

# Service and Assistance Animal Policy

Sunshine Villas Homeowner's Association, Inc. (the "Association") has established the following policy regarding Service Animals and Assistance Animals to assist individuals with disabilities. Being mindful of health and safety concerns of the Association's residents, the Association prohibits dogs of any kind, pursuant to the Association's Pet Policy (dated November 6, 1980). However, the Association will reasonably accommodate persons with disabilities who require Service or Assistance Animals. The President of the Board of Directors is responsible for implementing this policy. Each request will be evaluated on a case-by-case basis, considering the needs of the individual and the operations, health, and safety concerns of the Association. The successful implementation of this policy requires the cooperation of all prospective residents, residents, and guests of residents. The Association reserves the right to amend this policy from time to time.

## Definitions

**Approved Animal:** An "Approved Animal" is a Service or Assistance Animal that has been granted as a reasonable accommodation to an individual with a disability under this policy.

**Disability:** Defined as a physical or mental condition or impairment that substantially limits one or more of a person's major life activities. These limitations may include performing manual tasks, walking, seeing, hearing, speaking, breathing, working, and learning. A person is substantially limited in major life activities if the individual is unable to perform the activity, or is significantly restricted as to the manner in which he or she can perform that activity when compared to the average person.

**Owner:** The owner is the individual with a disability who has been granted a reasonable accommodation and is therefore responsible for an Approved Animal on the Association's premises.

**Pet:** A domesticated animal that serves a role in providing leisure companionship to its owner. Pets are not the same as Service or Assistance Animals and are not permitted on the Association's premises.

**Service Animal:** An animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, pulling a wheelchair, or fetching dropped items.

**Assistance Animal:** An animal that is prescribed or otherwise documented by a healthcare or mental health professional as treatment for a disabled individual and that ameliorates one or more identifiable symptoms or effects of that individual's disability.

**Contacts:** Questions or concerns related to Service or Assistance Animals, or other accommodation information, must be directed to the designee of the President of the Board of Directors of the Association (hereinafter, the "President's designee") at \_\_\_\_\_.

## **I. Procedures for Approval of Service and Assistance Animals**

Prospective residents, residents, and guests of residents who seek permission to have a Service or Assistance Animal on the Association's premises must submit their written request to the President's designee prior to the arrival of the animal. Untimely or incomplete applications may result in denial of or delay in receiving accommodations. To make a request, individuals must contact the President's designee and provide appropriate and timely documentation as outlined in this policy. This policy will be carefully reviewed with the individual at that time.

This paragraph does not apply to persons with disabilities accompanied by Service Animals, who visit the Association's sales office.

## **II. Documentation for a Service or Assistance Animal**

If you request accommodation in the form of a Service or Assistance Animal, you must provide the President's designee with a signed letter from your licensed medical or mental health professional that establishes that you have a disability and that the animal in question will provide some type of disability-related service or emotional support that ameliorates one or more symptoms or effects of your disability. If your disability and need for a reasonable accommodation are readily apparent, medical documentation will not be required to support your request for reasonable accommodation.

Insufficient documentation that does not fulfill these requirements may result in accommodation delays or denial.

## **III. Change in Circumstances**

If the situation requiring the animal changes, the Association may require the Owner to re-establish the need for the Service or Assistance Animal. For example, if the person for whom the reasonable accommodation was granted leaves the property, the reasonable accommodation no longer applies and the animal may not remain on the Association's premises. Also, if the Approved Animal dies or departs from the property, the Association may require additional documentation to bring another animal onto the property.

#### **IV. Conflicting Needs/Health Concerns**

The Association will make reasonable efforts to notify residents in the building where the Approved Animal will be located. Upon receipt of such notice, individuals who have a medical issue and would be adversely affected by such an animal (e.g., asthma, severe allergies, etc.) are invited to contact the President's designee to discuss their concerns and potential solutions. Such persons may be required to provide verifiable medical documentation to support their concerns. The Association will explore reasonable accommodations so far as practicable to balance the needs of Owners of Approved Animals and other residents adversely impacted by the presence of such animals. Reasonable accommodations may be made to consider the needs of both persons to resolve the problem as efficiently and effectively as possible.

#### **V. Responsibilities of Owners of Service & Assistance Animals**

- A) At the time of application for a reasonable accommodation under this policy, the individual seeking accommodation must present proof the animal meets all licensure and vaccination requirements under state and local regulations. Proof of such license and vaccination also must be provided to the Association annually.
- B) Owners are responsible for their Approved Animals. The Owner is responsible for any damage caused by their animal and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of an Approved Animal are the sole responsibility of their Owner at all times. If a Service or Assistance Animal damages Association property, the cost of the damage will be assessed and assigned to the Owner to the same extent damage to the property would be assessed to other residents or their guests. The Owner is responsible for insuring cleanliness and proper care and treatment of the animal and its environment.
- C) The Owner must take measures at all times for flea, tick, and odor control. If necessary to ensure such control, Association approved pest control services will be utilized and the animal Owner will be billed for the expense of any necessary pest treatment.
- D) If the Owner leaves the Association's premises for a prolonged period of time, the Approved Animal must be taken with the Owner.
- E) The Association reserves the right to place other reasonable conditions or restrictions on the animal depending upon the nature and characteristics of the animal. If an Owner feels he or she is unable to comply with any of the

requirements contained in the policy, she or he must contact the President's designee to address the matter.

- F) The Owner is responsible for removal and proper disposal of the animal's waste. Removal must be immediate. Owners who are unable to clean up after their animals or who need assistance must notify the President's designee so that alternative arrangements may be agreed upon. If an animal urinates or defecates inside of a building, or in another area that requires cleaning or maintenance above and beyond any routine cleaning or maintenance already provided for by the Association, the Owner must notify staff, and the Owner will be responsible for the cost of such cleaning.
- G) The Owner agrees to continue to abide by all other Association policies. Reasonable accommodation which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.
- H) If the presence of an Approved Animal prevents the delivery of service (i.e., pest control) or interferes with facility upkeep, the Association may request that the Owner temporarily remove the animal, or, when applicable, be present to control the animal when facility upkeep is performed.
- I) The Approved Animal must be under the control of the Owner at all times. The animal shall have a harness, leash or other tether unless the Owner is unable to use such devices or they interfere with the safe performance of the animal's work or tasks.
- J) The Association may temporarily or permanently exclude a Service or Assistance Animal from the Association's grounds and facilities as allowed by law, including in an instance where the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or the animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

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## **VI. Acknowledgement**

By my signature below, I verify that I have read, understand and will abide by the guidelines in this policy.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_