

COLONIAL CLUB CONDOMINIUM ASSOC. SEC 1, INC.

Policy, Procedure, and Rules for Persons with Disabilities Requesting Reasonable Accommodation for Service or Support Animals

Terms. Unless otherwise noted, all capitalized terms have the meanings as defined in the Declaration¹. ‘Disability’ and ‘handicap’ are used interchangeably.

Background: Under fair housing laws², an Occupant or Guest with a disability may request reasonable accommodation from the Declaration or services when necessary for the resident to enjoy residing in the Condominium. However, § 12.3 of the Declaration provides, “No pets or animals of any kind, except for fish, shall be permitted to occupy or visit any Unit or the common elements at any time.” The Board has determined a need for policy, procedures, and rules to reconcile the apparent conflict between its Declaration and fair housing law.

Objective: To establish policies and procedures for requesting and considering requests for reasonable accommodation involving service or support animals.

Policy. Association’s policy is to enforce the Declaration, particularly, § 12.3, while complying with fair housing law and making reasonable accommodations when appropriate. No animals are permitted within Section 1 unless the specific animal is the subject of a reasonable accommodation or a pending request for one. Unit Owner is responsible for keeping animals out of the Condominium and ensuring a reasonable accommodation request is made and granted prior to an animal entering the Condominium.

Procedure and Rules.

1. **Requests:** An Occupant or Guest with a disability or the Unit Owner (“Requester”) must request a reasonable accommodation to allow a service or support animal and provide adequate documentation supporting the request with sufficient time for Association to meaningfully review the request. Association, if necessary, will request additional information after the initial request – so the requestor must provide adequate time for the request to be reviewed prior to bringing the animal into the Condominium. The complete request must be sent to Colonial Club Condominium Assoc. Sec 1, Inc., Attn: Seacrest Services, Inc., 26 Colonial Club Dr., Boynton Beach, FL 33435. A complete request must include:
 - a. a completed request and animal registration form;
 - b. a statement from a medical provider,
 - i. stating that Requester is physically or mentally disabled;
 - ii. explaining which major life activities are substantially impaired;

¹ Declaration of Condominium of Colonial Club Condominium Assoc. Sec. 1, Inc., recorded in Official Record Book 1955, Page 1116, as amended and restated in that certain Amended and Restated Declaration of Condominium of Colonial Club Condominium Assoc. Sec. 1, Inc., recorded in Official Record Book 21380, Page 1562, et seq., of the Public Records of Palm Beach County, Florida, and as it may be amended from time to time

² Federal Fair Housing Act, Florida Fair Housing Act (chapter 760, Part II), chapter 15, Palm Beach County Code of Ordinances (Human Rights), and applicable, controlling court decisions. See also, “Joint Statement of the Dept. of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act,” March 5, 2008 (https://www.hud.gov/offices/fheo/disabilities/reasonable_modifications_mar08.pdf)

- iii. explaining how the animal will ameliorate the effect(s) of the disability, (if a service animal, what service(s) the animal is trained to perform);
 - iv. stating whether the condition is temporary or permanent; and
 - v. providing the credentials of the medical provider providing the statement;
 - c. (if Requester receives Social Security Disability benefits) a copy of the summary page reflecting whether your disability is mental or physical, with other irrelevant personal information redacted; and,
 - d. A copy of the animal's registration with Palm Beach County;
 - e. a statement from a veterinarian that the animal has all legally required vaccinations.
2. **Review:** Association will review only complete requests. The review may include a request for additional information necessary for a meaningful review of the request. Within thirty (30) days of receipt of a complete request or requested additional information, Association either will grant/deny the request or will request any such additional information. Where Association refers the request to legal counsel, the review may take longer. In any event, Association will engage with Requester in an interactive review process to obtain the information necessary for a meaningful review of the request. All responses to the request will be in writing.
3. **When medical documentation is required.** Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is necessary because of Requester's disability. If the disability is obvious and if the requested accommodation is also apparent, then Association normally will not request additional information.
 - a. If the disability is not obvious, after reviewing the submitted medical information, Association may request reliable information that is necessary to verify that the person has a physical or mental impairment that substantially limits one or more major life activities and an explanation of how the animal ameliorates the disability's effects. Requester must provide such information. For example, Requester could demonstrate s/he is under 65 years of age and receiving Supplemental Security Income or private or Social Security disability insurance benefits. Requester's medical provider, preferably the treating physician with expertise in Requester's disability, must provide the information.
 - b. When the disability is obvious, but the accommodation need is not, Association will request reliable information necessary to evaluate the disability-related need/nexus for the requested accommodation.
 - c. When the disability is not permanent, Association, even after initially granting, will request additional, updated information it deems necessary to determine the continued need for the accommodation nor more often than annually, unless the medical provider indicate the temporary disability will last less than one year.
4. **Unacceptable Documentation.** 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 without verifiably demonstrating an accommodation need and are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal.

