

Support Animal Policy

for

██████████, Inc.

Background: Under the Federal and Florida Fair Housing Acts, an Owner, Tenant or Guest who is disabled may request reasonable accommodation(s) to Naples Land Yacht and Harbor, Inc.'s (hereinafter "██████████") Rules and Regulations, Bylaws, policies, practices, or services when such accommodation(s) may be necessary because of their disability. For more information on the rules pertaining to requests for reasonable accommodation, please review the [Joint Statement of the Department of Housing and Urban Development and the Department of Justice Reasonable Accommodations under the Fair Housing Act](#).

Purpose: The policy of NYLH is to provide a framework for which disabled persons may request a reasonable accommodation in accordance with applicable state and federal fair housing laws. NLYH's Rules and Regulations, and specifically Rule 7 prohibits any and all pets within NLYH.

Procedure For Making a Request For Accommodation:

- **Submittal of Request:** An Owner, Permanent Occupant and Guest seeking an accommodation for an unknown or latent disability must submit reliable medical documentation from a health care provider in a relevant field and an approval must be obtained prior to bringing the animal into the community. It is the Owners' responsibility to ensure that Owner(s) and Guest(s), advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an unapproved animal on the property, and to provide NLYH with sufficient time to conduct a meaningful review of the request. As a courtesy, applicants may use the attached Medical Certification for Assistance Animal form, but this specific form is not a condition of approval. Documentation must provide NLYH with sufficient information to determine if the individual is disabled, as well as the medical necessity of any specific support animal. The form or other documentation must be completed by a qualified healthcare professional.
- **Any request must be accompanied by documentation indicating that all state and Collier County ordinances requiring licensing and vaccination have been complied with.**

If there are multiple support animals, the applicant must provide separate documentation and the basis for medical necessity for each animal. This procedure applies to both Owners, Tenants and Guests visiting or residing on the property. It is the Owners' responsibility to ensure that Guests who may require a reasonable accommodation, comply with the stated guidelines herein, prior to bringing an animal on the property, and provide NLYH with sufficient time to conduct a meaningful review of the request.

- **Timing of Request:** NLYH requests that the documentation be submitted at least thirty (30) days in advance of the arrival date of the person seeking approval for a support animal if possible, to ensure timely approval.
- **Acknowledgement:** The requesting party should provide the signed acknowledgement on page three

(3) of this document. This signed form, the Medical Certification for Assistance Animal form, and other documentation requested if necessary, should be delivered or mailed to [REDACTED]. Use of the supplied form will expedite the evaluation process.

- **Support Animal Registration or Identification Card**: An emotional support animal registration of any kind, including, but not limited to, an identification card, patch, certificate, or similar registration obtained from the Internet is not, by itself, sufficient information to reliably establish that a person has a disability or a disability-related need for an emotional support animal.

Procedure for Reviewing a Request for Reasonable Accommodation:

- Upon receipt of the requested form and documentation (or other information supplied) for an Owner's or Guest's request for a reasonable accommodation, the request will be promptly reviewed by the Board and the Owner's or Guest will be notified in writing of the Board's decision. If additional information is required by [REDACTED], the review may take longer, and the submitting Owner or Guest will normally be so advised in writing.
- Note: Every request will be provided to [REDACTED]'s legal counsel for review and investigation of the documentation submitted in support of a request for a reasonable accommodation, which in turn, may delay the Board's decision.
- The investigation will be thorough and will investigate and discuss with the healthcare professional: the requester's history of treatment with the healthcare professional; the healthcare professional's background and relevant medical credentials; the major life activity substantially limited by the patient's disability; and the relationship of the reported disability to the need recited in the letter for the emotional support animal will be examined.
- **THE HEALTHCARE PROFESSIONAL WILL BE CONTACTED BY THE ASSOCIATION FOR VERIFICATION OF THE INFORMATION PROVIDED.**
- If the request is denied, the reason for disapproval will be provided in writing.
- **SUBMITTING FALSIFIED INFORMATION OR WRITTEN DOCUMENTATION, OR KNOWINGLY PROVIDING FRAUDULENT INFORMATION OR WRITTEN DOCUMENTATION, FOR AN EMOTIONAL SUPPORT ANIMAL, UNDER THE FLORIDA FAIR HOUSING ACT, OR OTHERWISE KNOWINGLY AND WILLFULLY MISREPRESENTING ONESELF, THROUGH CONDUCT OR THROUGH A VERBAL OR WRITTEN NOTICE, AS HAVING A DISABILITY OR DISABILITY-RELATED NEED FOR AN EMOTIONAL SUPPORT ANIMAL OR BEING OTHERWISE QUALIFIED TO USE AN EMOTIONAL SUPPORT ANIMAL, IS A MISDEMEANOR OF THE SECOND DEGREE, WHICH INCLUDES A TERM OF IMPRISONMENT OF UP TO 60 DAYS AND MONETARY FINES. A CONVICTION WOULD ALSO REQUIRE 30 HOURS OF COMMUNITY SERVICE.**
- **[REDACTED] WILL REPORT ALL FRAUDULENT EMOTIONAL SUPPORT ANIMAL REQUESTS TO THE COLLIER COUNTY SHERIFF'S DEPARTMENT.**

After Approval:

1. The Owner or Guest must provide as a part of the review and approval process, current and annual vaccination, immunization and veterinarian records for the animal; and maintain all required [REDACTED] County animal tag(s)/license(s).
2. You agree to indemnify and hold [REDACTED] harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.
3. You agree to register your dog's DNA with the Community's leasing office: 1) prior to moving in, 2) within ten days of acquiring a dog, or; 3) within thirty (30) days of the inception of a new program. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the [REDACTED] property, or [REDACTED] homeowner property, will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing.

FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE WITHDRAW OF APPROVAL OF, OR REJECTION OF THE SUPPORT ANIMAL REQUEST.

Maintaining a Support Animal:

- **Support Animal Behavior** : Should a request for an accommodation be granted, [REDACTED] reserves the right, pursuant to Florida law, the Rules and Regulations and the Bylaws, in order to address nuisances or safety and health concerns, to withdraw this approval at any time should the support animal become a nuisance to, or a threat to the health and safety of others, which includes, but is not limited to: excessive, loud barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; Owner's or 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 statutes related to the animal (including any required licenses or tags); allowing the animal to roam freely on the property of another; **excessive and unreasonable urination or defecation, not picked up, on any homeowner's lawn**; allowing the animal in the kitchen area or food preparation area of the clubhouse; sanitation/odor problems; Owner's or Guest's inability to control the animal; and/or Owner's or Guest's inability to maintain the animal on a maximum, non-retractable five foot hand held leash at all times when outside of the home so long as the disability permits the use of a lease. **Should the animal become a nuisance to others, [REDACTED] may place certain restrictions on the animal's whereabouts; in extreme cases, [REDACTED] may demand the removal of the animal from the Community.**

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. The animal may not be left unattended when outside the home and may not be tied or tethered to any objects outside; the animal cannot be left on

the porch or patio unsupervised while the Owner or Guest is away. The Owner or Guest must maintain complete control over the animal at all times when outside the unit. No animals are permitted inside the pool unless the Owner's disability requires it.

The below signed Owner or Guest shall indemnify and hold [REDACTED], its owners, parents, subsidiaries, directors, officers, agents and employees from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, and expert witness fees, for injury to person or property, or death of a person, but only to the extent that such claims were caused arising out of related to the negligence or willful misconduct of the below signed Owner or Guest.

Animals are not permitted to relieve themselves on the pool deck, sidewalks, parking lot or other hard surfaces in the community common areas. Under no circumstances is the animal allowed in areas where food preparation takes place, as this would constitute a health hazard.

EVERY VIOLATION LISTED ABOVE WILL BE TREATED AS A SEPARATE VIOLATION, AND EACH WILL BE SUBJECT TO A FINE UP TO \$500.00 PURSUANT TO THE BYLAWS OF [REDACTED].

- **Replacement Support Animal:** If a support animal passes away or is no longer able to perform its intended function(s), the requesting party is permitted to replace the support animal so long as the requesting party medically requires the accommodation (which may require updated medical information from your medical professional) but he/she must notify [REDACTED] of replacement of the animal.

Updated Accommodation:

- As medical conditions change over time, [REDACTED] may, after a period of 5 years, request updated proof of the ongoing need for the approved accommodation. Proof in the form of an updated Medical Certification form or a similar form containing the same or similar information is acceptable.

Miscellaneous:

- The Board may amend these policies and procedures as necessary at any time and without notice.
- All information received by [REDACTED] in conjunction with an Owner's or Guest's request for reasonable accommodation will be kept confidential. If any other owner inquires as to why a special accommodation appears to have been made, [REDACTED] representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and federal law" or words of similar import. No additional information will be provided regarding the nature of the disability/handicap.
- Enforcement of this Policy is the obligation of the Board, its employees and anyone who is authorized, in writing, to act as a representative of the Corporation. Owners, occupants and guests are not permitted to enforce this Support Animal Policy.

Acknowledgement

I have received and read a copy of the Support Animal Policy and I agree to abide by the policies and procedures stated herein. I bear full responsibility for the support animal and for damage caused by the animal, whether to person or property, whatsoever arising from owning or keeping a support animal in the home or on the property.

Requesting Party's Signature

Date

Printed Name of Requesting Party

Address

Medical Certification for Assistance Animal

This person has made a request to keep an assistance animal in a deed restricted community that restricts all animals. Persons making such a request under fair housing laws must establish that they are “disabled” within the meaning of those laws and demonstrate that an assistance animal (emotional support animal or other assistance animal) is necessary for the disabled person to have an equal opportunity to use and enjoy his or her property. In order to properly evaluate the request, [REDACTED] requires the following information from this person’s health care provider.

Patient’s Name: _____

Name of physician/practitioner: _____

Address: _____

Telephone number: _____

The responses to the following inquiries will only be reviewed by the HOA’s board of directors and their management and legal counsel and will not become available for inspection by other residents in the community.

Is the patient disabled as defined by applicable fair housing laws, and please indicate if the disability is temporary or permanent?

Please indicate the major life activity(s) substantially limited by the patient’s disability:

Please describe how allowing the patient to have his/her _____ (state type and breed of animal) as an emotional support or assistance animal accommodates his/her disability and allows him/her to have an equal opportunity to use and enjoy his/her property, and whether and how this would be jeopardized without allowing the animal and if there are other corrective measures which will permit such use and enjoyment:

Please summarize how long you have been evaluating the patient for the above-described impairment, and, if more than two (2) years, how frequently within the last two (2) years, including the last time the patient consulted with you regarding the need for an emotional support or assistance animal:

Please provide a summary of your education and/or experience, including specializations or certifications (if any), which qualifies you to make the recommendation for the emotional support or assistance animal.

My responses to the above referenced questions are truthful and accurate to the best of my knowledge and belief, under penalties of perjury. Under Florida law, a medical professional who provides fraudulent information on an emotional animal accommodation request letter commits a misdemeanor of the second degree which can result in jail time and monetary fines.

Signature

Printed Name

Date