

## **BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

### **A RESOLUTION OF THE BOARD OF DIRECTORS REGARDING REQUESTS FOR ASSISTANCE ANIMAL ACCOMMODATIONS AND INVESTIGATION OF COMPLAINTS INVOLVING ASSISTANCE ANIMALS**

**WHEREAS**, the Declaration of Condominium for Briar Creek Mobile Home Community II, Inc., (the “Declaration”) establishes that the Board of Directors is responsible for the operation of the property subject to the Declaration, and for enforcement of its rules and policies on matters of common interest to its residents;

**WHEREAS**, the Fair Housing Act (42 U.S.C. §§ 3601 – 3619) prohibits discrimination in housing based on disability, and individuals may be granted an accommodation under the Act to keep a service animal (an animal that is individually trained to do work or perform tasks for the benefits of the individual with a disability) or a support animal (an animal that provides therapeutic and/or emotional support to an individual with a disability), collectively referred to as “assistance animals” herein;

**WHEREAS**, Article 16, Section 16.18 of the Declaration provides that pets are only permitted in the designated pet area and sets forth restrictions regarding the permissible number and weight.

**WHEREAS**, Article 16, Section 16.5 of the Declaration prohibits nuisances or any use or practice which is a source of annoyance to residents;

**WHEREAS**, for the protection of the Association and its fiduciary duty to enforce the Declaration as presently written, the Board of Directors wishes to outline a procedure for the Association’s intake, management, and investigation of complaints related to assistance animals to ensure uniform enforcement; and

**WHEREAS**, this policy supersedes and replaces all prior policies with respect to the matters referenced herein.

**NOW, THEREFORE**, be it resolved by the Board of Directors as follows:

1. Any resident or guest thereof requesting an accommodation under the Fair Housing Act (“FHA”) must provide sufficient, credible documentation from a credible, qualified third-party to the Board of Directors. Such documentation must show a relationship between the requested accommodation and the need for the animal to accommodate the disability. The documentation must confirm that the person requesting the accommodation is, by virtue of the accommodation, afforded an equal opportunity to use and enjoy the property and/or common elements which that individual would not otherwise have absent the accommodation.
2. The requested accommodation must be reasonable.

3. The requested accommodation, if granted, only extends to the individual requesting the accommodation, and is permitted only as long as that individual occupies the unit/premises.
4. All requests for assistance animals will be reviewed on a case-by-case basis by the Association and/or the Association's legal counsel. Each request should be submitted at least two (2) weeks before the desired accommodation is required to allow the Association and/or the Association's legal counsel a reasonable amount of time to review and respond to the request.
5. All individuals seeking an animal accommodation for a service animal must confirm that the service animal is required because of a disability and explain what specific work or task the animal has trained to perform in connection with the disability. If the disability is open and obvious, the individual requesting the accommodation need not provide documentation confirming the existence of a disability. Likewise, if it is readily apparent that the service animal is required because of a disability, the individual requesting the accommodation need not provide documentation regarding the work or task the animal has been trained to perform.
6. All individuals seeking a support animal accommodation must confirm the existence of their disability through credible documentation, unless the disability is observable and would not be reasonably attributable to a non-medical cause. Support animal accommodations will only be granted upon medical documentation that supports and explains the connection between the presence of the animal and the alleviation of the symptoms of the disability. Any documentation provided to substantiate a need for a support animal must demonstrate that the medical provider has sufficient personal knowledge of the individual's disability.
7. When consistent with the disability-related need, assistance animals shall be transported to and from the dwelling in a proper carrier or shall be leashed at all times when not in the dwelling. Leashes must not be more than six (6) feet in length. No assistance animal is permitted to roam the common elements without being under the control of the owner (or other individual if required by the disability), nor permitted to be left outside unattended. No animal may be tethered to the common elements, and the installation of fixed chains/leashes on the common elements is prohibited.
8. In consideration of the needs of other individuals lawfully using the property with allergies or other health concerns that may be inflamed by animal fur or dander, assistance animals may not be permitted in certain common elements, absent a specific, documented, and identifiable need for assistance from the animal while the disabled resident is using such areas.
9. Assistance animals must be inoculated and licensed by the County, as required by law.
10. A photograph of the assistance animal, along with proof of current immunization and proper licensing, shall be submitted to the Board of Directors of the Association within

a reasonable amount of time after the accommodation is granted. Confirmation that the animal is up to date on its immunizations may be required on an annual basis.

11. Excluding ordinary and customary temporary absences associated with day-to-day living, an assistance animal is not permitted to reside in a dwelling in the owner's absence for any prolonged period of time.
12. Should the assistance animal relieve itself on the common elements or Association property, any excrement must be immediately cleaned up and disposed of properly.
13. In the event the assistance animal dies, or is otherwise permanently removed from the property, the assistance animal may not be replaced absent the submission of additional supporting documentation to the Association and/or without further approval from the Association. Such documentation shall include a photograph of the assistance animal, proof of current immunization and proper licensing.
14. No assistance animal may create a nuisance to other residents, unreasonably disturb the peaceful enjoyment of the property by other residents or pose a danger to other residents. Should the assistance animal disturb the peaceful enjoyment of the community by other residents, the accommodation will be deemed "unreasonable," and the Association may demand removal of the assistance animal and/or replacement of the assistance animal with one that does not create an unreasonable nuisance in the community.
15. All complaints regarding assistance animals must be submitted on the Complaint Form provided by, and available upon request, at the Association office. The form will provide a record of the date, time, and location of the alleged occurrence and provide owners space to describe the incident and list any witnesses. Complainants will be encouraged to sign the Complaint Form.
16. The Association will keep all Complaint Forms on file as official records, subject to the requirements of Section 718.111(12), Florida Statutes. However, the Association will only consider those complaints signed by complainants when considering enforcement actions.
17. Each signed complaint will be reviewed on a case-by-case basis by the Association and/or the Association's legal counsel to determine whether action should be taken and the nature of the enforcement action.
18. The Association may interview any listed witnesses and inquire whether they are willing to provide a signed statement.
19. If the alleged incident occurs upon the common elements, the Association will review security footage, if applicable.

20. Signed complaints from multiple owners alleging unreasonable barking or other non-aggressive nuisance behavior may result in a written cease and desist to the animal's owner. Failure to comply with the cease and desist may result in additional requirements to cure and/or demand for removal of the animal.
21. All signed complaints alleging property damage caused by an animal will be investigated by the Association. In the event the animal is deemed responsible for the damage, the owner will be held responsible for the costs associated therein.
22. Signed complaints alleging aggressive or threatening behavior may result in the Association demanding any of the following actions, commensurate with the severity of the complaint, including, but not limited to:
  - a. Requirement that the animal be kept on a leash no longer than four (4) feet;
  - b. Requirement that the animal wear a muzzle upon the common elements, provided it does not interfere with any service-related task the animal is trained to perform;
  - c. Removal of the assistance animal from Association property.
23. Signed complaints alleging an animal bit and/or attacked another animal or person, will result in the Association and/or the Association's legal counsel investigating the complaint, taking any witness statements, and reviewing any associated veterinary/medical or animal control reports. If the attack is substantiated the Association will demand removal of the animal.
24. The Board of Directors may adopt additional, reasonable rules and policies relating to accommodation requests, assistance animals, and/or enforcement of the same from time to time.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 17 day of September, 2024.

**BRIAR CREEK MOBILE HOME  
COMMUNITY II, INC.**

By: Sam F. Oliverio

Sam F. Oliverio - President  
Print Name, Title