

**RESOLUTION OF BOARD OF DIRECTORS OF  
HILLSBORO COVE CONDOMINIUM ASSOCIATION, INC.  
REGARDING REASONABLE ACCOMMODATION FOR SERVICE/SUPPORT  
ANIMALS POLICY**

**WHEREAS**, Article 10.1(c) of the Declaration of Condominium of Hillsboro Cove prohibits pets (except for small caged birds) (“No Pet” provision); and

**WHEREAS**, the policy of the Board of Directors of Hillsboro Cove Condominium Association, Inc. (the “Association”), is to make every attempt to provide reasonable accommodations to disabled residents in accordance with state and federal law; and

**WHEREAS**, the Association acknowledges that it has the authority to make a reasonable accommodation to its No Pet provision pursuant to the Federal Fair Housing Act, 42 U.S.C. 3601, *et. seq.*, and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time, to afford a disabled resident an equal opportunity to the use and enjoyment of his or her unit in the Association; and

**WHEREAS**, the Association has the right and desires to conduct a meaningful review of any resident’s written request for a reasonable accommodation to maintain a Service/Support Animal, to ensure that the request complies with the requirements of the Federal Fair Housing Act, 42 U.S.C. 3601, *et. seq.*, and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time; and

**WHEREAS**, the Association desires to establish a policy and procedure with respect to the manner and process for handling requests for reasonable accommodations to the Association’s No Pet provision to maintain Service/Support Animals; and

**WHEREAS**, the Association reasonably believes that such policy will benefit the community as a whole, is compliant with federal and state laws, and does not unreasonably interfere with the rights of any owner or resident ; and

**WHEREAS**, the Board of Directors, acting on behalf of the Association, has the requisite authority to take all actions necessary to execute this Resolution and authorize all actions contemplated within this Resolution;

**NOW, THEREFORE**, in accordance with the foregoing recitals, the Board of Directors of Hillsboro Cove Condominium Association, Inc., a Florida not-for-profit corporation, hereby adopts, approves, and certifies the following resolution:

**RESOLVED**, that the Association, through its Board of Directors hereby adopts the policy set forth herein and attached hereto as Exhibit "A", with regard to Reasonable Accommodations for Service/Support Animals:

1. The policy of the Hillsboro Cove Condominium Association, Inc., through its Board of Directors is to make every attempt to provide reasonable accommodations to disabled residents in accordance with state and federal law.
2. Pursuant to Article 10.1(c) of the Association's Declaration, except for small caged birds, pets are not permitted anywhere in the condominium buildings or grounds, including the recreational area. However, upon written request of a resident with a verifiable disability, the Board of Directors may permit a "Service Animal" or a "Support Animal" to be kept as a reasonable accommodation when such accommodation is necessary under Federal and State fair housing laws to afford the Resident an equal opportunity to the use and enjoyment of his or her unit.
3. A resident requesting a reasonable accommodation to maintain a Service or Support Animal must meet all of the requirements set forth in the Federal Fair Housing Act, 42 U.S.C. 3601, *et. seq.*, and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time. The resident's written request for a reasonable accommodation to maintain a Service/Support Animal must provide the following:
  - A. Written information from a health care provider indicating that the resident:
    - i. Meets the definition of a "Disabled Person" under all applicable fair housing and disability legislation, including specifically that the disability substantially limits the resident from performing one or more major life functions;
    - ii. That the Service or Support Animal requested is absolutely necessary for the well being of the requesting resident and for ameliorating the disability which is impairing a major life function of the resident; and
    - iii. That the presence of the Service or Support Animal is necessarily and directly related to the requesting resident's disability; and
    - iv. That other alternative treatments and therapies which would not constitute a violation of the Association's governing documents have been tried and were insufficient to ameliorate the resident's disability; and

v. Any such other information as may reasonably be required by the Board in order to afford the Board an opportunity to meaningfully review the resident's request.

