

BEACHPLACE ASSOCIATION, INC. ASSISTANCE ANIMAL POLICY

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Definitions

For purposes of this Beachplace Association, Inc. Assistance Animal Policy (this “Policy”), the defined terms and abbreviations below refer to the following laws and related legal documents that contain provisions that apply to and govern this Policy.

“**ADA**” refers to the **Federal Americans with Disabilities Act, as amended**. Although the ADA itself does not apply to housing at Beachplace Association because Beachplace is a private housing provider that does not receive federal funding, the definitions of “Service Animal” and “Disability” below come from the ADA and those same definitions have been adopted into implementing regulations for the FFHA, which do apply to housing at Beachplace Association.

“**FFHA**” refers to Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the **Federal Fair Housing Act**.

“**FL FHA**” refers to the **State of Florida Fair Housing Act** as set forth in in Sections 760.20 – 760.37 of the Florida Statutes.

“**FL ESA Act**” refers to the **State of Florida Emotional Support Animal Act** as set forth in Section 760.27 of the Florida Statutes.

“**FL Service Animal Act**” refers to those provisions of Section 413.08 of the Florida Statutes applicable to Service Animals in housing.

“**HUD FHEO 2020-01**” refers to the **US Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice 2020-01 issued January 28, 2020** and includes the related HUD Assistance Animal Fact Sheet issued January 24, 2020.

Capitalized terms used in this Policy have the meanings ascribed to such terms in this Definitions Section of the Policy, which definitions are derived from the definitions for such terms included in the laws or related legal documents cited above. Other capitalized terms, if not defined elsewhere in this Policy, shall have the meanings ascribed to such terms in the Beachplace Association Amended and Restated Declaration of Condominium documents.

“Assistance Animals” refers collectively to two groups of animals: “Service Animals” and “Support Animals”, with each individual group defined below.

A **“Service Animal”** is a dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The task(s) performed by the dog must be directly related to the person’s disability. “Doing work” or “performing tasks” means the dog must be trained to take a specific action when the person with a disability needs such assistance. Emotional support, comfort, well-being, and companionship are not considered a specific work or task for purposes of establishing that an animal is a Service Animal.

Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals, but may be another type of assistance animal needed in housing by a person with a disability.

A **“Support Animal”** is a trained or untrained animal that does work, performs tasks, provides assistance and/or provides therapeutic emotional support for an individual with a disability. The FL ESA Act defines an “Emotional Support Animal” as an animal that is not required to be trained to perform work or tasks to assist a person with a disability but, by virtue of its presence, provides therapeutic emotional support that alleviates one or more identified symptoms or effects of a person’s disability. The person seeking the Support Animal must have a verifiable disability. Unlike a Service Animal, under the FFHA a Support Animal is not required to have individual, specialized training. A Support Animal is not limited to dogs and cats and other animals commonly kept in households. However, if the animal is unique or not a Common Household Animal, the individual, through his/her medical or health care provider, has a substantial burden of demonstrating a disability-related therapeutic need for that specific type of animal.

“Common Household Animals” are defined as 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.

“Disability” means with respect to an individual: (i) a physical or mental impairment that substantially limits one or more of the major life activities or bodily functions of such individual; (ii) a record of such an impairment; or (iii) being regarded as having such an impairment.

“Reasonable Accommodation” for purposes of fair housing laws and this Policy means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a Disability to have an equal opportunity to use and enjoy a dwelling, including public and common use areas.

Policy

Beachplace Association, Inc. (hereafter, the “Association”, the “Condominium” or “Beachplace”) has a written policy to enforce the “Beachplace No Pets Policy” stated in Section 20(w) of the Beachplace Association Amended and Restated Declaration of Condominium documents for Beachplace I, II, and III Condominiums. However, the Association also has a policy and a legal obligation in its provision of housing to not discriminate against persons, including individuals with Disabilities. The Association agrees to review in accordance with the procedures set forth in this Policy and in accordance with applicable Federal and Florida laws requests submitted by Disabled Owners, lessees or guests seeking a Reasonable Accommodation to the “Beachplace No Pets Policy” in order for their Service Animal or Support Animal to reside on or visit the Condominium Property.

The Association created this Policy by following the best practices guidance in HUD’s FHEO 2020-01 Notice. That Notice identifies the type and amount of information and documentation a housing provider is permitted to ask for, and that a Disabled individual seeking a Reasonable Accommodation for an Assistance Animal should provide.

Under the FFHA, the FL Service Animal Act and the FL ESA, Assistance Animals are not pets. Therefore, the prohibitions against pets contained in the Beachplace Amended and Restated Condominium Declaration documents and in the Beachplace Resident Rules and Regulations do not apply to animals that satisfy the definitions of Service Animals or Support Animals under the applicable Federal and Florida laws. Furthermore, it is unlawful under the laws cited above for a housing provider, to charge a fee or deposit, or impose restrictions as to the type of animal, breed, size, weight or height of an Assistance Animal.

Both the Federal and Florida laws applicable to Reasonable Accommodations in housing for Assistance Animals recognize and accept that Disabled Owners of Assistance Animals are responsible for the actions of their animals and any damage or injury they may cause while present in communal housing environments. Such laws also recognize that housing providers have the right to adopt and enforce reasonable health and safety-based rules governing the conduct of Disabled Owners, lessees and guests and their Assistance Animals that are present in communal housing environments. Accordingly, Beachplace has created as an integral part of this Policy the set of rules and responsibilities for Assistance Animal Owners in the document entitled “Rules for Maintaining an Assistance Animal on Beachplace Property” attached as Exhibit A. Said rules, together with any changes or additions to the rules the Association may adopt while this Policy is in effect are hereafter referred to collectively as these “Rules” or the “Beachplace Assistance Animal Rules”. A Disabled Owner of an Assistance Animal interested in bringing its animal onto the Condominium Property is urged to read ahead to page [14] of this Policy where the Rules begin to ensure that the Owner and its Assistance Animal can accept and abide by the Rules.

