after reviewing the submitted request form, 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) and an explanation of how the animal ameliorates the effects of the disability. If information concerning the requester's disability/handicap is requested by the Association, he/she must provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is receiving Social Security Disability benefits, or private disability benefits. Information regarding the nexus between the disability and the animal may still be necessary but information concerning the disability will generally not be requested. Absent disability benefits, the requester's medical professional shall provide verification that the requesting party is disabled/handicapped, provide a description of the major life activities that are substantially impaired, explain the nexus between the animal and the disability/handicap, and provide the credentials of the physician or medical professional providing the statement.

If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association will request information that is necessary to evaluate the disability/handicap-related need/nexus for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information from a medical professional that is necessary to evaluate the disability/handicap-related need for the accommodation (the nexus). The medical professional must have personal knowledge of the individual. The Association, may, if necessary, contact the medical professional to confirm the medical professional issued the letter.

The Association will not accept tags, certificates, or any other items purchased on-line or from any other source that purport to "certify" or "register" an animal as an emotional support or service animal. These items can be purchased by answering certain benign questions. The websites contain a disclaimer that none of the information provided by the requesting party is verified. Accordingly, these items are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal. Likewise, the Association will not accept a medical statement from a medical professional or company that advertises to write these letters after a one-time consultation or test.

The Association may request advice from legal counsel concerning any Owner's, Tenant's or Guest's request for a reasonable accommodation. The requesting party consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

Unique Animals

Common household animals are considered to be dogs, cats, small birds, rabbits, hamsters, gerbils, other rodents, fish, turtles, or other small domesticated animals traditionally kept in the home for pleasure, rather than commercial purposes. Reptiles, other than turtles, barnyard animals, monkeys, kangaroos and other non-domesticated animals are not considered common household animals. If a requesting party is seeking to keep a unique type of animal that is not commonly kept in households, then the requesting party, through his/her medical professional, has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal.

Maintaining an Emotional Support/Service Animal

Should a request for a reasonable accommodation to the pet restriction be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become a nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal Owner's, Tenant's or Guest's failure to immediately and properly dispose of excrement or waste (so long as the disability permits it but arrangements must be made with the Association regarding removal); failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags); not maintaining the animal on a maximum, non-retractable six foot hand held leash at all times when outside of the home so long as the disability permits the use of a leash; insect/extermination problems; sanitation/odor problems; and/or Owner's, Tenant's or Guest's inability to control the animal. If the requesting party is unable to use a leash because of the disability, the handler must have control over the animal by voice control or some other means. This requires the Owner, Tenant or Guest to ensure that the animal is properly controlled in all elevators and to take extra precautions when confined in small spaces. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped. The animal may not be left unattended when outside the home and may not be tied or tethered to any objects outside. The Owner, Tenant or Guest must maintain complete control over the leashed animal at all times when outside the unit. Should the animal become a nuisance to others, the Owner, Tenant or Guest will be asked to remove the animal from the premises and may be prohibited from bringing the animal back. In the pool area, the animal must be held or remain on the ground under or next to the Owner, Tenant or Guest and under Owner's, Tenant's or Guest's control at all times. The animal may not roam or wander. No animals are permitted inside the pool. If in the clubhouse, the animal must remain on the floor. In the elevators, the animal must be under the handler's control at all times.

Each animal is required to be DNA tested which shall be submitted to PooPrints. The costs of the service will be borne by the Association. Should any waste be attributed to an approved animal, the animal owner will receive a warning and be charged the cost of the removal fee. If there is a second violation, the prior approval is subject to immediate revocation requiring the immediate and permanent removal of the animal. The Association reserves the right to use a similar DNA service in the future, as chosen by the Board and/or management, from time to time. Visitors and guests bringing animals on the property must register with PooPrints in advance of his/her visit or stay and have Board of Directors' approval prior to bringing the animal on the property. The Association reserves all rights to fine the animal owner, charge the costs of removal to the animal owner, and/or to take any other legal action, including, but not limited to, filing a lawsuit in a court of competent jurisdiction or filing a petition for arbitration with the Department of Business and Professional Regulation. Owner, Tenant or Guest is solely responsible for any and all damage caused by the animal, whether to person or property.

To clarify, and in addition to those restrictions stated above, should an emotional support animal and/or service animal be approved, the animal must be walked on a non-retractable leash providing no more than six (6) feet of slack and may not be tied or tethered to any object outside. The owner of the animal must immediately pick up and dispose of all animal waste and excrement. Owner, Tenant or Guest is responsible for supplying his/her own waste removal bags. A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal. The Board may amend these policies and procedures as necessary at any time and without notice. While emotional support and service animals are permitted on all parts of the Association property (with the exception of swimming in the pool, in the BBQ Grill area, and in a kitchen where food is prepared), the Association requests that the requesting party be courteous of others and avoid areas or situations which may cause other owners, tenants, occupants and/or guests, discomfort or create unsanitary conditions. This includes more confined areas such as the gym and laundry rooms, where the animal owner must control the animal and ensure there are no health or safety risks to the animal or others. Animals are not permitted to relieve themselves on the pool deck, sidewalks, parking lot or other hard surfaces in the community. Should this occur, Owner, Tenant or Guest must immediately and thoroughly clean the affected area.

Often times, there are competing requests for reasonable accommodations that must be balanced. In order to accommodate a person's request to maintain an emotional support/service animal and to accommodate those with animal allergies and/or phobias, further restrictions may be necessary depending upon the circumstances at any given time. You will be notified if any additional restrictions are necessary.

An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, is no longer visiting or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

All information received by the Association in conjunction with a disabled/handicapped Owner's, Tenant's and/or Guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c)(3)(d). If any other tenant or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and Federal law" or words of similar import. No additional information will be provided regarding the nature of the disability/handicap.

Acknowledgement

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation and I agree to abide by the policies and procedures stated herein. I bear full responsibility for the service/support animal and for damage caused by the animal, whether to person or property, whatsoever arising from owning or keeping a service/support animal in the home.

Requesting Party's Signature

Date

Printed Name of Requesting Party

Address

Email Address

Phone Number