

PET RULES
PET SECTION

Pets shall be permitted to reside in the Pet Section in Holiday Park. All pets that exceed height and weight limits as set by the Deed Restrictions must be designated as a service or emotional support animal and required documentation must be filled out to allow the pet to reside in the community.

- A) Before a “service” or “emotional support” animal may be brought on the premises, the resident seeking approval must apply with the board within 30 days of the anticipated arrival of the animal.

- B) An applicant must meet the following conditions before the Board can approve any such animal:
 - 1. Fill out an “Application for keeping an emotional support animal or service animal as an accommodation for resident’s disability.”
 - 2. Obtain and attach to the application a note from a qualified, treating, and physician which details:
 - a. The applicant’s disability;
 - b. Which major life activity (day-to-day activity) is impaired by the disability;
 - c. What genuine benefit the animal will provide to the applicant in regard to the claimed disability;
 - d. A recommendation by the physician stating that the animal is necessary pursuant to the Federal Americans with Disability Act and/or Florida’s Fair Housing Act; and
 - e. A CV or Resume of the physician.

 - 3. The applicant must disclose any special training or instruction relevant to its role as a support animal.

- C) Only after provisions A and B above have been met will the Board consider the application.

- D) If an application is approved by the Board, any animal on the property must abide by the rules outlined in the Application.

APPLICATION FOR KEEPING AN EMOTIONAL SUPPORT ANIMAL OR SERVICE ANIMAL AS AN ACCOMODATION FOR RESIDENT'S DISABILITY

Date: _____

Property Address: _____

Applicant/Resident with Disability:

Name DOB Age

NOTE: Applicant must be a registered, approved and bona fide resident of Holiday Park.

Please check one:

Emotional Support Animal Service Animal

(Note: only one animal) is identified/described as follows:

Species: (Circle one) Dog or Cat or Other: _____
(If other, identify)

Breed: _____

Color(s): _____

Size: _____ (Height/length)

Weight: _____ (Approximate)

Fully grown: Yes or No (Circle one)

If not presently fully grown, state anticipated size and weight when fully grown:

(Height/length and weight): _____

Pursuant to the Fair Housing Amendments Act of 1988, Applicant agrees to reside in mobile home with said Emotional Support Animal or Service Animal, as an accommodation for a disability, until residency on the property ceases for any reason, under the following conditions:

1. Said Emotional Support Animal shall be kept by Resident for companionship or genuine service, and not for breeding or any other commercial use or purpose.

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2. Resident shall be required to annually present to the Board of Trustees of Holiday Park (hereinafter "Board") competent written evidence of continuing medical necessity for said Emotional Support Animal or Service Animal as an accommodation of Resident's disability. Upon failure of Resident to furnish said written evidence of continuing medical necessity or upon termination of Resident's residency, the Animal shall be removed from Holiday Park within fifteen (15) days.

3. Concerning the conduct/behavior of said Animal, Resident acknowledges and agrees that Resident's right to keep said Animal on the property is further conditioned upon the following matters:
 - a. Said Animal shall not become a nuisance or health hazard.
 - b. Said Animal shall not be permitted to bark, whine or cry for periods in excess of ten (10) minutes.
 - c. Said Animal shall not bite or jump up on any person or other pet animal at Holiday Park.
 - d. Said Animal shall wear a collar at all times, with appropriate current Sarasota County license tag, and be kept on a leash at all times when outside Resident's home, but inside Holiday Park property.
 - e. Said Animal's feces shall always be promptly picked up by Resident or by such other person in control of Resident's Animal at the time, and placed in a sealed bag and disposed of in an appropriate garbage receptacle.
 - f. Said Animal shall not be walked on the private property of any other owner in Holiday Park. Said Animal shall not be walked, for the purpose of relieving itself, in the common areas of Holiday Park. Said Animal shall not be allowed in Holiday Park's recreational or other common area facilities except those areas, if any, which may be specifically designated by the Board for such purpose.
 - g. Said Animal shall not be abandoned by the Resident. If Resident vacates the unit for a period in excess of seven (7) consecutive days, the Resident shall relocate the Animal from the Holiday Park property.
 - h. Said Animal shall be no more than 20 inches in height and weigh no more than 30 lbs.
 - i. Resident shall observe all applicable laws and ordinances concerning the care and control of said Animal.

- j. Resident shall be required to maintain adequate homeowner's and public liability insurance coverage to protect against personal injury and property damages resulting due to actions of Resident's Animal.
4. No replacement Animal shall be brought onto or kept on the property by Resident without first re-applying to the Board of Directors for permission to keep an Emotional Support or Service Animal.