If a request for a Reasonable Accommodation for an Assistance Animal is submitted to the Association along with information and documentation that reliably demonstrates:

- (i) the individual making the request is Disabled,
- (ii) the individual has a Disability-related need for their Assistance Animal to be on the Condominium Property because their Assistance Animal performs a specific function(s) or service(s) that is/are directly related to the individual’s Disability, and

- (iii) the specific function(s) or service(s) the individual's Assistance Animal performs alleviates one or more identified symptoms or effects of the individual's existing Disability or assists the individual in overcoming his/her substantial limitations to his/her major life activities or major bodily functions,

then in such case the Association will consider granting a request for a Reasonable Accommodation to the "Beachplace No Pets Policy" for an Assistance Animal.

The Association is not required under the FFHA to grant a Reasonable Accommodation for an Assistance Animal whose presence on the Condominium Property would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others. Therefore, the Association may refuse a Reasonable Accommodation for an Assistance Animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the animal's Owner takes to maintain or control the animal. All Reasonable Accommodation requests for an Assistance Animal that the Association grants, are subject to the acceptance and continued compliance with the Rules to Maintain an Assistance Policy on Beachplace Property by the animal Owner and its approved Assistance Animal.

By submitting a request for a Reasonable Accommodation for an Assistance Animal, the requestor represents that the written and oral information the Owner provides to the Association, together with any documentation submitted along with the Owner's request for the accommodation for its animal, is to the best of such person's knowledge true and correct and does not contain false or fraudulent information or documentation. The requestor agrees to promptly notify the Association of any change in information previously provided to the Association.

The Association reserves the right to revoke its permission allowing the Assistance Animal on Condominium Property in the event of the Owner's or its animal's repeated violations of the Rules or the Owner's or its animal's single violation of the Rules - if that violation causes injury to a person or another Assistance Animal or significant damage to property.

This Policy, including the Rules attached as Exhibit A, and the form entitled "Reasonable Accommodation Request Form" attached as Exhibit B hereto, supersedes and replaces the Beachplace Association, Inc. Resolution adopted February 13, 2020 entitled "Service Dogs: Emotional Support Animals" and the exhibits thereto.

Effective Date: This Policy shall become effective immediately following its adoption by the Association's Board of Directors, and shall apply to all requests for Reasonable Accommodations for Assistance Animals submitted to the Association after such effective date.

For an Assistance Animal already present on the Condominium Property at the time this Policy goes into effect, its Owner will be notified and given a copy of this Policy, and going forward the Rules appearing as Exhibit A to this Policy shall apply to their animal. Such Owners of an Assistance Animal will not be required to re-apply for an accommodation for their animal if the period of the animal's authorized stay on the Condominium Property has not yet expired.

Amendments: The Association, through its Board of Directors, reserves the right to amend its Assistance Animal Policy at any time and without notice.

Conflicts of Laws/Severability: In the event of a conflict among a provision of the FFHA, the FL FHA, the FL Service Animal Act, the FL ESA Act, another provision of the Florida Statutes, or the regulations implementing the foregoing laws, as applied to an individual's request for a Reasonable Accommodation to an Assistance Animal, the Association will follow the applicable provision that affords greater protection to an individual with a verified disability and disability-related need for the Assistance Animal. If a provision of a law referenced in this Policy is held by a court or regulatory body of competent jurisdiction to be unenforceable, invalid, or unlawful, the reference to such provision shall be deemed severed from this Policy and the remainder of this Policy shall remain in full force and effect.

Procedures: Requesting a Reasonable Accommodation

Submittal of a Request: Prior to each new or returning arrival coming onto the Beachplace Condominium Property the Unit Owner, lessee, or guest with an animal that satisfies the definition of an Assistance Animal must first notify the Association and submit to the Association a request for a Reasonable Accommodation to the “Beachplace No Pets Policy” including copies of reliable information and documentation supporting the request. The individual submitting the request (or on whose behalf the request is being made in the case of a child or other individual whose disability renders them unable to make the request himself/herself) may not come onto Beachplace Condominium Property with his/her Assistance Animal unless and until the Association grants its written approval of the request. Even if the Association previously granted the owner of an Assistance Animal a reasonable accommodation, the owner of such animal must submit a new accommodation request with current supporting documentation and obtain the Association’s approval before returning to the Condominium Property.

It is each Unit Owner’s responsibility to notify the persons (lessees, or guests) to ensure that those who require a Reasonable Accommodation to the “Beachplace No Pets Policy” follow the procedures and the Rules laid out in this Policy.

All requests for Reasonable Accommodations for Assistance Animals, together with the required information/documentation, should be submitted to the Association no less than 10 business days prior to the animal’s proposed arrival date. Submitting the information/documentation with less advance notice may not provide the Association sufficient time to render a decision prior to the individual’s proposed arrival date with its animal. Individuals and their animals will not be allowed on the premises if their request for a Reasonable Accommodation is not submitted, reviewed and granted prior to arrival.