- B. A Veterinary Health Certificate for the proposed Service or Support Animal reflecting the breed, sex and current weight of the animal and the maximum weight at maturity, as well as providing proof of current vaccination in compliance with all local ordinances and proof that the Service/Support Animal has been spayed or neutered;
  - C. A photograph of the Service/Support Animal, if already acquired. (If Service Support Animal is not already acquired, a photograph of the animal must be provided prior to the animal being brought onto the Property.)
4. Upon receipt of the resident's written request and all accompanying information required by the Board, the Board may provide a reasonable accommodation if it finds that:
- A. The resident has a verifiable disability under Federal and/or State law;
  - B. The accommodation requested is reasonable and necessary for the disabled person's ability to perform major life functions;
  - C. The requested accommodation does not cause an undue financial or administrative hardship to the Association; and
  - D. There is an identifiable relationship between the requested accommodation and the amelioration of the disability.
5. To the extent the information included in the healthcare provider's note/letter submitted by the requesting resident lacks sufficient detail to permit meaningful review of the accommodation request, the Board may request additional information from the healthcare provider (including, but not limited to, requesting the healthcare provider to complete a certification form –as provided by the Board, containing information sufficient to allow meaningful review of the owner's request.
6. If a majority of the Board approves the resident's request to maintain a Service or Support Animal as a reasonable accommodation for a disability, the resident and Association may enter into a Service/Support Animal Agreement outlining the rights and responsibilities of both parties relating to the particular Service/Support Animal and accommodation. All terms and conditions will be determined on a case by case basis and will be based upon the individual needs of the Resident.

7. No Service/Support Animal may be permitted to become a nuisance. No Service/Support Animal may be kept or maintained inside of a unit or upon the common elements until: (i) the resident has made a written request for reasonable accommodation to the Association; and (ii) the Association has been afforded an opportunity to make a meaningful review of that request.
8. If any word, clause, paragraph, provision, right or obligation contained in or created by this Policy is subsequently found to be invalid, unenforceable, and/or otherwise determined to be unconscionable, such shall not affect the remaining words, clauses, paragraphs, provisions, rights and obligations of this Policy, which will continue to be valid and enforceable to the extent that such are not dependent upon the offending word, clause, or paragraph.
9. Any information provided to or obtained by the Association in connection with a request for reasonable accommodation for a Service/Support Animal shall be kept confidential in accordance with Chapter 718.111(12)(c), Florida Statutes, and used solely to evaluate the resident's request for a reasonable accommodation.

**IT IS HEREBY CERTIFIED** that the foregoing Resolution was duly adopted at a properly noticed meeting of the Board of Directors of the Association, where a quorum was present, which meeting was called for such purpose and held in accordance with the current Bylaws and Articles of Incorporation of the Association and in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, this Resolution has been executed this 2 day of MARCH, 2016

**THE BOARD OF DIRECTORS FOR  
HILLSBORO COVE CONDOMINIUM ASSOCIATION, INC.**

By:  V/P

**EXHIBIT "A"**

**HILLSBORO COVE CONDOMINIUM ASSOCIATION, INC.  
SERVICE/SUPPORT ANIMAL POLICY**

1. The policy of the Hillsboro Cove Condominium Association, Inc., through its Board of Directors is to make every attempt to provide reasonable accommodations to disabled residents in accordance with state and federal law.
2. Pursuant to Article 10.1(c) of the Association's Declaration, except for small caged birds, pets are not permitted anywhere in the condominium buildings or grounds, including the recreational area. However, upon written request of a resident with a verifiable disability, the Board of Directors may permit a "Service Animal" or a "Support Animal" to be kept as a reasonable accommodation when such accommodation is necessary under Federal and State fair housing laws to afford the resident an equal opportunity to the use and enjoyment of his or her unit.
3. A resident requesting a reasonable accommodation to maintain a Service or Support Animal must meet all of the requirements set forth in the Federal Fair Housing Act, 42 U.S.C. 3601, *et. seq.*, and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time. The resident's written request for a reasonable accommodation to maintain a Service/Support Animal must provide the following:
  - A. Written information from a health care provider indicating that the resident:
    - i. Meets the definition of a "Disabled Person" under all applicable fair housing and disability legislation, including specifically that the disability substantially limits the resident from performing one or more major life functions;
    - ii. That the Service or Support Animal requested is absolutely necessary for the well being of the requesting resident and for ameliorating the disability which is impairing a major life function of the resident; and
    - iii. That the presence of the Service or Support Animal is necessarily and directly related to the requesting resident's disability; and
    - iv. That other alternative treatments and therapies which would not constitute a violation of the Association's governing documents have been tried and were insufficient to ameliorate the resident's disability; and

