

Prepared by / Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

**DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
CORPORATE RESOLUTION REGARDING
ASSISTANCE ANIMALS**

Upon motion duly made by Mark Seyller, duly seconded by Mike Garner, the following Resolution regarding the policy of the Board of Directors was adopted by at least a majority vote of the Board of Directors.

WHEREAS, **DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.**, is the entity charged with the operation and maintenance of the Property known as Dunedin Palms, and is empowered to enforce the restrictions of the Master Occupancy Agreement, the Association's Bylaws, and Rules and Regulations of the Park; and

WHEREAS, the Association has a restriction prohibiting certain pets on the property; and

WHEREAS, the Board acknowledges that in certain circumstances Federal and Florida law may require that a reasonable accommodation be granted to an individual with a disability to allow such individual to have an animal despite it otherwise being a violation of the pet restriction; and

WHEREAS, the Board wishes to adopt a uniform registration form to be completed by any individual requesting he or she be allowed to have an animal as a reasonable accommodation and the Board will review same, along with any documentation provided to substantiate the need for the requested accommodation.

WHEREAS, the Board wishes to further clarify the reasonable restrictions that will pertain to reasonable assistance animals, **unless there is a compelling reason why such restriction(s) should not apply in a particular instance**; and

WHEREAS, the Board has carefully considered and approves the following rules and regulations pertaining to assistance animals allowed as a reasonable accommodation to a disabled individual;

NOW, THEREFORE, be it resolved by the Board of Directors of **DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.** in a regularly scheduled meeting this 19th day of December 2018:

1. The above findings of fact are hereby incorporated into this Resolution.
2. Animal owner shall annually complete and sign the uniform registration form adopted by the Board of Directors to indicate that he or she still owns the animal, his

or her acknowledgement of these rules, and that required vaccinations and licensing are current, and shall provide an updated photograph of the animal.

3. Any animal that is permitted outside of the unit shall be required to wear a collar with identification information for the animal and the name, address, and telephone number for the animal's owner.
4. The animal will not be left outside of the unit and will not be left alone in the unit for more than ten (10) consecutive hours or overnight.
5. The animal will be leashed and restrained and under control at all times when outside of the unit and on the Park Property and the leash shall not extend more than six (6) feet.
6. The animal's waste shall be picked up, bagged and sealed, and properly disposed of in garbage containers. Without limiting the ability to impose fines for other violations of rules and regulations, the owner of the animal is hereby specifically notified that failure to remove and properly dispose of the animal's waste may result in the imposition of waste removal fines and/or waste removal fees in an amount as may be determined by the Board of Directors from time to time. Waste removal fines shall only be levied after notice and an opportunity for hearing before a fining committee established in accordance with Florida law, but waste removal fees may be imposed in relation to costs actually incurred by the Association in removing such waste.
7. The animal will not be allowed to bark or howl or make other noises excessively or otherwise infringe on the quiet enjoyment of other residents, be aggressive, or to otherwise become a nuisance or danger to other residents or their guests or invitees. Failure to remedy a nuisance after written warning may result in the Association demanding the immediate removal of the animal. If the animal exhibits aggressive behavior, the Association may demand immediate removal of the animal.
8. The animal and owner must comply with Pinellas County ordinances and similar regulations relating to licensing, vaccinations, control, and other matters pertaining to safety.

A copy of this Resolution shall become a part of the corporate records of the Association and shall be kept with the other policy resolutions and the rules and regulations provided for herein shall have the same force and effect as if set forth in the Association's rules and regulations.

This Resolution shall be signed by the President of **DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.**, and may be recorded in the Public Records of Pinellas County, Florida, but recording shall not be required.

A copy of this Resolution shall be furnished to any owner or tenant requesting a reasonable accommodation to have an animal on the Association Property that would otherwise be prohibited by the pet restriction.

**DUNEDIN PALMS HOMEOWNERS
ASSOCIATION, INC.**

Bruce Russell
Witness Signature #1

BRUCE RUSSELL
Witness Printed Name #1

Michael Garner
Witness Signature #2

MICHAEL GARNER
Witness Printed Name #2

By: MARK SEYLLER
Mark Seyller, President

Attest:

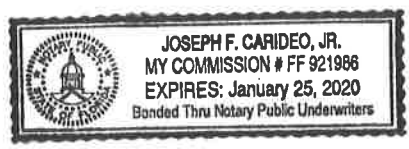
Rebecca Seyller
Rebecca Seyller, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by MARK SEYLLER, as President, and Rebecca Seyller, as Secretary of **DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

NOTARY PUBLIC:

Joseph F. Carideo
State of Florida at Large



DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
WAIVER FOR EMOTIONAL SUPPORT/SERVICE ANIMAL

Owner(s): _____

Unit #: _____

Date: _____

This waiver is being granted by the Board of Directors in compliance with the existing Federal and State Statutes regarding "Emotional Support Animals."

This waiver is subject to the restrictions listed below:

1. The animal must be licensed and current with all required shots and vaccinations and the Board may require proof of same be provided by owner as verified by a licensed veterinarian.
2. This reasonable accommodation is granted only as to the particular animal currently owned by the owner. A separate application, documentation, and waiver will be required for any replacement animal.
3. The animal is required to wear a collar with identification information for the animal and the name, address and telephone number for the animal's owner and must be on a leash no longer than six (6) feet long at all times when outside the owner's unit.
4. The owner must pick up all animal waste immediately and dispose of the waste properly.
5. The animal cannot make noise which disturbs the peace and tranquility of other owners or create a nuisance or danger to others.
6. The animals may not be kept unattended outside of the unit and may not be left alone in the unit for more than ten (10) consecutive hours or overnight.
7. The accommodation is being made to the owner who qualifies for the exemption under Federal and State Fair Housing Laws and to no other owner/occupant of the unit. When

the owner entitled to the reasonable accommodation is no longer in residence in the unit, the animals shall be removed.