Information/Documentation to Submit with a Reasonable Accommodation Request:

1. Exhibit B to this Policy is a form entitled “REASONABLE ACCOMMODATION REQUEST FORM” that an Owner, lessee or guest should complete for each proposed stay or visit on Condominium Property for which a Reasonable Accommodation for an Assistance Animal is sought. Use of the form itself is not mandatory, however supplying all of the information and documentation requested in the form must be submitted as part of an accommodation request. Use of the form may expedite the Association’s evaluation of the individual’s request and submitted information/documentation.
2. The Assistance Animal Owner should also submit the additional information/documentation outlined in the relevant sections below depending on whether the request is for a Service Animal or a Support Animal. Refer to the Definitions Section of this Policy for the definitions of a “Service Animal” and a “Support Animal”.
3. If the Disabled individual is seeking approval for more than one Assistance Animal, the individual must submit an accommodation request for each animal and include in each request application, sufficient information and documentation to reliably demonstrate the individual’s Disability-related need for each such animal.
4. There is no legally recognized registration list or certification process for a Service Animal or a Support Animal. Therefore, 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 a Service Animal or a Support Animal. These items are not sufficient to establish that an individual is Disabled or that an animal is a Service Animal or a Support Animal. Likewise, the Association will not accept a letter from a medical or health care professional or company that writes a letter in support of an accommodation request for an Assistance Animal on the basis of a one-time telehealth consult or an on-line test or questionnaire the individual completes.

5. Submit a Photo ID of the Assistance Animal; a digital photo is preferred. The Assistance Animal's Photo ID will be used by Beachplace Security to permit the animal's entry onto the Condominium Property, to distinguish it from other animals whose presence on Beachplace Property is not authorized, and for purposes of evacuating the animal in the event of an emergency.
6. An Assistance Animal, if it is a dog or cat age 4 months or older, or a ferret, must be current with its rabies vaccination, as required by both the Town of Longboat Key and Sarasota County, Florida. Include a copy of the animal's vaccination certificate from a licensed veterinarian dated within the past year that shows the animal is current with its rabies vaccine and any other vaccines required by the governmental authority where the animal's Owner is domiciled.
7. If the Assistance Animal is a dog or cat 4 months or older and whose stay on Beachplace Property will exceed 90 days, include information showing the animal has a current animal license issued by the governmental authority where the animal's Owner is domiciled. Dogs and cats remaining on Longboat Key for periods of longer than 90 days are required to be licensed by the Sarasota County Animal Services Office, unless the animal's Owner can provide proof of a valid unexpired animal license issued by the governmental authority where the animal's Owner is domiciled.

Information/Documentation Requirements:

A. Service Animal Request:

If the individual requesting an accommodation wishes to bring a dog onto the Condominium Property on the basis that the animal is a Service Animal needed by a Disabled individual to support the individual's specific Disability-related needs, the individual should complete a "REASONABLE ACCOMMODATION REQUEST FORM" using the form attached as Exhibit B, or alternatively provide the information and documentation requested in the form in another format.

Is it readily apparent what work or task the dog is trained to perform for the person?

"**YES**", then no further questions need be asked or answered because the animal is a Service Animal supporting an individual and that individual shall have satisfied the information requirements necessary to receive an accommodation for a Service Animal.

"**NO**", meaning the work or task performed is NOT readily apparent, then the Association can ask the individual requesting an accommodation for a Service Animal these additional 2 questions:

1. Is the dog needed because of the individual's Disability?

2. Is the dog trained to provide a specific work or task?

Describe the work or task the dog has been trained to perform specifically to assist the individual with its particular Disability at the time the individual needs such assistance from the animal. Training documentation for the animal is NOT required, nor is the animal required to actually demonstrate the specific work or task that the animal has been trained to perform.

If no work or task is identified, then the dog should not be considered a Service Animal. However, the animal may qualify as a Support Animal for which a Reasonable Accommodation may be requested, evaluated, and granted by the Association pursuant to applicable laws. Refer below to the requirements for information/documentation to be included in a Request for a Support Animal, if applicable.

B. Support Animal Request:

If the individual requesting an accommodation wishes to bring an animal onto the Condominium Property on the basis that the animal is a Support Animal needed by a Disabled individual to support the individual's specific disability-related needs, the individual should provide the following depending upon whether or not the Disability and/or the Disability-related need is readily apparent. In the majority of requests, the first condition below will apply.

For all requests needing Documentation Letters, the letter must contain the following information about the Author (Physician, or Healthcare Professional):

- Author's Name, Business Address, City, State, Phone Number; and
- Author's professional's credentials, a certificate or license holder; and
- Author's personal knowledge of both the individual's disability AND the individual's disability-related need for the specific animal identified in the accommodation request, that are alleviated by the specific Support Animal requested; and
- Author's signature and date of signature.

1. If neither the individual's Disability nor the individual's Disability-related need for the particular Support Animal are obvious, then the individual should submit the following information/documentation along with their request for an accommodation:

a. "REASONABLE ACCOMMODATION REQUEST FORM" attached as Exhibit B, or alternatively provide the same information and documentation requested in the form in another format, and

b. Documentation of Disability (submit one of the following):

i. Government Disability Determination or Government Disability Benefits/Services:

If submitting a copy of a disability letter, benefits statement or housing voucher, please indicate if the disability is physical or mental, but redact any personal

identifying information other than name and address, such as social security number and date of birth from the copy submitted to the Association.

- ii. Licensed Physician or Health Care Professional Letter to include statements about the individual's Disability:
 - (a) Confirmation that the individual is living with a disability by identifying the major life activities or major bodily functions that are substantially impaired.

NOTE: The Association cannot require an individual to include in his/her request for a Reasonable Accommodation for an Assistance Animal information that discloses a medical diagnosis associated with the individual's Disability, or the severity of the individual's disability, or disclosure of any medical records relating to the individual's Disability. However, an individual at his/her discretion, may voluntarily disclose, or permit his/her treating physician or other professional health care provider to disclose diagnosis information in the physician/provider's letter that the individual includes with a Reasonable Accommodation request.

