

**BRIAR CREEK MOBILE HOME COMMUNITY I, INC.**  
**A RESOLUTION REGARDING SERVICE AND EMOTIONAL SUPPORT ANIMALS**

**WHEREAS**, the Declaration of Condominium of Briar Creek Mobile Home Community I, Inc., A Condominium (the “Association”) establishes that the Board of Directors are responsible for the operation of the property subject to the Declaration, and for enforcement of its rules and policies on matters of common interest to its residents; and

**WHEREAS**, the Board of Directors of the Association is responsible for determining policy, and for enforcement of its Rules and Regulations on matters of common interest relating to the Condominium property; and

**WHEREAS**, the Declaration of Condominium and the Rules and Regulations of the Association contain certain restrictions concerning pets; and

**WHEREAS**, the Fair Housing Act (42 U.S.C. §§ 3601 – 3619) prohibits discrimination in housing based on disability; and

**WHEREAS**, for the protection of the Association and its fiduciary duty to enforce the Declaration and Rules and Regulations as written or amended from time to time, the Board of Directors wishes to confirm the Association’s policy relating to any medically certifiable disabled residents in the community who has requested an accommodation to the Association’s pet restrictions.

**NOW, THEREFORE**, be it resolved by the Board of Directors as follows:

1. The following requirements are intended to be instructive, but not necessarily all inclusive depending upon the facts of a particular case.
2. Each request for a service or support animal will be reviewed by the Association and/or the Association’s legal counsel on a case by case basis. Each request should be submitted at least two (2) weeks before the desired accommodation is required to allow the Association and/or the Association’s legal counsel a reasonable amount of time to review the request.
3. Any resident desiring to keep a service or support animal in his or her unit, which animal does not conform to the Association’s pet restrictions, must request the accommodation in writing and provide sufficient credible facts and medical documentation to warrant an accommodation under the Federal and State Fair Housing Acts. Such documentation must show a relationship between the medical disability and the need for the service/support animal to accommodate the disability, so that the disabled resident is afforded an equal opportunity to use and enjoy the property and/or common elements, which that individual would not otherwise have absent the accommodation.
4. The requested accommodation must be reasonable.
5. The request accommodation, if granted, only extends to the individual requesting

the accommodation, and is permitted only as long as that individual occupies the unit/premises.

6. An individual requesting an accommodation may be responsible for the direct costs associated with the accommodation where such is permitted under the FHA and other, applicable authority(ies).

7. The owner is responsible for compliance with all applicable local codes and ordinances relating to animals, including any restrictions that may prohibit animals in public areas. The service/support animal must be inoculated as required by law, and licensed by the County.

8. A photograph of the service/support animal, along with proof of current immunization and proper licensing must be submitted to the Board of Directors of the Association prior to the accommodation being granted.

9. Excluding ordinary and customary temporary absences associated with day-to-day living, the service/support animal is not be permitted to reside in the condominium in the owner's absence for any prolonged period of time.

10. No service/support animal may create a nuisance, unreasonably disturb the peaceful enjoyment of the property by other individuals on the property, or pose a danger to such individuals. Should the service/support animal disturb the peaceful enjoyment of the condominium by others, the accommodation will be deemed "unreasonable" and the Association may demand removal and/or replacement of the animal with one that does not create an unreasonable nuisance in the community.

11. In consideration of the needs of other individuals lawfully using the property with allergies or other health concerns that may be inflamed by animal fur or dander, the service/support animal may not be permitted in certain common areas, including the clubhouse or pool area, without a specific identifiable need for assistance from the animal while the disabled resident is using such areas.

12. Where consistent with the medical documentation, the service/support animal shall be transported to and from the disabled resident's unit in a proper carrier or it shall be leashed at all times when not in the unit. The resident, or another responsible party, must maintain complete control over the animal at all times. No service/support animal is permitted to roam the common elements without being under the control of the owner, nor permitted to be left outside unattended.

13. Whenever possible and reasonable, service/support animals should be walked in the designated "pet" portion of the community. The service/support animal shall not be allowed to relieve itself anywhere on the property except in the designated area(s) approved by the Board of Directors, and any excrement must be immediately removed and disposed of properly. Any excrement must be immediately removed and disposed of properly.

14. In the event the service/support animal expires, or is otherwise permanently

removed from the property, it may not be replaced without further approval from the Board of Directors (which approval shall not be unreasonably withheld).

15. The Board of Directors may adopt and amend additional rules and policies relating to service and support animal accommodations from time to time, including rules and policies related to designated areas where the animals shall be permitted access.

**IN WITNESS WHEREOF**, the Board of Directors has adopted this Resolution on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BRIAR CREEK MOBILE HOME  
COMMUNITY I, INC., A CONDOMINIUM

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary