

MERIDIAN ON SAND KEY OWNER'S ASSOCIATION, INC.

A RESOLUTION OF THE BOARD OF DIRECTORS
REGARDING SERVICE AND SUPPORT ANIMALS

Whereas Section 1.2 of the By-Laws of Meridian on Sand Key Owner's Association (the "Association") grants the Association the authority to administer the affairs of the Association; and

Whereas Section 11 of the Declaration of Condominium ("Declaration") grants the Association the authority to operate and manage the condominium; and

Whereas the Declaration 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 restrictions of the Association, the Board of Directors desires to supplement and clarify the Association's rules and policies relating to individuals seeking and/or individuals who have already been granted an accommodation under the Fair Housing Act ("FHA") to keep a service animal (an animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability) or a support animal (an animal that provides therapeutic and/or emotional support to an individual with a disability) (collectively referred to herein as "assistance animals") in the community;

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. All requests for assistance animals will be reviewed on a case-by-case basis by the Association and/or the Association's legal counsel. 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 and respond to the request.
3. Unless it is readily apparent that a service animal is required because of a disability, all individuals seeking a service animal accommodation must confirm that the service animal is required because of a disability and explain what work or task the

animal has been trained to perform.

4. All individuals seeking a support animal accommodation must confirm the existence of their disability through credible documentation unless the disability is observable and would not be reasonably attributable to a non-medical cause. Support animal accommodations will only be granted upon medical documentation that supports and explains the connection between the presence of the animal and the alleviation of the symptoms of the disability. Any documentation provided to substantiate a need for a support animal must demonstrate that the medical provider has personal knowledge of the individual's disability.
5. All requested accommodations must be reasonable.
6. Assistance animal accommodations only extend to the disabled individual and are permitted only as long as that individual occupies the unit/premises.
7. An individual requesting an accommodation may be responsible for the direct costs associated with the accommodation where such is permitted under the FHA or other applicable authorities.
8. The owner of an assistance animal is responsible for compliance with all applicable local codes and ordinances relating to animals, including any restrictions that may prohibit animals on the beach and/or in other public areas. The assistance animal must be inoculated as required by law and licensed by the county.
9. A photograph of the assistance animal, along with proof of current immunization and proper licensing, shall be submitted to the Board of Directors of the Association within a reasonable amount of time after the accommodation is granted. Confirmation that the animal is up to date on its immunizations may be required on an annual basis.
10. No assistance animal may create a nuisance, unreasonably disturb the peaceful enjoyment of the property by the other individuals on the property or pose a danger to such individuals. Should the assistance animal disturb the peaceful enjoyment of the condominium by other residents or animals, the accommodations may 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. The owner of any animal that causes damage to the common elements will be liable to the association for the cost of the repairs.
12. Excluding ordinary and customary temporary absences associated with day-to-day living, an assistance animal is not permitted to reside in a unit in the owner's absence for any prolonged period of time.
13. When consistent with the disability-related need, assistance animals shall be transported to and from the unit in a proper carrier or shall be leashed at all times when not in the unit. Leashes must not be more than six feet in length. No assistance animal is permitted to roam the common elements without being under the control of the owner (or other individual if required by the disability), nor permitted to be left outside unattended. No animal may be tethered to the common elements, and the installation of fixed chains/leashes on the common elements is prohibited.
14. 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, assistance animals may not be permitted in certain common areas, including but not necessarily limited to the ground floor and pool area, absent a specific, documented, and identifiable need for assistance from the animal while the disabled resident is using such areas.
15. Assistance animals are only permitted in the grassy area on the North and South area of the Meridian. This does not include, nor does it extend to the grassy area around the tennis court. Animals may be walked on a leash along the roadway and must enter and exit through the garage area.
16. Assistance animals shall not be allowed to relieve themselves anywhere on the condominium property except in the two designated areas approved by the Board of Directors. Animals may be walked on a leash along the roadway entering and exiting through the garage. Any excrement must be immediately removed and disposed of properly.
17. In the event an assistance animal expires, or is 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).
18. The Board of Directors may adopt and amend additional rules and policies relating to assistance animal accommodations from time to time, including rules and policies related to designated areas where animals shall be permitted access which

does not preclude the owner's full use and enjoyment.

19. Absent strict compliance with the foregoing, the Association may require the immediate and permanent removal of the assistance animal. The association expressly reserves the right to commence legal action as necessary to secure compliance with the foregoing, which such action may include the filing of a lawsuit or petition for arbitration seeking an order requiring the removal of the assistance animal. In the event of such action, the Association likewise reserves the right to recover the prevailing party's attorneys' fees and costs pursuant to Chapter 718, Florida Statutes and the Association's Declaration.
20. The Association may take all action pursuant to Section 817.265, Florida Statutes, with respect to any individual who fraudulently submits medical documentation or otherwise misrepresents a need for a support animal.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 18th day of May, 2021.

MERIDIAN ON SAND KEY OWNER'S ASSOCIATION, INC.

(Board Signature)

(Printed Name)

(Title)

(Resident Signature)

(Printed Name)

(Unit Number)

(Date)