- (b) If the individual's physician or professional health care provider does include a medical diagnosis in their letter to reliably demonstrate the individual's Disability, then it is not necessary for the physician/provider to also identify the major life activity(ies) or major bodily function(s) of the individual that are substantially impaired.
 - (c) However, if no medical diagnosis is included in the physician/health care provider's letter to reliably demonstrate the individual's Disability, then to satisfy the requirement to establish that the individual is Disabled, such letter should contain the physician/provider's identification of the major life activity(ies) or major bodily function(s) of the individual that are substantially impaired.
 - (d) To establish the requirement that the individual has a Disability-related need for a Support Animal the letter should include a description of the work, assistance, tasks, and/or therapeutic emotional support that the individual's Support Animal performs and an explanation of how that alleviates or lessens the symptoms or effects of the individual's particular disability.
- c. Documentation of the Individual's Disability-Related Need for the Support Animal (include all of the following):
- i. Identify the type of Support Animal (for example, dog, cat); and
 - ii. Describe what work, assistance, tasks, and/or therapeutic emotional support the specific Support Animal will perform with respect to the individual's existing disability; and
 - iii. Explain how the Support Animal's work, assistance, or therapeutic emotional support alleviates one or more of the identified symptoms or effects of the individual's existing disability; and

- iv. If the individual is seeking a Support Animal that is not a “Common Household Animal”, then provide documentation confirming the date of the last consultation with the licensed physician or healthcare professional; the disability-related therapeutic need for the specific animal or type of animal, and indicate the unique circumstances justifying the individual’s need for that specific animal or type of animal.
2. If the individual’s Disability is obvious, but their Disability-related need for the specific Support Animal is not obvious, then the individual should submit the following:
 - a. “REASONABLE ACCOMMODATION REQUEST FORM” attached as Exhibit B, or alternatively provide the same information and documentation requested in the form in another format, and
 - b. Documentation of the Individual’s Disability-Related Need for the Support Animal as listed above in [1c].
3. If the individual’s Disability and Disability-related need for the requested Support Animal is readily observable and apparent, then the Association will not normally require additional information other than that contained in the “REASONABLE ACCOMMODATION REQUEST FORM” attached as Exhibit B. The information can be submitted using this form, or alternatively provide the same information requested in the form in another format.

Procedures: Association Review of Reasonable Accommodation Requests

1. Upon its receipt of an accommodation request for an Assistance Animal, the Association will make every effort to review the request and accompanying information/documentation as quickly as possible, and seek to notify in writing the individual who submitted the request of the Association's decision within 10 business days. As needed, the Association will engage with the individual in an interactive dialogue/process to obtain missing or clarifying information or answers to any questions or concerns the Association identifies based on the information/documentation submitted. The Association will not request medical diagnoses or copies of medical records. If the Association requires additional information, its review may take longer, and the submitting individual normally will be so advised in writing.

2. The Association may request advice from its legal counsel and its legal counsel, may reach out to the individual to engage in an interactive dialogue/process in order for the Association to obtain additional information/documentation to supplement the information/documentation the individual included with its original submission of the accommodation request.

3. If the Association grants approval to an individual's request for its Assistance Animal to visit and/or reside on Beachplace Property, the Association will notify the individual of its decision in writing. In all cases, the Association's approval is subject to the individual's acceptance of and continued compliance with the Beachplace Assistance Animal Rules.

If the Association disapproves the individual's request for an Assistance Animal after exhausting the interactive process, the Association will notify the individual of its decision in writing and provide the reason(s) for its disapproval. An individual's failure to include in the request required information and documentation may be reasonable grounds for the Association's disapproval of a requested accommodation.

4. The individual may appeal the Association's decision in writing and if so, the Association will respond to the appeal within 10 business days.

5. If the Association does seek the advice of its legal counsel, then by submitting a request for a Reasonable Accommodation for an Assistance Animal the requesting individual is deemed to consent to any disclosure by the Association to its legal counsel of all information/documentation included in or learned by the Association during the course of its review of the individual's request for the accommodation. The individual is deemed to also consent to the Association or its legal counsel contacting the individual to engage in the interactive process in connection with the individual's accommodation request, and deemed to further consent to the Association or its legal counsel contacting the physician, professional health care provider, or other third-party who allegedly writes a letter in support of the individual's accommodation request to confirm that such individual did in fact write said letter.

6. An approval of a Service Animal or a Support Animal is limited to the Owner of the animal making the request and his/her needs. If the requesting individual no longer resides in the Beachplace community, or is no longer visiting the Condominium Property, for whatever reason, his/her Assistance Animal is not permitted to remain. The approval of a Service Animal or Support Animal does not apply to a residence generally, but rather it is approved only for that particular individual and the specific animal identified in the request for

Reasonable Accommodation. If that individual is not in residence, his/her Assistance Animal may not be in residence.

7. The Association agrees to keep confidential all disability and disability-related need information in the documentation it receives in connection with an individual's request for Reasonable Accommodation. Furthermore, the Association agrees to limit disclosure of the such information to only those staff members, Board Members and the Association's legal counsel, with a need to know such information for purposes of reviewing/revoking an individual's accommodation request or monitoring the individual's and its Assistance Animal's compliance with the Rules.

8. All documents an individual submits in connection with its accommodation request, and any documents the Association creates incorporating confidential information from an individual's request, will be kept confidential in compliance with Section 718.111(12)(c)(3)(d) of the Florida Statutes and will not be part of the Association's Official Records.