8. Owner agrees that he or she shall indemnify and hold the Association harmless for any damages or personal injury caused by the animals and shall promptly reimburse the Association for any costs incurred by the Association to make repairs as a result of or arising out of the animals being on the premises.
9. If the Board receives any complaints regarding the Owner's failure to abide by the restrictions listed above, the Owner will be notified in writing of the complaint(s) and directed to correct the problem. If the Owner fails to correct the problem, and the same problem persists, the Board may take appropriate action to have the animals removed.
10. To the extent it is necessary to institute legal action to enforce the provisions herein, the Owner shall bear any reasonable attorney's fees and costs incurred by the Association.

I understand and agree to comply with the above listed restrictions:

Owner Signature

Date

DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
c/o Ameri-Tech Property Management, Inc.
24701 U.S. Highway 19 North, Suite 102
Clearwater, Florida 33763

In order for Dunedin Palms Homeowners Association, Inc., to grant your request to keep a service or emotional support animal in your unit within Dunedin Palms Homeowners Association, Inc., your Association requires you and a medical provider with knowledge about the subject disability and the manner in which an animal can ameliorate the effects of the disability, to complete the below forms. These forms will be kept confidential to the extent required pursuant to the Chapter 619 of the Florida Statutes regarding Cooperatives.

After both you and your medical provider have completed the forms below, **please have your medical provider** return both forms to: Dunedin Palms Homeowners Association, Inc., c/o Ameri-Tech Property Management, Inc., 24701 U.S. Highway 19 North, Suite 102, Clearwater, FL 33763.

PART I: TO BE COMPLETED BY RESIDENT

Name: _____ Property Address: _____

Description of Animal (species, breed, weight, color, age, etc.) _____

Description of Limitation: _____

I have had one or more accommodations in the past for my limitation:

_____ Yes _____ No The accommodation was: _____

RELEASE: I hereby authorize the release of the medical information identified in this form to Dunedin Palms Homeowners Association, Inc. and authorize Dunedin Palms Homeowners Association, Inc., or its agents, to contact the medical provider below and obtain additional information, if necessary, regarding my reasonable accommodation request, authorize the medical provider below to discuss the medical information identified in this form with Dunedin Palms Homeowners Association, Inc. or its agents, and authorize Dunedin Palms Homeowners Association, Inc. to disclose the medical information in this form to the extent allowed pursuant to the Florida Law, Chapter 619 et seq.

Signature of Resident Requesting an Accommodation

Date

PART II: TO BE COMPLETED BY MEDICAL PROFESSIONAL

**DISABILITY VERIFICATION
SERVICE/SUPPORT ANIMAL**

I, _____ am a licensed physician/health care provider and I have been a treating physician/health care provider treating (Patient's Name): _____ disability, since _____, _____. My license number is: _____. I am familiar with the Federal Fair Housing Act which permits emotional support and service animals. The Act defines a person with a disability to include (1) individuals with physical or mental impairments, (2) individuals who are regarded as having such an impairment, and (3) individuals with a record of such impairment. Under the Federal Fair Housing Act, the **disability must "substantially limit" one or more "major life activities."** The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. (This list of major life activities is not exhaustive.)

Under normal circumstances, the Association's governing documents would require the Association to prohibit allowing the animal in Dunedin Palms Homeowners Association, Inc. if such animal was over a certain weight limit. However, under the Federal and Florida Fair Housing Acts, if an individual with a disability requests a reasonable accommodation, including, but not limited to keeping an animal, in violation of the Association's governing documents, the Association must consider the request. To do this, we must verify that the individual qualifies under the Federal and Florida Fair Housing Acts and requires an accommodation in order to have an equal opportunity to use and enjoy his/her dwelling.

Therefore, the Association requests that you respond to all of the following questions:

1. Is above named resident disabled, as defined by the Federal Fair Housing and Florida Fair Housing Acts? _____ Yes _____ No
- 1a. If yes, please state the disability that substantially limits one or more of the above named resident's major life activities: _____

- 1b. If yes and you deem appropriate, please attach any additional information to this request and/or provide any other information you deem appropriate regarding his/her disability below:

2. How long have you treated the above named resident for his/her disability?

3. When was the last time you treated the above named resident?

4. In your professional opinion, does the above named resident need the above described animal in order to have equal opportunity to use and enjoy his/her dwelling in Dunedin Palms Homeowners Association, Inc.?
_____ Yes _____ No

Please describe in detail the manner in which the requested accommodation will affirmatively enhance the above-named resident's quality of life by ameliorating the effect of the disability: _____

If the request is granted, will the named resident be able to obey the Association's pet rules that are attached to this form? _____ Yes _____ No

If you marked No, explain in detail why and what variance you recommend:

5. Can the above named resident's disability be otherwise accommodated to have an equal opportunity to use and enjoy his/her dwelling in Dunedin Palms Homeowners Association, Inc. without the animal? _____ Yes
_____ No

If Yes, please describe: _____

6. Would you be willing to testify in a proceeding or sign an affidavit as to the above named Resident's need for the requested accommodation? _____ Yes _____ No.

By signing below, I acknowledge and agree that to the best of my knowledge the above information is true and accurate based on my professional medical opinion.

Signature of Medical Professional

Date

Print Name: _____

Firm/Organization: _____

Title: _____

License Number: _____

Address: _____

Phone Number: _____

