

[ASSOCIATION NAME]

A Florida Condominium Association

[Street Address], [City], Florida [ZIP Code]

Telephone: [Phone Number] | Email: [Email Address]

BOARD RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF [ASSOCIATION
NAME]**

**ADOPTING A POLICY GOVERNING EMOTIONAL SUPPORT ANIMALS
AND SERVICE ANIMALS**

Date of Adoption:

Effective Date:

Meeting Location:

RECITALS

WHEREAS, the Association is a Florida condominium association governed by Chapter 718, Florida Statutes, and its Declaration of Condominium, Articles of Incorporation, and Bylaws (collectively, the "Governing Documents"); and

WHEREAS, the Fair Housing Act (42 U.S.C. § 3601 *et seq.*) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) require the Association to provide reasonable accommodations to residents with disabilities, including allowing assistance animals as a reasonable accommodation when required by applicable law; and

WHEREAS, U.S. Department of Housing and Urban Development guidance memorandum FHEO-2020-01 and applicable Florida law further clarify the Association's obligations regarding requests for assistance animals, including both service animals and emotional support animals, and establish standards for evaluating the sufficiency of supporting documentation; and

WHEREAS, the Association desires to adopt a clear, written policy to ensure consistent, lawful, and respectful handling of all assistance animal requests while protecting the health, safety, quiet enjoyment, and property rights of all residents and occupants of the community; and

WHEREAS, the Board of Directors has reviewed applicable federal and state law, HUD guidance memorandum FHEO-2020-01, and recommendations of legal counsel in drafting this Policy, and has determined that adoption of this Resolution is in the best interests of the Association and all of its members.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of [Association Name] (the "Board"), acting pursuant to the authority vested in it by Chapter 718, Florida Statutes, and the Governing Documents of the Association, that the following Emotional Support Animal and Service Animal Policy (the "Policy") is hereby adopted, effective immediately upon adoption:

SECTION 1 — DEFINITIONS

As used in this Policy, the following terms shall have the meanings set forth below:

1.1 “Service Animal” — As defined under the Americans with Disabilities Act, a *Service Animal* is a dog (or, in limited circumstances, a miniature horse) that has been individually trained to do work or perform tasks for a

person with a disability. The work or tasks performed by the animal must be directly related to the individual's disability. Emotional support, comfort, or companionship alone do not qualify as "work" or "tasks" within the meaning of the ADA.

1.2 “Emotional Support Animal (ESA)” — An animal that provides emotional support, comfort, or companionship to a person with a disability and that has been prescribed or recommended by a licensed mental health or medical professional as part of a treatment plan. Emotional Support Animals are not required to have specialized training to perform disability-related tasks. ESAs are covered under the Fair Housing Act but are not subject to the same access rights as Service Animals under the ADA in public accommodations.

1.3 “Assistance Animal” — A collective term encompassing both Service Animals and Emotional Support Animals for purposes of Fair Housing Act reasonable accommodation requests under this Policy. This term does not include pets or animals kept solely for personal pleasure without a disability nexus.

1.4 “Resident” — Any unit owner, tenant, authorized occupant, or guest residing in or visiting the community, including individuals who maintain a unit as a primary or secondary residence.

1.5 “Disability” — A physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment, as defined by and construed under the Fair Housing Act and the Americans with Disabilities Act. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

1.6 “Reliable Documentation” — Written documentation from a licensed healthcare professional — including, without limitation, a physician, psychiatrist, psychologist, or licensed clinical social worker — who is licensed in the state in which the resident resides, confirming that: (a) the individual has a disability within the meaning of the Fair Housing Act or ADA; and (b) the individual has a disability-related need for an Assistance Animal. Documentation from internet-based services or websites that provide ESA letters without an established, ongoing provider-patient relationship with the resident shall be given less weight and may, at the Board's discretion, be deemed insufficient standing alone.

SECTION 2 — POLICY STATEMENT

The Association is committed to complying with all applicable federal and state laws regarding reasonable accommodations for persons with disabilities, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, and Florida law. This Policy establishes a fair, consistent, and lawful process for evaluating and responding to Assistance Animal accommodation requests submitted by Residents. The Association does not discriminate against Residents on the basis of disability and will engage in a good-faith interactive process when reviewing each such request. Nothing in this Policy shall be construed to limit the rights of any Resident under applicable law.

SECTION 3 — REQUEST PROCEDURE

3.1 Any Resident seeking to keep an Assistance Animal in a unit or on Association property must submit a written *Request for Reasonable Accommodation* to the Association's Property Manager or Board Secretary **prior** to bringing the animal onto Association property, unless the disability

and disability-related need for the animal are readily apparent or already known to the Association.

3.2 The request must include, at minimum, the following:

1. The Resident's full legal name, unit number, and current contact information;
2. A written description of the animal, including species, breed, approximate age, weight, and color or markings;
3. A completed Reliable Documentation form (as defined in Section 1.6) from a licensed healthcare professional; and
4. Current vaccination records for the animal, including proof of rabies vaccination and any other vaccinations required by applicable local ordinance.

3.3 The Association shall provide a written response to a completed accommodation request within **fourteen (14) calendar days** of receipt. The Association may request additional information only where the disability or the disability-related need for the animal is not obvious or otherwise known to the Association, and only to the extent permitted by the Fair Housing Act, HUD guidance, and applicable Florida law.

3.4 The Association shall not request information about the nature or severity of the Resident's disability, nor require disclosure of medical records, a specific diagnosis, or any information beyond what is reasonably necessary to evaluate the nexus between the stated disability and the need for the specific Assistance Animal.

3.5 ESA letters or certifications obtained through internet-based services that provide documentation without an established, ongoing provider-patient relationship between the issuing professional and the Resident will be evaluated critically. The Association reserves the right to request

supplemental information or alternative documentation in such cases, consistent with applicable law.

SECTION 4 – APPROVAL AND DENIAL

4.1 If the request is approved, the Association will issue a written approval notice to the Resident. Approval constitutes permission to keep the specific identified animal as an Assistance Animal and does not constitute a permanent, unconditional waiver of the Association's governing rules. Approval is conditioned upon ongoing compliance with all requirements of this Policy.

4.2 The Association may deny a request for reasonable accommodation only if one or more of the following conditions is established:

5. The specific animal poses a direct threat to the health or safety of other persons that cannot be reduced or eliminated by reasonable modifications to other rules, policies, practices, or services;
6. The presence of the specific animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by reasonable modifications;
7. The Resident has failed to provide sufficient Reliable Documentation after being given a reasonable opportunity to do so; or
8. Granting the request would impose an undue financial and administrative burden on the Association.

4.3 Any denial shall be in writing, shall state the specific reason(s) for the denial with sufficient particularity, and shall advise the Resident of the right to seek reconsideration by submitting additional information or documentation within fourteen (14) calendar days of the denial notice.

4.4 The Association shall not deny a request for a reasonable accommodation solely on the basis of breed, size, or weight restrictions otherwise applicable to pets or companion animals under the Association's Governing Documents or rules.

SECTION 5 — RESIDENT RESPONSIBILITIES

All Residents with approved Assistance Animals shall comply with the following responsibilities at all times:

5.1 The Resident shall ensure that the Assistance Animal remains under the Resident's control at all times while on Association common areas and limited common elements. The animal must be kept on a leash or harness unless doing so would interfere with the animal's ability to perform the tasks required by the Resident's disability, in which case the animal must be under voice control or other reliable directional control.

5.2 The Resident shall ensure that the Assistance Animal does not engage in disruptive behavior, including but not limited to excessive barking, jumping on other persons, growling, snapping, or other aggressive behavior toward people or other animals.

5.3 The Resident shall immediately clean up and properly dispose of all animal waste in designated waste disposal areas. Failure to do so constitutes a violation of this Policy and may subject the Resident to applicable fines under the Association's enforcement procedures.

5.4 The Resident shall maintain current rabies vaccination and all other vaccinations required by applicable county or municipal ordinance for the animal and shall provide updated vaccination records to the Association upon each annual renewal or at the Association's reasonable request.

5.5 The Resident shall ensure that the Assistance Animal does not cause damage to Association property, common elements, limited common elements, or the property of other Residents. The Resident shall be solely responsible for the full cost of repair or remediation of any damage caused by the animal.

5.6 The Resident shall notify the Association in writing immediately if the approved Assistance Animal is replaced, lost, or deceased, or if the Resident seeks to keep an additional Assistance Animal. A new written request must be submitted and approved for each individual animal pursuant to Section 3 of this Policy.

5.7 The Resident shall not leave the Assistance Animal unattended in common areas, limited common elements (including, without limitation, balconies, patios, or lanais), or any other area outside the Resident's unit for extended periods of time or in any manner that creates a nuisance, safety concern, or disturbance to other Residents.

SECTION 6 — CONFIDENTIALITY

All information obtained by the Association in connection with a Resident's reasonable accommodation request — including, without limitation, the Resident's disability-related information, healthcare documentation, and the identity of any treating or recommending provider — shall be kept strictly confidential by the Association, its Board members, officers, employees, property managers, and agents. Such information shall not be disclosed to other Residents, unit owners, or any third party except as required by applicable law or pursuant to the Resident's express prior written consent. Disability-related documentation shall be maintained in a secure file separate from the Resident's general association records.