Roles for Community Members & Assistance Animals

Association employees, Owners, lessees, and guests are instructed to recognize the working role of Assistance Animals that are present on the Condominium Property and adhere to the following guidelines:

1. Allow the Assistance Animal to accompany its Owner/handler at all times inside a Beachplace Condo Unit where the animal's Owner resides or where the animal's Owner is temporarily visiting a Beachplace resident, in and around the specific Beachplace Residential Building where such unit(s) is/are located, and to access the grounds of the Condominium Property as necessary for the animal to relieve itself outdoors. The Assistance Animal must be harnessed, leashed, in a carrier, or tethered while in common areas unless these devices interfere with the animal's work or the Owner's Disability prevents use of these devices. In that case, the Disabled Owner must use voice, signal, or other effective means to maintain control of the animal. Areas of the Condominium Property that are off-limits to approved Assistance Animals are identified in Section 11 of the Rules in Exhibit A forming part of this Beachplace Assistance Animal Policy.
2. Do not feed, pet or touch an approved Assistance Animal without the express invitation of the animal's Owner/handler. Service Animals and some Support Animals are trained to be protective of their Owner, among other tasks, and petting the animal can distract it from its working responsibilities. Be aware that during emergency situations involving smoke, fire, sirens, or injury, the Assistance Animal may exhibit protective behavior. The animal may try to communicate the need for help. In emergency situations make every effort to avoid separating the Assistance Animal from its Owner/handler.
3. Do not deliberately startle, tease or otherwise distract an Assistance Animal.
4. Do not separate or attempt to separate an Owner from its Assistance Animal.
5. Do not inquire about the Assistance Animal Owner's disability or the nature of work or tasks the Assistance Animal performs for its Owner. If asked such questions, the Association's representative will respond: "A Reasonable Accommodation has been granted as a matter of Federal and Florida law," or words of similar import. No additional information will be provided regarding the nature of the Assistance Animal Owner's disability.
6. Report in writing to the Association's General Manager all accidents, incidents, complaints and violations of the Rules involving an Assistance Animal within 24 hours of the most recent occurrence. For emergencies, call the Association Office during normal business hours or the Security Gatehouse on weekends and after business hours.
7. If a resident prefers not to ride in an elevator that is occupied by an Owner with his/her Assistance Animal, the Association recommends the resident wait for the elevator to return to their floor empty without the animal present. Similarly, an Assistance Animal Owner should request the permission of occupants of an elevator before boarding the elevator along with its assistance animal. If the other occupants already present inside the elevator express their preference for riding the elevator without the animal, then the animal's Owner should wait for the elevator to return empty.

Exhibit A - RULES TO MAINTAIN AN ASSISTANCE ANIMAL ON BEACHPLACE PROPERTY

The objectives in adopting this set of rules are to: (i) be respectful of the community's many residents, visitors, and employees of the Association, (ii) protect the health and safety of persons and Assistance Animals within the Condominium Property, (iii) to protect property against damage, (iv) preserve residents' quiet enjoyment of their condominium units and the common use areas of the Condominium Property, free from nuisances.

This set of rules and responsibilities are attached as Exhibit A to and form an integral part of the Beachplace Association Inc. Assistance Animal Policy (the "Policy"), together with any changes or additions to these rules the Association may adopt while the Policy remains in effect (collectively, the "Rules").

The Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw its approval of an accommodation request permitting an individual to keep their particular Assistance Animal on Condominium Property, if at any time the individual's Assistance Animal becomes a nuisance, or a threat to the safety of other humans or another Assistance Animal or property, if not abated or addressed by another Reasonable Accommodation, following request by the Association, and/or if these Rules are repeatedly violated. The Association further reserves the right to remove immediately and permanently the Assistance Animal in such a circumstance.

1. Control: The Assistance Animal must be under the dominion and control of its Owner or a handler at all times. Reasonable and appropriate behavior is expected from Assistance Animals at all times while on Condominium Property. If an animal should exhibit unacceptable behavior, its Owner is expected to employ appropriate training techniques to correct the given situation. If an Assistance Animal is determined to be out of control, the Association will address the incident on an individual basis. The animal's Owner must secure the animal beforehand when expecting an Association staff member or outside service provider to enter their condominium unit.

2. Restraints: When outside a condominium Unit, the Assistance Animal must be harnessed, leashed, in a carrier, or tethered unless these devices interfere with the animal's work or the owner's Disability prevents use of these devices. In that case, the Disabled Owner must use voice, signal, or other effective means to maintain control of the animal. When walked in the common areas of the Condominium Property, the Owner or its handler must shorten the slack on the leash to ensure the animal is properly controlled and maintained under or immediately next to the Owner or its handler. An Owner of an Assistance Animal may not permit its animal to initiate contact, approach or sniff other persons or other Assistance Animals, unless such other persons provide express permission. An Owner of an Assistance Animal may not leave their animal unattended outside a condominium unit or tied up or tethered to any objects outside. No Assistance Animal is permitted to go loose or run at large anywhere on Condominium Property. If the animal is found running at large, the animal is subject to capture and confinement by the Association. NOTE: The Town of Longboat Key has a leash law requiring all domesticated animals to be on leashes when outdoors. **Per Sarasota County Ordinance and the Town of Longboat Key regulations, no dogs, cats, or other animals are allowed on the beach except for Service Dogs.**

3. Elevators: The Assistance Animal Owner should request the permission of occupants of an elevator before boarding the elevator along with its Assistance Animal. If the other occupants already present inside the

elevator express their preference for riding the elevator without the animal, then the animal's Owner should wait for the elevator to return empty. Similarly, if a resident prefers not to ride in an elevator that is occupied by a person with an Assistance Animal, the Association recommends the resident wait for the elevator to return to their floor empty without the animal present.

