



October 19, 2023

ARTICLE IV.

PET POLICY AND REASONABLE ACCOMMODATION POLICY FOR ASSISTANCE ANIMALS

(TO REFLECT THE JANUARY 28, 2020 Notice: **FHEO-2020-01**, ISSUED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

A. ALLOWABLE PETS

To ensure the health, safety and enjoyment of its owners, residents, tenants and employees, The Reef Associates, Inc. (“RAI”) adopted and thereafter promulgated, The Reef Condominiums Rules & Regulations (“Rules & Regulations”), as amended on March 16, 2023, limiting its pet policy to no more than two indoor cats per unit. No other pets or animals are permitted in the unit or on other parts of The Reef property. In addition, Reef residents’ or owners’ fostering, watching, boarding, caretaking, or providing any temporary custodial care of dogs or other pets or animals not registered to residents of The Reef, are prohibited. Many owners, residents and tenants consciously made their decisions to purchase, rent, and live at The Reef specifically because of The Reef’s limited pet policy. However, RAI also has a policy and a legal obligation in its provision of housing to not discriminate against persons, including individuals with disabilities¹.

B. REASONABLE ACCOMMODATION INTRODUCTION

The Federal Fair Housing Act (“Housing Laws”) requires housing owners and managers to provide reasonable accommodations for residents who have disabilities that require an Emotional Support or Service animal (collectively referred to herein as “Assistance Animal”). The Housing Laws define a person with a disability as “a person who has a physical or mental impairment that substantially limits one or more major life activity,² a person who is regarded as having such an impairment, or a person with a record of such an impairment.”

RAI is committed to ensuring that individuals with disabilities may keep such animals, granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at The Reef. RAI will promptly review and act on every application that has been submitted in accordance with the existing policy.

¹ “A disability is a physical or mental impairment that substantially limits one or more major life activities.” See 24 C.F.R. § 100.201 and January 28, 2020 HUD Notice: **FHEO-2020-1**, at page 3, footnote 7.

² Major life activities “are: seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, speaking, and working.” See 24 C.F.R. §100.201(b) and January 28, 2020 HUD Notice **FHEO-2020-01**, at page 18.

Reasonable accommodations may include waiving or varying the RAI's Rules & Regulations to allow a resident with a disability to keep an Assistance Animal in that resident's unit. An "Assistance Animal" may be a service animal or an emotional support animal. The Housing Laws do not allow RAI to regard Assistance Animals as pets under RAI's presently existing limited no-pet policy.

If a resident with a disability requests a reasonable accommodation for an Assistance Animal, RAI may request information regarding both the disability and the disability-related need for the animal. See January 28, 2020, HUD Notice: **FHEO-2020-01**, at page 9. When an applicant requests a reasonable accommodation for an Assistance Animal, RAI may request reliable documentation from a treating medical doctor, health or social service professional³ who has direct, personal and reliable knowledge demonstrating that (1) the resident has a disability, and (2) the animal would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability. See January 28, 2020, HUD Notice: **FHEO-2020-01**, on pages 11, 16, 17.

C. REQUESTS FOR REASONABLE ACCOMMODATION FOR AN ASSISTANCE ANIMAL

A resident with a disability who wishes to seek a reasonable accommodation should (1) inform RAI's General Manager of the resident's need for an Assistance Animal, (2) request a reasonable accommodation, and (3) provide reliable documentation so RAI may consider the request. To that end, RAI has developed an "*Application For An Assistance Animal*" (See Appendix 2A) which a resident with a disability may use to make a reasonable accommodation request for an Assistance Animal. If you require assistance in completing the form, please contact Management at (340) 773-9200. RAI will keep a record of all requests. **Unit Owners are responsible for the completion of the Authorization Form when they rent (short term or long term) their unit, whether through an agent or by themselves.**

Service Animal

In the case of an applicant who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability, the Association may require that the resident provide reliable documentation:

- i. from a health or social service professional indicating that the resident has a disability, and
- ii. that the animal has been individually trained to do work or perform tasks that would alleviate one or more symptoms or effects of the disability, or that the animal, despite lack of individual training, is able to do work or perform tasks that would alleviate one or more symptoms or effects of the disability.

³ "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

Emotional Support Animal

In the case of an applicant who requests a reasonable accommodation for an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of the resident's disability, RAI may require reliable documentation from a health professional demonstrating that:

- i. the health care professional has a professional relationship providing health care or disability-related services to resident who has a disability, and
- ii. the animal requested would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability. January 28, 2020 HUD Notice: **FHEO-2020-1** at pages 16-17.

In the case of an Assistance Animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a resident with a physical disability, RAI may require compliance with either of the two preceding paragraphs, but not both.

D. RAI'S PROCESSING AND CONSIDERING OF REQUESTS FOR REASONABLE ACCOMMODATIONS

In processing requests for Assistance Animals, RAI will take reasonable measures to protect the confidentiality of any information and documentation disclosed in the requests. Such measures may include limiting access to the requests and supporting information to persons that RAI specifically designates to deal with requests for reasonable accommodations. Those persons whom RAI so designates will disclose information only to the extent necessary to determine whether RAI should grant or deny the request and keep written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

Once RAI has received a request and the supporting documentation, RAI will make a reasonably prompt decision (normally within 10 days) on your request. If the request is time-sensitive, please let us know and we will endeavor to expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. Prior to denying a request, RAI will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the resident's disability-related needs. RAI recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If a request is denied, RAI will include an explanation for the denial in the written notification of denial. If a person with a disability believes that RAI has denied a request unlawfully or that RAI delayed its response unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street SW
Washington, DC 20410
(800) 669-9777
<https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>

When RAI grants a request for a reasonable accommodation for an Assistance Animal, then, as a condition to permitting the resident to bring the Assistance Animal onto The Reef property, RAI may require the resident to:

1. Confirm the identity of the Assistance Animal with RAI every twelve months;
2. Provide copies of rabies vaccinations every twelve months;
3. Agree to indemnify and hold harmless The Reef and RAI for damages or personal injury that the Assistance Animal causes (See Appendix 2B); and
4. Agree to pay all attorneys' fees and costs The Reef and/or RAI may incur in defending against allegations that the Assistance Animal caused damage or personal injury.