- v. Any such other information as may reasonably be required by the Board in order to afford the Board an opportunity to meaningfully review the resident's request.
  - B. A Veterinary Health Certificate for the proposed Service or Support Animal reflecting the breed, sex and current weight of the animal and the maximum weight at maturity, as well as providing proof of current vaccination in compliance with all local ordinances;
  - C. A photograph of the Service/Support Animal, if already acquired. (If Service Support Animal is not already acquired, a photograph of the animal must be provided prior to the animal being brought onto the Property.)
4. Upon receipt of the resident's written request and all accompanying information required by the Board, the Board may provide a reasonable accommodation if it finds that:
- A. The resident has a verifiable disability under Federal and/or State law;
  - B. The accommodation requested is reasonable and necessary for the disabled person's ability to perform major life functions;
  - C. The requested accommodation does not cause an undue financial or administrative hardship to the Association; and
  - D. There is an identifiable relationship between the requested accommodation and the amelioration of the disability.
5. To the extent the information included in the healthcare provider's note/letter submitted by the requesting resident lacks sufficient detail to permit meaningful review of the accommodation request, the Board may request additional information from the healthcare provider (including, but not limited to, requesting the healthcare provider to complete a certification form –as provided by the Board, containing information sufficient to allow meaningful review of the owner's request.
6. If a majority of the Board approves the resident's request to maintain a Service or Support Animal as a reasonable accommodation for a disability, the resident and Association may enter into a Service/Support Animal Agreement outlining the rights and responsibilities of both parties relating to the particular Service/Support Animal and accommodation. All terms and conditions will be determined on a case by case basis and will be based upon the individual needs of the Resident.

7. No Service/Support Animal may be permitted to become a nuisance. No Service/Support Animal may be kept or maintained inside of a unit or upon the common elements until: (i) the resident has made a written request for reasonable accommodation to the Association; and (ii) the Association has been afforded an opportunity to make a meaningful review of that request.
8. If any word, clause, paragraph, provision, right or obligation contained in or created by this Policy is subsequently found to be invalid, unenforceable, and/or otherwise determined to be unconscionable, such shall not affect the remaining words, clauses, paragraphs, provisions, rights and obligations of this Policy, which will continue to be valid and enforceable to the extent that such are not dependent upon the offending word, clause, or paragraph.
9. Any information provided to or obtained by the Association in connection with a request for reasonable accommodation for a Service/Support Animal shall be kept confidential in accordance with Chapter 718.111(12)(c), Florida Statutes, and used solely to evaluate the resident's request for a reasonable accommodation.

**HILLSBORO COVE CONDOMINIUM ASSOCIATION**  
**1365 EAST HILLSBORO BLVD., DEERFIELD BEACH, FL 33441**

**SERVICE/SUPPORT ANIMAL AGREEMENT**

**NOTE:** (This Agreement must be signed by all occupants of the apartment and is null and void if the resident requesting the Service/Support animal no longer lives in the apartment.)

**In order to keep a Service/Support animal at the Hillsboro Cove Condominium, I agree to the following terms and conditions:**

**Initials:**

- \_\_\_\_\_ 1. Provide written confirmation from a licensed health care provider (on letterhead, including license number, and dated within three months of application) that I have a disability that only a Service/Support animal can ameliorate;
- \_\_\_\_\_ 2. Provide a Veterinary Health Certificate that reflects breed, sex and current weight of animal;
- \_\_\_\_\_ 3. Provide proof of current vaccinations complying with local ordinances;
- \_\_\_\_\_ 4. Provide proof that the animal has been spayed or neutered;
- \_\_\_\_\_ 5. Provide a photograph of my Service/Support animal;
- \_\_\_\_\_ 6.. I will have my animal **on a leash at all times** when out of my apartment;
- \_\_\_\_\_ 7. I will pick up and dispose of excrement immediately and properly; will not dispose of cat litter in toilets.
- \_\_\_\_\_ 8. I will clean up any accidental waste and urine in common areas;
- \_\_\_\_\_ 9. I will not leave my animal unattended on the balcony, catwalk, or common property;
- \_\_\_\_\_ 10. I will file a copy of my current **liability insurance** specific to my animal **every year** with the HCC Association;
- \_\_\_\_\_ 11. I will file a copy of my **animal's vaccinations every year** with the Association;
- \_\_\_\_\_ 12. I understand that any action taken by my Service/Support animal that is deemed by the Association to be a noise or nuisance (such as excessive barking) will result in legal action to remove the animal;
- \_\_\_\_\_ 13. I agree to defend and indemnify the Association from any personal injury or caused by the Service/Support animal.
- \_\_\_\_\_ 14. I understand that approval can be immediately withdrawn for failure to comply with any part of this Agreement.