4. Nuisance: An Assistance Animal shall not become a nuisance to another resident, employee or invitee. Whining and barking that is excessively loud and/or occurs consistently during times of day or night that normal persons would consider unreasonable, if it cannot be or is not controlled by another Reasonable Accommodation, such as a muzzle or bark collar, constitutes a nuisance. All nuisance issues will be thoroughly investigated through a complaint and mediation mechanism.

5. Waste Disposal: Owners or handlers of Assistance Animals are required to immediately and properly dispose of excrement or waste in a secured plastic bag. Waste (including cat litter) must be put in a secured plastic bag and deposited in a trash chute/receptacle. Owners of Assistance Animals must maintain their own tools and supplies necessary for cleaning up after their animals. Assistance Animals are not permitted to relieve themselves on any hard surfaces in the community, including hallways, elevators, lobbies, sidewalks, walkways, parking area, driveways, or the pool deck or area under the Clubhouse. Should an accident occur, the animal's Owner or handler must immediately and thoroughly clean the affected area and properly dispose of all waste in a secured plastic bag deposited into a trash chute/receptacle. Failure to properly dispose of waste product or clean up accidents will be strictly enforced and result in penalties, including but not limited to fines and revoking approval of the accommodation request for the Assistance Animal.

6. Sanitation/Odors: Owners of Assistance Animals are required to provide safe, clean and sanitary living conditions and humane treatment for their animals in accordance with applicable animal welfare laws, and dispose of the animal's food, maintenance supplies, and animal waste in a manner that does not create parasites, insect/extermination, sanitation/pathogen, or odor problems in their Units, other Units or common areas of the Condominium Property. Owners agree to keep their Assistance Animals well-groomed, provide veterinary care, and take appropriate measures at all times for effective flea, tick and odor control. Should the Association become aware that an Owner's Assistance Animal has created or contributed to insect, sanitation or odor problems, the Association will notify the animal's Owner in writing and require the Owner to take immediate corrective action. Any additional cleaning or extermination costs Beachplace incurs as a result of the Owner's animal, the animal's Owner authorizes Beachplace to bill and collect from the Owner.

7. Threat/Harm/Damage by an Animal: A request for an Assistance Animal may be denied or later revoked if the specific animal poses a direct threat to the health or safety of others, other Assistance Animals or property that cannot be reduced or eliminated by another Reasonable Accommodation. Once present on Condominium Property the Assistance Animal may not engage in aggressive behaviors such as nipping, jumping or lunging at other persons, biting, attacking other persons or other Assistance Animals, or destroying property, real or personal. If the animal does commit such behavior and causes injury or damage, the Association may seek immediate and permanent removal of the animal from Condominium Property. In the case of an animal lunging, jumping or nipping, the Association may require that the Owner make a Reasonable Accommodation to protect others in the community – for example, use a muzzle, shorter leash, obtain animal-Owner training, prohibit the animal's access to specified common use areas, and/or other methods to maintain better control of the animal by its Owner or handler to decrease the risk of injury or damage.

8. Responsibility/Liability/Damages: An Assistance Animal's Owner is fully responsible for the health and safety of the animal and for the actions of the animal. The cost of veterinary care, grooming, feeding, toileting arrangements, and responsibilities for the well-being of the Assistance Animal are at all times the sole responsibility of the animal's Owner. The animal's Owner may share feeding, walking and toileting responsibilities with an animal handler, family member, friend, volunteer or third-party service provider. The Assistance Animal's Owner must take appropriate steps to prevent injury, harm and property damage that could be caused by the Owner's Assistance Animal. Notwithstanding such efforts, the Assistance Animal's Owner remains fully responsible and liable for all injury, damage, costs and expenses, whether to person, property, another Assistance Animal, or the Association, whatsoever arising from said Owner's owning or keeping its Assistance Animal on Condominium Property. The animal Owner agrees to reimburse the Association for the cost to repair and/or clean any damage to the common areas of the Condominium Property, and as needed the condominium unit occupied by the Owner's Assistance Animal (including but not limited to hallways, lobbies, furniture, carpeting, doors, shrubs, and plants) caused by the Owner's Assistance Animal, and authorizes the Association to bill and collect such charges from the Owner.

9. Vaccinations/Licenses/Tags: All dog, cat, and ferret Assistance Animals 4 months or older must be vaccinated for rabies annually, unless vaccinated with the USDA-approved triennial rabies vaccination, and receive all other vaccinations required by Sarasota County for such type of animal. For a dog or cat Assistance Animal that will remain on Condominium Property for 90 days or more, unless the animal's Owner is domiciled elsewhere and has registered, licensed, and obtained a current license tag for the animal under the laws of the jurisdiction of the Owner's domicile, the Owner is required to register the animal and obtain an annual pet license and rabies tag from Sarasota County Animal Services Department for the animal. Owners of Service Animals are excused from the requirement to purchase an annual pet license in Sarasota County, but they remain subject to Sarasota County's annual rabies vaccination requirement. An Assistance Animal Owner agrees to maintain current valid vaccinations, registration, licenses, permits and tags for its animal as is required by Sarasota County and the Town of Longboat Key and/or by the jurisdiction of the Owner's domicile when applicable. All dogs and cats are required to wear their identification tags (and rabies tags if separate) either attached to a collar or harness when outside a Unit.

10. No Outside Housing: There shall be no structure at any time for housing any Assistance Animals outside a condominium unit. Patios or lanais may not be used for housing Assistance Animals at any time. However, Assistance Animals may accompany their Owners when their Owners are using patios or lanais.

