## KEY TOWERS SOUTH

## RULES AND POLICIES FOR ASSISTANCE AND SERVICE ANIMALS

APPROVED BY THE KTS BOARD ON AUGUST 26, 2022

In compliance with state and federal Fair Housing laws, and the ADA to the extent applicable, Key Towers South Owners Association, Inc. adopts the following policies and rules.

Article X(b) of the Declaration of Condominium prohibits all pets except a reasonable number of caged birds and fish. (The Pet Policy).

An owner or tenant has the right to request an accommodation from The Pet Policy. The request shall be in writing and addressed to management personnel. The communication shall make clear that the person is requesting an exception to The Pet Policy because of an asserted disability.

Persons requesting an accommodation shall be aware of the following of the following statutory provisions:

413.08(9) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

817.265 False or fraudulent proof of need for an emotional support animal. A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal under s. 760.27, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability-related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. In addition, within 6 months after a conviction under this section, a person must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

In the event the person’s disability is readily apparent or known, and the need for the accommodation is also readily apparent or known, such as, but not limited to, a request for a seeing-eye dog by a person with a sight disability, no further information shall be necessary or requested and the person with disability shall be granted the accommodation subject to the rules hereinafter set forth.

In the event the person’s disability is not readily apparent or known, the person with disabilities shall provide supporting information to establish that the person meets the legal definition of disability. Supporting information shall be provided in the manner, or by a person, authorized by Section 760.27(2)(b), Florida Statutes, a copy of which is attached to this Policy Statement.

In the event the person’s disability is readily apparent or known, but the need for the accommodation is not readily apparent or known, the person with disabilities shall provide supporting information to enable the Association to evaluate the disability-related need for the particular emotional support or assistance animal. The supporting information must be provided by a person authorized in Section 760.27(2)(c), Florida Statutes and identify the particular assistance or therapeutic emotional support provided by the specific animal.

As to service animals under the ADA, the person with disabilities shall provide information to establish: (1) that the dog is a service animal required because of a disability, and (2) to describe the task or work that the dog is trained to do.

Information provided by or on behalf of a person requesting an accommodation to allow a service or assistance animal shall be kept confidential and will not be accessible by other lot owners or third parties unless they need the information to make or assess a decision to grant or deny a reasonable accommodation (e. g. counsel for the Association) or disclosure is required by law (e. g. a court-issued subpoena).

If the Association, through action of its President or Vice-President, in accordance with this policy, with the input from Association counsel as necessary, approves the requested accommodation of an assistance or service animal, the following rules and Declaration provisions apply:

* No animal may be permitted to use the common areas except when on a leash and under control at all times and then only so long as the animal does not make a mess or otherwise disturb the common areas. Control means the animal is either being carried by a human or on a leash which leash is at all times in the possession and control of a human. Control includes taking such actions as necessary to prevent the animal from lunging at or jumping on any other person or animal.
* No nuisance animal behavior is permitted. Nuisance is defined as, but not limited to: animal aggressiveness, biting, allowed to run/walk off a leash, continued loud noises or continued barking inside or outside the Unit, not house broken, lacking proper inoculations, and animal waste left on the Condominium property not picked up and disposed of properly by the animal’s custodian.
* Owners are required to carry the implements necessary for cleaning up after their animal. Dog waste must be collected and deposited in the trash in a secured plastic bag.
* Cat litter must be put in a secured plastic bag and deposited in the trash.
* Emotional Support/Comfort animals are not permitted in the swimming pool or the pool deck.
* Tethered and leashed Service Animals are permitted on the pool deck. State regulations, however, require that they remain at least four feet away from the pool unless this impedes the task the animal is trained to do.
* Due to the concern for neighbors and potential nuisance problems, patios, lanais, terraces, balconies and other areas located outside the closed air conditioned portion of a unit may not be used for housing animals when the owner is not present with the animal. No dog shall be housed or treated in a manner that results in unreasonable, persistent or continuous barking.
* The owner of the assistance or service animal shall obtain and maintain all licenses, permits, vaccinations, and inoculations for the animal required by any entity, including but not limited to, the State of Florida, Sarasota County and/or the City of Sarasota.
* The owner of an animal shall indemnify and hold the Association harmless against any liability and expense of whatsoever kind or nature, including reasonable attorney’s fees, directly or indirectly, arising out of or in connection with the actions of an animal upon the Condominium property. The owner of an animal shall bear complete responsibility for the actions of his/her animal, including the responsibility for performing any necessary inoculations and paying for any damage caused by the animal.
* As provided in Section 760.27(4), Florida Statutes, a person with a disability or a disability-related need shall be liable for any damage done to the common areas or any unit by his or her support animal. The cost to repair damage to the common areas or a unit caused by animals will be billed to the responsible owner and shall paid within ten (10) days.
* Should the assistanceor serviceanimal become a nuisance or exhibit hostility to any person within the Community, or should the owner otherwise fail to follow the applicable rules concerning animals, such violation(s) will be enforced in accordance with the provisions of the governing documents and all applicable laws. Moreover, in the event of a multiple violations, or a clear and substantial threat to the safety of residents based on prior documented behavior of the assistance or service animal, the owner may be required to remove the assistance animal from the Community.