SECTION 7 — REVOCATION

7.1 Approval of an Assistance Animal accommodation may be revoked if: (a) the Resident fails to comply with one or more of the responsibilities set forth in Section 5 of this Policy; (b) the Assistance Animal poses a direct threat to the health or safety of other persons or causes substantial damage after approval has been granted; or (c) the Resident's disability-related need for the animal ceases to exist.

7.2 Prior to revocation, the Association shall provide written notice to the Resident specifying the nature of the violation or basis for revocation and providing a reasonable cure period of **not less than seven (7) calendar days** within which the Resident may remedy the identified violation. This cure period may be shortened or eliminated only where the threat posed by the animal is immediate, severe, and cannot be reasonably mitigated by other means.

7.3 Revocation authority under this Section shall not be exercised as a pretext for discrimination against any Resident on the basis of disability or any other protected characteristic under applicable federal or state law.

SECTION 8 — NO-PET RULE INAPPLICABILITY

This Policy operates independently from and, to the extent of any inconsistency, supersedes the Association's no-pet rules, pet prohibitions, breed restrictions, size restrictions, and weight restrictions as applied to Assistance Animals approved pursuant to this Policy. Assistance Animals approved under this Policy are **not** considered "pets" under the Association's Governing Documents, rules, and regulations. Accordingly, no pet fees, pet deposits, pet rent, or similar charges shall be assessed or collected in connection with an approved Assistance Animal. Notwithstanding the foregoing, Residents remain fully responsible under Section 5.5 of this Policy

for the actual cost of any damage to Association property or the property of other Residents caused by the Assistance Animal.

SECTION 9 – INTERACTIVE PROCESS

The Association commits to engaging in a timely, good-faith interactive dialogue with any Resident who submits a request for a reasonable accommodation under this Policy or who requests a modification to or variance from this Policy on account of a disability. The Board hereby designates the **Property Manager** as the primary point of contact for all reasonable accommodation requests and related inquiries. In the event the Property Manager is unavailable or where escalation is otherwise appropriate, the request shall be directed to the **Board President**. Contact information for the Property Manager and Board President shall be posted on the Association's official notice board and provided to all Residents upon request.

SECTION 10 – AMENDMENTS

This Policy may be amended, modified, or repealed by a majority vote of the Board of Directors at any duly noticed meeting of the Board at which a quorum is present. Any amendment to this Policy shall be provided to all Residents in writing or by posting on the Association's official notice board within **thirty (30) calendar days** of adoption, and shall take effect upon the date of adoption unless otherwise specified in the amending resolution.

SECTION 11 – EFFECTIVE DATE

This Resolution, and the Policy set forth herein, shall be and become effective immediately upon adoption by the Board of Directors at a duly noticed meeting at which a quorum of the Board is present and acting.

SECTION 12 — SUPERSESSION OF PRIOR INCONSISTENT POLICIES

Any prior Association policy, rule, regulation, or board resolution that is inconsistent with the provisions of this Resolution is hereby superseded and replaced to the extent of such inconsistency. All other existing policies, rules, and resolutions of the Association not inconsistent herewith shall remain in full force and effect.

ADOPTION BY BOARD OF DIRECTORS

The undersigned, constituting the duly elected and acting Board of Directors of [Association Name], hereby adopt and approve the foregoing Resolution as of the date set forth below opposite each director's signature.

PRESIDENT Printed Name: Signature: Date:	VICE PRESIDENT Printed Name: Signature: Date:
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SECRETARY Printed Name: Signature: Date:	TREASURER Printed Name: Signature: Date:
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DIRECTOR AT-LARGE Printed Name: Signature: Date:	
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ATTEST — SECRETARY OF THE ASSOCIATION

Printed Name of Secretary: Signature of ASSOCIATION SEAL (AFFIX HERE)
Secretary: Date:

Secretary's Certification

I hereby certify that the foregoing Resolution was duly adopted at a meeting of the Board of Directors of **[Association Name]** held on the date set forth below, at which a quorum of the Board was present and acting throughout, and that this Resolution has not been amended, modified, or rescinded and remains in full force and effect as of the date of this certification.

Meeting Date:

Quorum: of Directors Present

Signature of Secretary:

Printed Name:

Date of Certification:

Board Resolution No. ____ • [Association Name] • Emotional Support
Animal & Service Animal Policy

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