11. Common Areas Off Limits to Assistance Animals: Due to concerns for human health and safety and animal welfare, the Association has declared certain common areas of the Community Property "off limits" to Assistance Animals. Under Florida law both Service Animals and Support Animals are prohibited from entering a swimming pool, wading pool, or spa body of water and prohibited from standing on a pool or spa drain. Assistance Animals are not permitted to climb or sit on or be fed at tables or chairs anywhere food is consumed in common areas of the Condominium Property, including inside the Clubhouse, outdoors under the Clubhouse or any picnic areas on Beachplace Property. For animal safety and food hygiene, Assistance Animals should be kept away from barbeque grills, the Clubhouse Kitchen, and other communal food preparation areas on Beachplace Property.

12. Assistance Animal must be Accompanied at All Times: Assistance Animals must be properly housed, restrained, and under the control of the animal's Owner or handler. If an Assistance Animal is found loose or unattended outside the Beachplace condominium unit approved by the Association for the Assistance

Animal's occupancy, the animal is subject to immediate removal from the Condominium Property. An approved Assistance Animal Owner may not leave the animal overnight inside such approved Beachplace condominium unit to be cared for by someone other than the approved Animal Owner. If the Owner of an approved Assistance Animal plans to leave the Beachplace condominium unit overnight, its Assistance Animal must accompany the individual or other arrangements to board the animal outside the Beachplace condominium unit must be made. Local animal control authorities will be notified and asked to remove any animal that is left overnight in a Beachplace condominium unit without its approved Owner present. The Owner of an approved Assistance Animal must have plans in place for adequate coverage to ensure that his/her Assistance Animal is cared if the animal's Owner becomes unable to take care of the animal, is absent from the Condominium Property, or in the event of an emergency. The animal's Owner must inform the Association of a designated emergency contact individual who will assume caretaking responsibilities for the animal off the Condominium Property in the event the animal's Owner cannot perform those responsibilities. In the event that the Association cannot reach the emergency contact, the animal's Owner is deemed to grant permission to the Association to enter the condominium unit where the animal is located, retrieve the animal and turn it over to local animal control. The animal Owner and emergency contact will be required to contact animal control for information on reclaiming the animal.

13. Additional Accommodations for other Residents: Often there are competing requests for Reasonable Accommodations that the Association must balance. In order to simultaneously accommodate an individual's request to maintain a Service Animal or a Support Animal while accommodating an Association granted Reasonable Accommodation request submitted by another Owner, lessee or guest with a severe allergy or a severe phobia to the particular type of Assistance Animal that the Association has approved, further restrictions may be necessary depending upon the circumstances at any given time. The Association may notify an Assistance Animal Owner of additional restrictions that may be necessary so that other residents and guests can also enjoy their dwelling and the common areas of the Condominium Property. The animal's Owner and any such severely allergic or phobic persons should try to avoid contact with one another and be respectful and courteous of the other's needs and rights.

14. Owner's Violations of Rules - Grounds for Association Revocation of Approval of the Animal, Fines, Suspension of Use Rights and Unit Voting Rights: The Association will investigate complaints, accidents, and incidents involving an Assistance Animal, including violations of the Assistance Animal Policy or the Rules by the animal's Owner. If the situation does not threaten the health or safety of others and the situation can be corrected, the General Manager will provide the animal's Owner with an opportunity to cure. Generally, the Association's General Manager will send a written warning letter for an Assistance Animal Owner's first violation of the Policy or these Rules and a demand to cure immediately. Failure to adequately and swiftly cure a violation, repeated violations of these Rules by the Assistance Animal's Owner, or a single violation causing an injury to a person or another Assistance Animal or significant damage to property, will result in the Association's immediate revocation of its approval allowing the Owner to keep his/her Assistance Animal on Condominium Property and the immediate removal of the animal from Condominium Property. The Association's Board has the right to fine the Assistance Animal Owner \$100.00 per day, up to a maximum aggregate of \$1,000.00 in fines for each continued violation of the Policy or an Assistance Animal Rule, and a separate set of fines for each repeat offense of the same provision or rule that is violated or a different provision or rule that is violated. The Association's Board has the right to then suspend the Animal Owner's use rights of common elements, common facilities or any other Condominium Property because of fines in excess of \$1,000 that remain unpaid for longer than 90 days. For fines that remain unpaid for longer than 90 days, the Association's Board also may suspend the voting rights of a condominium unit until all fines and any other amounts owed are paid in full. Fines and suspensions of rights imposed by the Association's Board of

Directors, and any appeals made thereto by the Assistance Animal Owner shall be made in accordance with applicable provisions of the Beachplace Governing Documents and the Florida Condominium Act. The Association further has the right to file a Petition for Arbitration with the Florida Department of Business and Professional Regulation, Division of Timeshares, Condominiums and Mobile Homes, seeking permanent removal of the Assistance Animal from the Condominium Property. The Association will seek to recover its reasonable prevailing party attorney's fees and costs. The Association may also file a lawsuit in a court of competent jurisdiction.

15. Other Reasons for Association Revocation of Approval: The Association may revoke its approval if the Owner who obtained approval for its Assistance Animal is no longer disabled or no longer resides on Condominium Property. The Association also may revoke its approval if the Association learns that the individual falsely represented himself/herself as having a disability or disability-related need for an Assistance Animal, or if the individual knowingly falsified information or written documentation or knowingly submitted to the Association fraudulent information or written documentation with untrue statements.

16. These Rules May Be Changed: The Association reserves the right to make reasonable changes in these Rules at any time the Association deems necessary to protect the health and safety of its residents and comply with applicable laws. Unless expressly stated otherwise in a Rule change, the Rule change will apply to a previously approved Assistance Animal that is on Condominium Property at the time the Rule change goes into effect. Changes to these Rules will be posted on the Association website and will be sent to those individuals with a previously approved Assistance Animal remaining on Condominium Property and those individuals who have applied for their Assistance Animal to enter Condominium Property on a date after the new Rule(s) takes effect.

