

# **Lake Harbour Towers South Condominium Association, Inc.**

## **Reasonable Accommodation Rules Regarding the No-Pet Covenant (Rev. 05/2021)**

**Background:** Under Federal and Florida law, Lake Harbour Towers South Condominium Association, Inc. (“LHTS”) must grant reasonable accommodations from its *Declaration of Condominium of Lake Harbour Towers South Condominium*, recorded at Off. Rec. Bk. 2085, P. 1285, Public Records of Palm Beach County, Fla., and rules, policies, and practices (“Governing Documents”) when such accommodation is necessary to ameliorate (lessen) a disability-related limitation on a person’s major life activity. The Governing Documents prohibit animals within LHTS (“No-Pet Covenant”). LHTS can and must adopt rules, policies, and practices to enforce its Governing Documents, including the No-Pet Covenant, while granting accommodations where required by law. LHTS’s Board of Directors cannot abandon the No-Pet Covenant nor is LHTS required to abolish its No-Pet Covenant.

**Objective:** To communicate LHTS’s policy and procedures by which it navigates apparent contradictions between its No-Pet Covenant and applicable Federal and Florida law regarding assistance animals.

**Policy:** LHTS complies with Federal and Florida law while enforcing its No-Pet Covenant. Upon receipt of a request for reasonable accommodation (“Accommodation Request”), LHTS will engage in an interactive process to obtain information for a meaningful review of Accommodation Requests. Unit Owners must ensure compliance with the No-Pet Covenant and this Reasonable Accommodation Rule.

In compliance with the No-Pet Covenant, no animals are permitted in LHTS unless the particular animal is the subject of an Accommodation. Until LHTS receives an Accommodation Request regarding a particular Unit, Applicant, and Animal, animals in the Unit or brought into LHTS are subject to ordinary and full enforcement of the No-Pet Covenant. Once LHTS receives an Accommodation Request, the No-Pet Covenant will not apply to the particular Unit, Occupant, and Animal until/unless the Accommodation Request is rejected or the Accommodation is terminated.

**Accommodation Requests:** Accommodation Requests must be made in writing on an LHTS form or substitute format and provide enough information to allow LHTS to determine whether the Applicant is entitled to an Accommodation from its No-Pet Covenant. The Unit Owner must join in any Accommodation Request for the Unit Owner’s tenant or guest.

Accommodation Requests may include a supporting statement from an attending medical provider or a copy of a Social Security Disability benefits summary page with personal information redacted reflecting whether the disability is mental or physical, or other supporting documentation permitted by Florida Statute §760.27, as amended from time to time. Accommodation Requests must describe:

1. major life activity or activities limited by the Applicant’s disability;
2. the limitations on that or those major life activity(ies);
3. how the animal ameliorates (lessens) those limitations;
4. whether the disability is temporary or permanent; and,
5. whether the need for the Accommodation (animal) is temporary or permanent.

Accommodation Requests must include proof of registration and vaccination as required by the Palm Beach County Code and the Lake Park municipal code and must be delivered to The General Ledger 5646 Corporate Way WPB FL 33407 fax 561-763-1003.

**Multiple Accommodation Requests:** If an Applicant requests to keep more than one (1) Animal, then the Applicant shall be required to make an Accommodation Request for each Animal and shall be required to provide supporting documentation regarding the specific need for each Animal.

**Review :** LHTS will review each Accommodation Request and respond within a reasonable time and may consult with counsel. LHTS may require additional information, previously omitted from the Accommodation Request if necessary to reasonably aid its review. Due to the time reasonably necessary for review, Unit Owners should ensure Accommodation Requests are submitted as soon as possible.

LHTS is not liable to any party for any damages, including those related to failed or delayed closings, leases, or visits if LHTS conducts its review in a reasonable time.

**Approvals:** LHTS will communicate approvals to the Unit Owner who must notify the Applicant if the Applicant is anyone other than the Unit Owner.

**Denials:** LHTS will communicate (1) the fact of a denial to the Unit Owner and tenant/guest if applicable but (2) only more detailed information containing or referencing medical information to Applicant. LHTS may deny an Accommodation Request if the Animal poses a direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others, which threat cannot be reduced or eliminated by another reasonable accommodation.

**Periodic Review** . Annually, or sooner in the case of temporary disabilities, LHTS may ask for updates or confirmation that the legal need for the Accommodation still exists and may terminate the Accommodation if the legal need no longer exists or the Applicant is not responsive.

**Accommodation Factors.** Accommodations are limited, conditional No-Pet Covenant waivers granted to (1) a particular Applicant, (2) for a particular Assistance Animal, (3) to occupy a particular Unit with the Applicant, (4) while ameliorating a particular limitation (5) on a particular major life activity caused (6) by a particular disability.

**Accommodation Termination.** Accommodations terminate automatically on the earliest of when:

1. the Applicant no longer resides or is visiting LHTS;
2. the Assistance Animal is no longer kept inside LHTS;
3. the Disability no longer exists or no longer requires the Assistance Animal instead of more reasonable means of ameliorating major life activity limitations;
4. the Assistance Animal's registration or vaccination expires;
5. LHTS discovers fraudulent or material misrepresentations or omissions related to the Accommodation Request; or,
6. Any Accommodation Factor no longer applies or exists.