E. RESPONSIBILITIES OF RESIDENTS

RAI requires all owners and residents, including those with and without Assistance Animals or with pets, to conduct themselves in a civil and courteous manner at all times, as is reasonable among neighbors living in close proximity to one another. RAI requires all owners and residents to recognize and respect the legally protected rights of residents with Assistance Animals, and all residents with Assistance Animals to recognize and respect the rights of all other owners and residents as well as their expressed health and safety concerns regarding animals. RAI requires all owners and residents to cooperate with each other to resolve any issues that may arise regarding such rights.

Responsibilities of the Unit Owner, the Resident with, and the owner of, the Assistance Animal or pets include ensuring that:

1. The animal shall be controlled at all times and will not leave the animal unattended outside of the resident's dwelling unit on The Reef property;
2. The animal is kept under the direct control of the Unit Owner, resident with, or owner of, the animal at all times when outside the resident's dwelling unit;
3. All animals must be properly attended, leashed and/or harnessed while in the common areas of The Reef;

4. The Unit Owner, resident with, and owner of, the animal bear exclusive responsibility for cleaning up the animal's bodily wastes, and if they require assistance with cleanup of the waste, the Unit Owner, resident with, or owner of the animal will make the necessary arrangements at such Unit Owner's, resident's and/or owner's sole expense;
5. Animals shall not be kept, bred or used for any commercial purpose;
6. Animals shall not be exercised in common areas in general, and specifically the following areas:
 - a) On the golf course.
 - b) In the grassy areas facing the golf course and driving range fronting villas 127-150 and 434-451.
 - c) In the pavilion and pool area or in the attached parking area.
 - d) Alongside any steps or walkways leading from individual villas or groups of villas to parking or common areas.
 - e) Near the office, tennis courts, restaurant, pro shop or sandwich shop.
7. Animals may be exercised in the following areas:
 - a) Alongside any roadway, driveway and parking area except as noted in 6(d).
 - b) Alongside the roadway behind the gate opposite the pool entrance, leading to the water tank.
 - c) Outside the fence along East End Rd., and Meggie Hill Rd.
 - d) Alongside the west end of the beach/restaurant parking lot.
8. No Animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to, the following:
 - a) Animals whose unruly behavior causes personal injury or property damage;
 - b) Animals who make noise continuously or incessantly for a period of ten (10) minutes or intermittently for a period of two (2) hours or more, to the disturbance of any owner, resident, tenant or guest at any time of day or night;
 - c) Animals in common areas that are not under the complete physical control of a responsible human companion and either: (1) on a hand-held leash or harness of no more than six (6) feet in length or (2) in an appropriate carrier;
 - d) Animals that relieve themselves on walls or floors of common areas;
 - e) Animals that exhibit aggressive or other dangerous behavior; or
 - f) Animals that are conspicuously unclean, pest-infested, malnourished or abused.

Any damage caused by an Assistance Animal or pet to another owner, resident or tenant's person or property, or to the common areas of The Reef, shall be the sole responsibility of the owner or custodian of the Assistance Animal or pet.

F. ENFORCEMENT OF POLICY REGARDING PETS AND ASSISTANCE ANIMALS

The Board of Directors has the authority to assess and collect fines for violations of the community rules and restrictions about animals, to assess and collect amounts necessary to repair or replace damaged areas or objects, and for any legal fees RAI incurs in collection and enforcement of these regulations.

The General Manager is empowered to enforce all rules and regulations. Any infraction must be put in writing, dated, signed with identifying Owner information, and presented to the General Manager who will notify that Board.

1. Authorized Fines:
 - a) Bringing an animal on Reef property without prior approval \$500.00 per animal billed to Owner, and a fine of \$100.00 per animal for each day the animal remains on the Reef property.
2. *First Violation* of this Policy - The Animal's Owner (and Unit Owner if applicable) will receive written notice of the violation along with the requirement that the violation be cured immediately and shall be advised that further violations may result in revocation of permission.
3. *Second Violation* of this Policy – The Animal's Owner (and Unit Owner if applicable) shall be sent a second notice of violation via certified mail advising them that any further violations of this Policy may be subject to revocation of permission.
4. *Third Violation* of this Policy – The Animal's Owner (and Unit Owner if applicable) shall be sent a third notice of violation via certified mail advising the Animal's Owner and Unit Owner that permission to bring the animal to The Reef has been revoked. The Owner shall have the right to request a meeting with the Board within thirty (30) days of receipt of third notice to discuss the violation.
5. The Board of Directors may require the permanent removal of any animal if such animal is determined by the Board to be a nuisance or a danger to the community and its residents, or if the Owner receives three (3) or more notices of violations of these policies within a six (6) month period. If so determined, the Animal's Owner will have ten (10) days to remove the animal from the premises. The Unit Owner will be assessed a fine of \$100.00 per day for each day the animal remains on the premises after permission has been revoked, but not to exceed a cap of \$3,000.00.
6. Owners who fail to cure the violation may be subject to legal action and will be responsible for reimbursing RAI for all legal fees and costs associated with such enforcement.

G. SEVERABILITY

Invalidation of any term or provision of this Policy by judgment or otherwise shall not affect any other term or provision of this Policy, and this Policy shall remain in full force and effect except as to any terms and provisions which are invalidated.

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