17. Acceptance of these Rules: By submitting to the Association a request for a Reasonable Accommodation for an Assistance Animal, the animal's Owner agrees to abide by these Rules if and when the Association approves the Owner's accommodation request for its Assistance Animal, together with any changes to these Rules that may go into effect while the Owner's animal remains on Condominium Property. The Owner further accepts full responsibility for its Assistance Animal and for injury or damage caused by its animal whether to person, property, or another Assistance Animal, whatsoever arising from its owning or keeping its animal on Condominium Property. The Owner recognizes and accepts that its repeated violations of any of these Rules, or a single violation that causes injury to a person or another Assistance Animal or significant damage to property, will result in the immediate revocation by the Association of the Association's permission allowing the Owner to keep its Assistance Animal on Condominium Property.

Exhibit B - REASONABLE ACCOMMODATION REQUEST FORM

Animal Owner Name: _____ Owner Renter Visitor

Beachplace Arrival Date: _____ Departure Date: _____

Beachplace Address: Building No: _____ Unit No: _____ Local Phone: _____

Animal Owner's Permanent Address:

Phone: Home: _____ Mobile: _____

Email: _____

*****SELECT TYPE OF ASSISTANCE ANIMAL & ATTACH REQUIRED DOCUMENTATION*****

SERVICE ANIMAL (Dogs ONLY):

Is the dog required because of a Disability **AND** trained to perform work or task? ____ YES or ____ NO
(if YES, answer Question #2; if NO, then the dog is not a Service Animal – proceed to Support Animal)

What work or task has the dog been trained to perform that assists the individual's specific disability?

SUPPORT ANIMAL:

1. Does the individual have a Disability? ____ YES or ____ NO
• If YES, then attach documentation of Disability as detailed on page [8-9] of this Policy.

2. What work, tasks, assistance or therapeutic emotional support does the animal perform? Attach documentation of how the animal alleviates or lessens the symptoms or effects of the individual's particular disability as detailed on pages [8-9] of this Policy.

3. Is the animal commonly kept in households? ____ YES or ____ NO
(if YES, skip #4; if NO, proceed to #4)

4. Describe & attach documentation [p.10] for the specific unique animal & specific task, assistance it provides.

Animal's Name: _____ Species of Animal: _____

Age: _____ Height: _____ Weight: _____ Coloring: _____

Submit a Photo of the Animal for Identification Purposes (electronic photo is preferred)

License Number (Dogs): _____ Issued by: _____ Expiration Date: _____

Rabies Vaccine** (Dogs/Cats/Ferrets): Date Last Rabies Vaccine: _____ Renewal Date: _____

***Animal's vaccination certificate must be from a licensed veterinarian dated within the past year that shows the animal is current with its rabies vaccine and any other vaccines required by the governmental authority where the animal's Owner is domiciled.*

Has the Animal within the past two years attacked, bitten, or injured another person or other animal, or caused substantial property damage? _____ YES _____ NO

If YES, please describe in an attachment to this form the incident(s), corrective measures taken, and what measures the Animal Owner agrees to take at Beachplace to reduce the likelihood that its Animal will injure, harm or damage again.

Emergency Contact(s): By submitting this request, the Owner of the Animal identified above notifies Beachplace Association, Inc. and the individual(s) listed below that such individual(s) has the Animal Owner's permission to enter the Beachplace Unit identified above throughout the length of the Animal Owner's residency at Beachplace to care for the Animal identified above and/or remove the Animal from the unit in the event that the Animal Owner becomes unable to care for the Animal; the animal Owner is absent from the unit overnight; or in the event of an emergency. In the event that Beachplace Association Management cannot reach the designated emergency contact, the Animal Owner grants Beachplace Management permission to enter the unit to retrieve the animal and turn it over to local animal control. The Animal Owner and Emergency Contact will be required to contact animal control for information on reclaiming the animal.

Emergency Contact Name(s): _____

Address: _____

Email: _____ Home Phone: _____ Mobile: _____

By submitting this request for a Reasonable Accommodation to the "Beachplace No Pets Policy" to permit the Animal Owner's Animal identified above to reside and/or visit the Beachplace Condominium Property, the Animal Owner hereby affirms: (initials on each bulleted item & signature required)

- _____ ● *That the information and documentation it submits to the Association in connection with its accommodation request is to the best of his/her knowledge true and correct;*
- _____ ● *Having read the Rules to Maintain an Assistance Animal on Beachplace Property that is attached as Exhibit A to the Beachplace Assistance Animal Policy, and the Animal Owner agrees to comply with such Rules;*
- _____ ● *Understands and agrees that he/she is responsible for any injury, or property damage caused by his/her Animal;*
- _____ ● *Any failure to adhere to the Beachplace Assistance Policy including the Rules will result in penalties determined by Beachplace Association, Inc. up to and including fines and removal of his/her Animal from the Beachplace Condominium Property;*
- _____ ● *Having read and understands the Policy, and acknowledges that under Florida Law an individual who falsely represents himself/herself as having a disability or disability-related need for an Assistance Animal or knowingly provides fraudulent information or documentation commits a misdemeanor of the second degree. The penalties can include a prison term of up to 60 days, a fine of \$500, and/or court-ordered community service of 30 hours for an organization that serves persons with disabilities of for another organization as the court determines is appropriate. Additionally, any reasonable accommodations granted will be immediately revoked.*

Animal Owner Signature: _____ Date: _____