The Board of Trustees requires that the Resident prove there is a genuine need for the keeping of an Emotional Support Animal or Service Animal in a pets-restricted or pets-prohibited section of the community. Such proof must be offered in writing by the Resident's attending physician or other qualified medical professional. Continuing need for the Emotional Support Animal or Service Animal must be proven by periodic (annual) written updates of the Resident's physician's/qualified medical professional's statement. Upon the demise or relocation of the occupant, the Emotional Support Animal or Service Animal must be removed from the premises within fifteen (15) days.

ATTENDING PHYSICIAN OR OTHER MEDICAL PROFESSIONAL:
(Name, Address & Telephone Number)

(Attach written opinion of Physician with: (1) diagnosis of resident's disability; (2) which major life activity (day-to-day activity) is impaired by the disability; (3) determination of genuine benefit to be derived from resident's keeping of Emotional Support Animal or Service Animal; (4) recommendation of an accommodation for the resident under federal and Florida fair housing laws notwithstanding that the keeping of animal by resident would violate Holiday Park's standard restrictions and policies, and (5) a CV or resume of the physician). For the resident's consideration, the form of the physician's letter as promulgated by the association may be used.

Signature of Resident

Date

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RULING ON APPLICATION FOR EMOTIONAL SUPPORT ANIMAL OR SERVICE ANIMAL

X _____
For Board

APPROVED or DISAPPROVED Date: _____
(Circle one above)

X _____

Date: _____

Manager

Conditions or stipulations of Approval/Explanation if Disapproved:

Schedule of Periodic Review: ONCE EACH YEAR FROM DATE OF APPROVAL

THIS APPLICATION FORM AND THE ATTACHMENT(S) HERETO SHALL BE
RETAINED IN THE RESIDENT'S FILE.

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[To be printed or copied onto Physician's Letterhead]

_____, 20____

Board of Trustees
Holiday Park, Park & Recreation District
5401 Holiday Park Blvd.
North Port, FL 34287

Re: Patient: _____
Request for Reasonable Accommodation due to Patient's disability

Dear Sirs:

Please be advised that I am the attending physician of the above-named patient, and I have personal knowledge of the patient's medical condition and medical history. The patient has informed me that your housing community prohibits the keeping of pets in certain areas of the community as a matter of policy. This letter is being provided to you in support of the patient's request for an accommodation from your community's restrictions under federal and State of Florida fair housing laws for the keeping of an emotional support animal.

For convenience, the legal definitions relied on in this opinion are set forth below:

“Handicap” means a physical or mental impairment which substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.

“Physical or mental impairment” includes:

1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculo-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

3) The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus or AIDS, mental retardation, emotional illness, drug addiction (though excluding addiction caused by current, illegal use of a controlled substance) and alcoholism.

“Major life activities” means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

The purpose of this letter is to inform you that in my professional medical opinion, the patient suffers from a disability (“handicap”, as the term is used in the applicable fair housing laws), that the patient has a “physical or mental impairment” as the term is defined above, and that the impairment substantially limits one or more of the patient's “major life activities” as defined above.

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Following is a description of the impairment and its impact on the patient's major life activities:

In light of the foregoing, it is my professional medical opinion that the keeping of an emotional support animal is reasonably required as an accommodation for the patient's disability in order for the patient to obtain an equal opportunity to use and enjoy a dwelling as a person without a disability. The actual benefit(s) to be derived from the keeping of the emotional support animal, as it relates to the patients disability, is/are as follows: _____

Attached, please find a current CV or Resume, showing all current certifications and specialties.

Under penalties of perjury, I swear or affirm that the information contained in this letter is true and correct and accurately represents my professional medical opinion in this matter. I will testify in Federal Court, if required, swearing to the truth of the facts above.

Dated this ____ day of _____, 20____.

Signature of Physician

Printed Name

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TO WHOM IT MAY CONCERN:

The undersigned hereby authorizes my attending physician, _____, to provide his/her professional medical opinion by completing this letter and providing any further information he/she deems relevant to the Board of Trustees, Holiday Park, Parks and Recreation District, 5401 Holiday Park Blvd., North Port, FL 34287. A photocopy of this signed authorization may be relied upon as the original. Your full cooperation is requested.

Dated this ____ day of _____, 20____.

Signature of Patient

Printed Name

Initials _____