**Assistance Animals.** Assistance Animals must not cause material safety, health, sanitation, or nuisance problems ("Covenant Violations"). After a reasonable time to cure a Covenant Violation, LHTS may terminate an Accommodation and removal the Assistance Animal from LHTS for any material, related, and uncured Covenant Violation. Pertinent Covenant Violations include:

1. excessive barking;
2. biting;
3. aggressive behavior (including nipping and lunging);
4. attacking persons or other animals;
5. failure to properly dispose of excrement or waste;
6. failure to comply with registration and vaccination provisions of the Palm Beach County Code and the Lake Park municipal code;
7. not maintaining the Assistance Animal on a maximum 6-ft. hand-held leash at all times;
8. leaving the Assistance Animal unattended, permitted to run at large outside the Unit, or tied or tethered to any object;
9. insect/extermination problems;
10. sanitation/odor problems;
11. posing a direct threat to the safety or health of others or posing a direct threat of physical damage to the property of others; or
12. the inability or failure to control the Assistance Animal.

**Privacy** LHTS will not disclose the information contained in or related to Accommodation Requests except (1) as required by law or rule of court procedure or (2) to state LHTS received an Accommodation Request and whether it is under review, approved, or denied.

**Unit Owner Liability.** Accommodation Requests may be reviewed by LHTS legal counsel. Unit Owners are liable for LHTS's attorney's fees incurred in relation to unfounded, fraudulent, or misrepresentative Accommodation Requests made by the Unit Owner or the Unit Owner's tenant or guest.

# **Lake Harbour Towers South Condominium Association, Inc.**

## Medical Certification (Optional\*)

1. Applicant for Accommodation from No-Pet Covenant: \_\_\_\_\_
2. Medical Provider Name: \_\_\_\_\_
3. Applicable Florida license: \_\_\_\_\_
4. Medical Provider's specialty: \_\_\_\_\_
5. Medical Provider's office address:  
\_\_\_\_\_
6. Medical Provider's relationship to Applicant: \_\_\_\_\_
7. On or about \_\_\_\_\_ (date) I diagnosed the Applicant within a reasonable degree of medical certainty as having a Disability:  
[    ] Yes                      [    ] No
8. Within a reasonable degree of medical certainty, I concluded the Disability substantially limits Applicant's following Major Life Activities:  
\_\_\_\_\_  
\_\_\_\_\_
9. I prescribed an Assistance Animal which will ameliorate a substantial limitation on Applicant's Major Life Activity(ies) as follows:  
\_\_\_\_\_  
\_\_\_\_\_
10. Alternative treatments other than an Assistance Animal, such as medication, counseling or otherwise that within a reasonable degree of medical certainty will provide the Applicant the opportunity to use and enjoy his/her dwelling are:  
\_\_\_\_\_  
\_\_\_\_\_
11. The substantial limitation on Applicant's Major Life Activities caused by the Disability is expected to end (date or time frame): \_\_\_\_\_
12. The Applicant is required to have an animal, knowing Lake Harbour Towers South Condominium Association, Inc., has a No-Pet Covenant, for the following reason: \_\_\_\_\_
13. This Certificate is made to induce Lake Harbour Towers South Condominium Association, Inc. to grant an Accommodation to its No-Pet Covenant based upon a Disability substantially limiting one or more major life activities which does not include current, illegal use or addiction to a controlled substance.

TREATING MEDICAL PROVIDER:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

\*This form is not a requirement but intended to serve a suggested guide for answering legally permissible questions.

# Lake Harbour Towers South Condominium Association, Inc.

## Applicant Certification

Applicant for Accommodation from No-Pet Covenant: \_\_\_\_\_

1. Describe the major life activity or activities limited by the Applicant's disability:

\_\_\_\_\_  
\_\_\_\_\_

2. Describe the limitations on that or those major life activity(ies);

\_\_\_\_\_  
\_\_\_\_\_

3. Describe how the animal ameliorates (lessens) those limitations;

\_\_\_\_\_  
\_\_\_\_\_

4. Describe whether the disability is temporary or permanent; and,

\_\_\_\_\_  
\_\_\_\_\_

5. Describe whether the need for the Accommodation (animal) is temporary or permanent.

\_\_\_\_\_  
\_\_\_\_\_

6. This Certificate is made to induce Lake Harbour Towers South Condominium Association, Inc. to grant an Accommodation to its No-Pet Covenant based upon a Disability substantially limiting one or more major life activities which does not include current, illegal use or addiction to a controlled substance.

APPLICANT:

UNIT OWNER (if different than Applicant):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Unit Number

\_\_\_\_\_  
Printed Name Unit Number



**Lake Harbour Towers South Condominium Association, Inc.**

**Assistance Animal Application and Registration**

OWNER'S NAME \_\_\_\_\_ UNIT № \_\_\_\_\_

ANIMAL NAME \_\_\_\_\_ BREED \_\_\_\_\_

MALE / FEMALE: \_\_\_\_ COLOR \_\_\_\_\_ WEIGHT \_\_\_\_\_

TAG № \_\_\_\_\_ MICROCHIP № \_\_\_\_\_

VETERINARIAN \_\_\_\_\_

VETERINARIAN ADDRESS \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

**Acknowledgment**

I have received, read, and will abide by the *Reasonable Accommodation Rules Regarding the No-Pet Covenant*. I bear full responsibility for my Assistance Animal and for complying with the Governing Documents.

APPLICANT:

UNIT OWNER (if different than Applicant):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Unit Number

\_\_\_\_\_  
Printed Name Unit Number

State of Florida )

County of Palm Beach ) ss:

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ ,

who is personally known to me or who has produced \_\_\_\_\_ as identification.

[ ] Online Notarization or [ ] In Person

\_\_\_\_\_  
Notary Public, State of Florida

**PLEASE ATTACH:**

1. PHOTOGRAPH OF ANIMAL
2. VETERINARIAN'S CERTIFICATION SHOWING CURRENT VACCINATIONS
3. ANY ANIMAL'S TRAINING CERTIFICATES
4. ANIMAL'S TAG/LICENSE FROM PALM BEACH COUNTY