

**Policies and Procedures for Disabled/Handicapped Owner, Renter  
Or Guest to Request a Reasonable Accommodation for a  
Service/Emotional Animal for  
Villa Manor Condo Assoc.**

**Background:** Under the Federal and State Fair Housing Acts, an Owner, Renter or Guest who is disabled/handicapped may request reasonable accommodation(s) to Villa Manor Association, Inc., (hereinafter the "Association") 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 <https://www.justice.gov/crt/joint-statement-department-justice-and-department-housing-and-urban-development>.

**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 homes and the common areas in the community.

**Policy:** The Policy of the Association is to make reasonable accommodations for disabled or handicapped Owners, Renters, and Guests in accordance with applicable state and federal fair housing laws, to Section 13 of the RULES & REGULATIONS.

**Procedure for Making a Request for Accommodation**

**Submittal of Request:** A disabled/handicapped Owner, Renter, or Guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in this community and 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, Renters, and/or Guests visiting or residing on the property. It is the Owners' responsibility to ensure that Owner(s), Renter(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 provider that the requesting party is physically or mentally disabled; explain which major life activities are substantially impaired; explaining how the animal will make better the effect(s) of the disability, (if a service animal what service(s) the animal is trained to perform); whether the condition is temporary or permanent; and provide the credentials of the physician or medical provider providing the statement. 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 should provide the signed acknowledgment on page five (5) of this document. The signed form and documentation should be delivered or mailed to the current property management company for the association. Use of the supplied form will expedite the evaluation process.

**Procedure for Reviewing a Request for Reasonable Accommodation:** Upon receipt of the requested form and documentation (or information supplied) for a disabled/handicapped Owner, Renter, or Guest's request for a reasonable accommodation(s) to the Association current pet Rules & Regulations, every effort will be made to have the request forms reviewed by the Association within 39 days of receipt, and the Owner, Renter, 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, Renter 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 prevent the Association from providing Owner, Renter and/or Guest with a decision within 30 days. The Association will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

If the request 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 and what type of medical documentation is required.**

The Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is necessary because of the requesting party's disability/handicapped

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 disability/handicap. Or the related need for the requested accommodation.

If the requesters 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 can make better 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. Information regarding the connection 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 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, state whether the condition' is temporary or permanent, and provide the credentials of the physician or medical providing the statement (and state which tasks the animal is trained to perform if a service animal).

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 information from a medical that is necessary to evaluate the disability/handicap-related need for the accommodation nexus.

The Association will not accept tags, certifications, 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 medical provider must state whether the disability/handicap is temporary or permanent. To the extent a disability/handicap is not permanent, the Association shall request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation, but not more than once annually.

The Association may request advice from legal counsel concerning any Owner's, Renter'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

### **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, 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.

### **Maintaining an Emotional Support/Service Animal**

Should a request for a reasonable accommodation to the pet restrictions be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health of safety of, others, which includes, but is **not** limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animals Owner's, Renter's, Guest's failure to immediately and properly dispose of excrement or waste (so long as the disability permits it); failure to comply with all state and local ordinances and statues related to the animal (including any required licenses or tags); not maintaining the animal on a maximum, no-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; allowing the animal to roam on the property of another; allowing the animal in the clubhouse (pool house); insect/extermination problems; sanitation/odor problems; and/or Owner's, Renter'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, Renter, or Guest to ensure that the animal is properly controlled in all areas and to take extra precautions when confined in small or limited 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, Renter, 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, Renter, 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, Renter, or Guest and under the Owner's, Renter's, or Guest's control at **all** times. The animal may not roam or wander. No animals are permitted inside the pool.

Further, the Owner, Renter, or Guest 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 animal; and to maintain all required Charlotte County animal tag(s)/license(s). Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Owner, Renter, or Guest is solely responsible for any and all damages caused by the animal, whether to person or property.<sup>1</sup>

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, Renter, 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's property (with exception of swimming in the pool and private property), the Association requests that the requesting party be courteous of others and avoid areas or situations which may cause other owners, renters or guests discomfort or create unsanitary conditions. 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, Renter, or Guest must immediately and thoroughly clean the affected area.

If a support or service animal passes away or is no longer able to perform its intended function(s), the requesting party is permitted to replace the support or service animal so long as the requesting party remains disabled (which may require updated medical information from your medical professional) but he/she must notify the Association of replacement of the animal and provide proof of proper vaccinations and all current Charlotte County tag/license of the replacement animal and proof of annual vaccinations thereafter. All replacement animals must comply with the reasonable restrictions contained herein.

Often times, there are competing requests for reasonable accommodations that must be balanced. For example, there may be individuals residing in this community with severe animal allergies and/or phobias. To accommodate a disabled 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 vacated 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 Renter's and/or Guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c)(4). If any other renter 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 similar import. No additional information is allowed to be provided regarding the nature of the disability/handicap.

**Acknowledgment**

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner, Renter, 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 or on the property

Requesting Party's Signature \_\_\_\_\_

Dated \_\_\_\_\_

Printed Name of Requesting Party \_\_\_\_\_

Address \_\_\_\_\_

**SERVICE/SUPPORT ANIMAL REGISTRATION FORM  
VILLA MANOR CONDOMINIUM ASSOCIATION, INC.**

**REQUESTING PARTY'S NAME:** \_\_\_\_\_

**UNIT OWNERS NAME:** \_\_\_\_\_

**ADDRESS OF UNIT OWNER:** \_\_\_\_\_

\_\_\_\_\_

**IF A PART-TIME RESIDENT, GUEST, OR RENTER – DATES YOU WILL BE ON THE  
PROPERTY**

\_\_\_\_\_

**ANIMALS NAME** \_\_\_\_\_ **TYPE OF ANIMAL** \_\_\_\_\_

**BREED** \_\_\_\_\_ **COLOR DESCRIPTION** \_\_\_\_\_

\_\_\_\_\_ **MALE** \_\_\_\_\_ **FEMALE** \_\_\_\_\_ **WEIGHT** \_\_\_\_\_ **HEIGHT** \_\_\_\_\_

**CHARLOTTE COUNTY LICENSE NUMBER (IF APPLICABLE)** \_\_\_\_\_

**NAME (SIGNATURE)** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ATTACH:**

**\*\*\*PHOTOGRAPH OF ANIMAL.**

**\*\*\*COPY OF VETERINARIAN CERTIFICATION THAT ALL  
SHOTS/INNOCULATIONS ARE CURRENT AND DATE NEXT TO  
SHOTS/INNOCULATIONS ARE DUE AND CHARLOTTE LICNESE NUMBER  
IF APPLICABLE.**

**\*\*\*STATEMENT FROM MEDICAL PROVIDER.**