5. **Additional Information.** Need for an accommodation may change or cease over time due to changes in the degree of disability, occupancy status, or other mitigating factors. Requester must inform Association immediately when the accommodation is no longer required.
6. **Rules for Service and Support Animals.** Unit Owners, Tenants, Guest, and Requester must ensure an approved animal does not become a nuisance or threat to the health, safety, and welfare of persons within the Condominium, such as, but not limited to:
 - a. the animal barking excessively, biting, nipping, lunging, attacking persons or animals, exhibiting other aggressive behavior, damaging the common elements or the property of others; or
 - b. Unit Owner, Tenant, Guest, Requester, or the animal's owner:
 - i. failing to collect and properly dispose of animal hair and waste;
 - ii. failing to keep the animal clean such that any odor is minimized to the extent possible;
 - iii. failing to maintain firm control of the animal on a maximum six-foot hand-held leash at all times outside the Unit.
 - iv. failing to vaccinate the animal treat the animal and prevent fees, ticks or diseases, and failing to provide copies of veterinarian records for the animal demonstrating vaccination.
 - v. failing to ensure the animal wears all tags required by local governments.
 - vi. leaving the animal unattended or tethered outside the Unit at any time or leaving the animal unattended within the Unit for more than twenty-four (24) consecutive hours.
 - vii. failing to keep emotional support animals away from events or parts of the common elements where food or drink is being served.
7. **Accommodation Suspension, Modification, Revocation.** An accommodation is suspended while Requester is absent from the Condominium for more than seven (7) days for the duration of such absence. During suspension, the animal is not permitted to occupy any Unit. An accommodation can be modified by replacing an animal which dies, is no longer able to serve Requester, or violates the rules in ¶ 6 above. Association will revoke an accommodation when:
 - a. Association determines the accommodation is no longer needed (i.e. - Requester or animal no longer occupies a Unit, Requester dies, or the disability for which the accommodation was granted no longer exists, etc.).
 - b. Unit Owner, Tenant, Guest, Requester, animal owner or animal are found in violation of the rules in ¶ 6 above, and no request to modify the accommodation has been approved.
 - c. Association determines that information upon which it granted the accommodation was materially false or misleading.
8. **Competing Requests.** When an accommodation is requested which may interfere with another accommodation or request being considered, Association will attempt to grant the requests if otherwise appropriate. In such circumstances, additional restrictions may be required of either or each conflicting accommodation. For example, conflict might arise between a request for an accommodation for an emotional support animal and one in relation to severe animal allergy or phobia. Association will resolve such conflicts in its discretion and in accordance with fair

housing law and unless permitted thereunder, without regard to when each request was submitted/approved or whether Requester is an Owner, Tenant, Guest, or seasonal Occupant.

9. **Denial.** Association will notify Requester and Unit Owner of denials in writing including notice that the animal is subject to the prohibition in § 12.3 of the Declaration.
10. **Confidentiality.** All information received by Association in conjunction with a request for reasonable accommodation will be kept confidential in compliance with § 718.111(12)(c), Fla. Stat. To review requests and otherwise administer this policy, such information may be shared with Association's officers, directors, managers, and attorneys. Without further consent of Requester, inquiries regarding accommodations and requests will be limited to, "a reasonable accommodation request was granted [or denied] pursuant to fair housing laws and the Declaration," or words of similar import. No additional information will be provided regarding the nature of the disability.
11. The Board may amend these Policy, Procedure, and Rules as necessary, without notice.

COLONIAL CLUB CONDOMINIUM ASSOC. SEC 1, INC.

**Request for Reasonable Accommodation
Service/Support Animal Registration Form**

Please provide the following information:

Person Requesting Reasonable Accommodation:	Service or Support Animal:	
Name	Breed	
Unit Number	Color (include all colors)	
Address (if not Unit)	Weight	Gender
Contact Telephone	Name	
E-Mail Address		
(Circle One) Unit Owner Tenant Guest Visitor		

Please attached the following

- a. a statement from a medical provider,
 - i. stating that Requester is physically or mentally disabled;
 - ii. explaining which major life activities are substantially impaired;
 - iii. explaining how the animal will ameliorate the effect(s) of the disability, (if a service animal, what service(s) the animal is trained to perform);
 - iv. whether the condition is temporary or permanent; and
 - v. providing the credentials of the physician or medical provider providing the statement.
- b. (if Requester receives Social Security Disability benefits) a copy of the summary page reflecting whether your disability is mental or physical, with other irrelevant personal information redacted.

Acknowledgement

I have received and read a copy of the Policy, Procedure, and Rules for Persons with Disabilities Requesting Reasonable Accommodation for Service or Support Animals and agree to abide by it.

I bear full responsibility for the service/support animal and I agree to indemnify and hold harmless Association, its directors, officers, managers, management company, attorneys, agents, members, and resident against any loss, claim or liability of any kind or character, whether to person or property arising from owning or keeping a service/support animal in the Condominium.

Requester