

Southwinds at the Moorings Association, Inc.

Policy and Procedure for Requesting a Reasonable Accommodation for an Assistance Animal as an Exemption from the Association Pet Restrictions

February 2022

Background: Southwinds at the Moorings Association, Inc. (the “Association”) restricts pets in accordance with Section 12.3 of the Amended and Restated Declaration of Condominium for Southwinds A and Southwinds B (the “Declaration”), a copy of which is attached hereto. However, under the Federal and State Fair Housing Acts, an applicant with disabilities (the “Applicant”) may request reasonable accommodation(s) in the Association’s pet restrictions when such accommodation(s) are necessary because of the individual’s disability or handicap. Such accommodation may take the form of an Assistance Animal.

Objective: To establish policies and procedures for meeting the requirements of applicable state and federal law relating to individuals with disabilities and handicaps. In order to ensure the orderly and timely processing of accommodation requests, the Association’s management company will handle receipt of requests and collection of supporting documentation, and if necessary, forward to the Association’s legal counsel for guidance concerning applicable law.

Policy: The policy of the Association is to allow reasonable accommodations to Applicants with qualifying disabilities in accordance with applicable state and federal law. The Association is an equal housing opportunity provider, and does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status.

PROCEDURE

Submittal of Request: An Applicant should complete the Association’s Form to Request an Assistance Animal (the “Request Form”). The completed Request Form should be delivered, mailed or emailed to the Association’s management company:

Southwinds at the Moorings
c/o Keystone Property Management
780 US Highway 1, Ste. 300
Vero Beach, FL 32962

Email: southwinds@keyirc.com
Telephone: (772) 569-7928
Fax: (772) 978-9273

The Association will consider all requests from Southwinds condominium unit owners, tenants, prospective purchasers with executed purchase contracts, and prospective tenants with executed lease agreements (in each case, on their own behalf or on behalf of their current or prospective guests), for a reasonable accommodation no matter how the request is made; however, use of the supplied forms will expedite the process.

Procedure for Reviewing a Request for Reasonable Accommodation: Upon an Applicant's request for a reasonable accommodation(s) for an Assistance Animal for an exemption from the Association's pet restrictions, the Request Forms will be reviewed by the Association within thirty (30) days of receipt, and the Applicant will be notified in writing of the Association's decision. If an accommodation is warranted, the Board of Directors may approve the accommodation request at its next duly noticed Board Meeting or via Unanimous Written Consent pursuant to Fla. Stat. 617.0821. If the request is approved, any condition of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

If the Request Form is incomplete or additional information is required by the Association, the review may take longer, and the Applicant will be so advised in writing.

Guidelines as to when medical documentation is required and what type of medical documentation is required. The Association is entitled to obtain information that may be necessary to evaluate whether a requested accommodation is necessary because of the Applicant's disability, as set forth in 42 U.S.C. §3602, et seq., Fla. Stat. 760.27 and applicable Fair Housing Equal Opportunity Notices, as amended from time to time. If the Applicant's disability is readily observable and if the nexus between the handicap and the request for accommodation also is obvious, then the Association will not request any additional information about the Applicant's disability or the related need for the requested accommodation.

If the Applicant's disability is not readily observable, after reviewing the submitted Request Form, the Association may request reliable information that is necessary to verify that the Applicant has a physical or mental impairment that substantially limits one or more major life activities, which is the definition of a disability under relevant federal and state law. If information on the Applicant's disability is requested by the Association, he/she may provide information verifying that he/she meets the foregoing definition of "disabled".

If the Applicant's disability is readily observable, but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability-related need for the requested accommodation. In this case, the Association will request reliable disability-related information.

To the extent that a disability is not permanent, the Association may request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation.

An Applicant's request shall be deemed to constitute the Applicant's consent to the disclosure of all documentation in support of the request to the Association's legal counsel.

Additional Information

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability or impairment, treatments available to mitigate a disability and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is Applicant's responsibility to notify the Association if Applicant needs, or no longer needs, a reasonable accommodation.

Maintaining an Assistance Animal

Should a request for a reasonable accommodation as an exemption from the Association's pet restrictions be granted, the Association reserves the right, pursuant to applicable law, to withdraw its approval at any time should the Assistance Animal not be under the Applicant's full control at all times, or should it become a nuisance or danger to others, which includes, but is not limited to: excessive barking; biting; aggressive behavior; attacking; Applicant's failure to properly dispose of excrement or waste; walking the animal in prohibited areas; failure to comply with all applicable federal, state, and local laws and regulations; not maintaining the animal on a leash (no more than 6 feet in length) or crated at all times when outside of the unit; insect/extermination problems; sanitation/odor problems, etc. Additionally, the approval of the animal may be withdrawn if the Applicant is no longer disabled.

Further, the Applicant is required to provide a color photo of the assistance animal so that it can be identified, along with the animal's current and annual vaccination, immunization, veterinarian records and required Indian River County licenses for the animal; and for service animals, all certifications or trainings the animal possesses. The Applicant is solely responsible for any and all damage caused by the animal, whether to person or property.

All information received by the Association in conjunction with a request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 720.303(5).

Southwinds at the Moorings Association, Inc. Pet Restrictions

12.3 Pets and Animals.

- A. The following shall apply to Southwinds A, A Condominium: No tenant or Occupant residing in a Unit along with a tenant, and no Guest or visitor of a tenant or Occupants residing in a Unit along with a tenant, and no Guest or visitor of an Owner or Occupants residing in a Unit along with an Owner, shall be permitted to have any pet or animal. Owners or Occupants residing with the Owner shall be permitted to have pets and animals as a privilege, but no Guests or visitor of same shall be permitted to bring any pet or animal into the Condominium. The following pets and animals which are permitted under this Section 12.3.A, are as follows:
1. Animals and pets shall be restricted to cats, birds in cages, all in reasonable numbers, fish in tanks, and hamsters, small reptiles and the like in terrariums. No such pet or animal shall be bred or kept for commercial purposes.
- B. The following shall apply to Southwinds B, A Condominium: No tenant or any Occupants residing in a Unit along with a tenant shall be permitted to have any pet or animal in a Unit. The following restrictions apply as to permitted pets and animals for Owners and Occupants residing in a Unit along with the Owner, which shall be permitted only as a privilege:
1. Animals and pets shall be restricted to dogs, cats, birds in cages, all in reasonable numbers, fish in tanks, and hamsters, small reptiles and the like in terrariums. No such pet or animal shall be bred or kept for commercial purposes. Pets brought into a Unit by a visitor or Guest shall be permitted so long as the pet or animal falls within the foregoing classifications.