Date: \_\_\_\_\_

Apt. Number \_\_\_\_\_



Signatures of all occupants: (Print name; then sign)

---

---

---

---

Manager's Signature: \_\_\_\_\_

Board Member's Signature: \_\_\_\_\_

Board Member's Signature: \_\_\_\_\_

Board Member's Signature: \_\_\_\_\_

Board Member's Signature: \_\_\_\_\_

This Agreement was approved by the Board of Directors as a Resolution in compliance with FHA Guidelines on February 2, 2016.

HILLSBORO COVE CONDOMINIUM ASSOCIATION  
1365 EAST HILLSBORO BLVD., DEERFIELD BEACH, FL 33441

# Veterinary Health Certificate

Owner's Name : \_\_\_\_\_

Animal's Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Weight: \_\_\_\_\_

Color: \_\_\_\_\_ Unusual Markings: \_\_\_\_\_

Maximum weight at maturity: \_\_\_\_\_ Spayed/Neutered: \_\_\_\_\_

Security Chip: \_\_\_\_\_ Animal's Tag Number: \_\_\_\_\_

Veterinarian Name (print): \_\_\_\_\_

Veterinarian Signature: \_\_\_\_\_

License Number: \_\_\_\_\_

***Attach certification that all shots/inoculation's are up to date and expiration date.***

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach Photo of Animal:

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT is executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Indemnitor", in favor of and for benefit of Hillsboro Cove Condominium Assoc. Inc, a Florida Corporation of 1365 East Hillsboro Blvd, Deerfield Beach, Fl. 33441 and all of its officers, directors, employees, members and agents, individually and without limitation the parties, and hereinafter collectively referred to as "HCCA".

For good and valuable consideration, the receipt and sufficiency of which being acknowledged, including the permission to use property owned or controlled by HCCA, indemnitor, for itself and its offices, employees, agents and members does hereby agrees, irrevocably follows:

1. To indemnify and save and hold harmless HCCA from and for, any and all liability, claims, suits, proceedings, demands, losses, damages or expense of any name or nature, including administrative orders and proceeding and arbitration, which HCCA sustains or incurs, including all claims regarding property loss, personal injury or death, resulting in any way, or in any manner connected with indemnitor's use, occupation, or location, on or around the property owned or controlled by HCCA.
2. Indemnitor assumes full risk of any loss, injury or damages whatsoever occurring while indemnitor, or any one of them, is in, on, or around the property of HCCA.
3. If HCCA, in the enforcement of any part of this Agreement, incurs any reasonably necessary expense, or becomes obligated to pay attorney's fees, court costs, witnesses' fees, travel costs, investigation charges and the like, indemnitor shall reimburse HCCA for the same within 30 days of the date of receipt of written notices of such costs or expenses by HCCA to indemnitor. This right of indemnity shall include any and all civil or administrative defense costs as incurred.
4. This Agreement is also a covenant not to sue HCCA for any cause or matter referred to herein and indemnitor agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by laws of State of Florida and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.
5. Resident warrants and agrees that it will not use the equipment, fixtures, and facilities located on or in the premises in any manner in violation of any covenant or condition in the Hillsboro Cove DOCS or any regulation or statute applicable to the premises under County, State or Federal law.
6. Upon execution hereof, this Agreement shall remain in full force and effect for all past activities referred to herein and shall apply to all future activities conducted by indemnitor or properties owned or controlled by HCCA and this Agreement shall not expire nor shall it be revoked except in writing delivered to HCCA's office above described.

IN WITNESS WHEREOF, Indemnitor has executed this document, with full and complete knowledge of its effects, as of the day and date first above written.

INDEMNOR

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

Print

Name: \_\_\_\_\_

Group

Name \_\_\_\_\_

Hillsboro Cove  
Representative: \_\_\_\_\_