

Shoreside North Condominium Association
Assistance Animals at Shoreside North Condominiums
Policy and Procedures

The Shoreside North (SSN) Condominium Bylaws authorize the SSN Board of Directors to establish reasonable regulations consistent with the Master Deed and Bylaws concerning the use of the Units and Common Elements (Sections 4.2.4 and 5.6). The Bylaws also provide that, with the exception of service animals as required by law, no animals, including household pets, shall be kept at a condominium by a co-owner, co-owner's guest or tenant (Section 8.4.8).

Through this Policy the Association provides a means for the Association to:

- Maintain the units as animal-free; and
- Comply with federal law as it pertains to condominium occupants with assistance animals.

Introduction:

The SSN Condominium Association (SSNCA) has a strict no pet/animal policy and our Bylaws clearly state that no animals, including household pets, shall be kept at a condominium by a co-owner, co-owner's guest or tenant. Our condominiums are maintained as animal-free for the comfort and health of all our co-owners, guests and renters.

As an exception to that general policy, the Fair Housing Act (FHA) allows that a co-owner of Shoreside North may request a reasonable accommodation of the no pet/ animal policy so as to bring an assistance animal to their condominium during their use week. The SSNCA recognizes that allowing an assistance animal in the unit negates the animal-free status of the unit and thus impacts the other seven co-owners of that unit.

This Policy is intended to provide a means for SSNCA to comply with federal law - and help protect the rights of all SSN co-owners, who purchased their unit share as animal-free. In order to protect the reasonable expectations of our co-owners this policy was created to properly review each request, and minimize any adverse impact on all co-owners. This includes Application, Deposit, Vetting and Evaluation, Adjustment of Length of Stay, Behavior, Departure Deep-Cleaning and Surcharge, and Penalty.

Application Required:

A co-owner must apply for a reasonable accommodation of the no pet/animal policy at least six weeks prior to the dates of occupancy. This is the minimum amount of time needed to review the application and schedule the departure deep-cleaning with a third party. An application must be completed for each separate use week for which the co-owner is requesting an accommodation. Each use week will require a separate application and deposit. Application can only be made for one animal.

Deposit:

The co-owner applying for the reasonable accommodation is not the exclusive or sole occupant of their unit, but shares the unit with seven other co-owners. Because of this unique ownership structure, the SSNCA will require a deposit of \$500 so as to protect all coowners of that individual condominium. Should the application be approved, the deposit will be held with the SSNCA Accountant. The deposit will be returned to the co-owner after departure and confirmation that there was no damage to any of the elements of the condominium by the assistance animal. Any damage discovered will be promptly repaired and the full costs borne by that co-owner, (not limited to the deposit).

Vetting and Evaluation:

The SSNCA will fully review and evaluate each request. The applicant seeking the accommodation must provide information that reasonably supports that the applicant has a disability. The SSNCA may contact the applicant to engage in a good-faith dialogue during the evaluation process.

The SSNCA requires reliable documentation and supporting information from a medical provider evidencing that the applicant has a disability that limits at least one major life activity, AND that the applicant has a disability related need that is alleviated by the animal, AND that the animal either works or performs certain tasks to the benefit of the individual. To validate an animal, the medical provider would have to be practicing in Michigan (or the applicant's state) for at least 180 days and have an office located in Michigan (or the applicant's state). It is imperative that there be proof of a true patient-provider relationship, therefore the provider also would have to submit a notarized letter stating they had been treating the applicant for at least six months. The SSNCA also requires a description of the work, tasks, or assistance that the animal provides or has been trained to perform. The applicant must also provide documentation that the animal is current with its vaccinations, and (if applicable) on monthly flea and tick medication.

Adjustment of Length of Stay:

After the departure of a co-owner with an assistance animal, the condominium unit **MUST** be returned to an animal-free level of cleanliness so as to minimize any adverse health impacts on the other co-owners. However, performing the departure deep-cleaning tasks required (see section) in a few hours on a departure Friday would be impossible, imposing unreasonable financial and administrative burdens on the SSNCA. The FHA allows that the aforementioned adverse impacts and burdens could be cause for denying the request for reasonable accommodation and prohibiting the assistance animal. Therefore, in order to approve the request and permit the assistance animal to the unit, co-owners with approved assistance animals and their guests **MUST vacate their unit by 11:00 a.m. on Wednesday of their Use Week.** This is to allow the time needed for the deep-cleaning and laundering to be performed.

Behavior

The assistance animal will stay with the applicant at all times, and shall not be left unattended inside the condominium. Outside, the animal is not allowed to roam free, be tethered unattended, or left on the deck unattended. Persons who walk the animal are responsible for immediately cleaning up droppings and discarding the securely bagged droppings in areas designated by the Homestead; do not place droppings in household trash. The applicant is responsible for keeping the assistant animal under control; should there be issues with the animal's conduct (exhibiting poor conduct or nuisance behavior) or the animal poses a threat to the health and safety of others, this would be cause for not permitting that assistance animal to Shoreside North in the future.

Departure Deep-Cleaning and Surcharge:

As an assistance animal will stay with the applicant at all times, it is expected that the animal will be moving throughout the entire condominium. After departure, the entire Shoreside North unit **MUST** be returned to an animal-free condition. In addition to the regular departure clean performed by the Homestead, SSNCA will contract with a third-party for the following to be done in order to remove animal hair and dander from the entire unit:

1. Remove all bed quilts, pillow shams and throw blankets; professionally launder and re-install.
2. Wash down all hard surfaces, including table tops and legs, dining chairs, bookcases, dressers and nightstands.
3. Dust all lamps, lampshades and light fixtures.
4. Wash all door casings, door panels, window casings, and window ledges.
5. Launder all throw rugs and reinstall.
6. Vacuum all upholstered and soft surfaces, such as sofa, lounge chairs, ottoman, decorative pillows, and chair cushions.
7. Vacuum all rugs and wall-to-wall carpeting.
8. Wash all hardwood and tile floors, and all baseboards.

The co-owner will be responsible for the regular departure cleaning charge, as billed by the Homestead, and also a deep-cleaning surcharge of up to \$500. This surcharge will be billed to the co-owner by the SSNCA Treasurer or Accountant after receipt of the actual cleaning and laundry charges by the third party.

Penalty:

Shoreside North Co-owners and their guests/renters who violate the no animal/pet policy will be fined \$500, must immediately remove the animal and be subject to cleaning fees. **The only exception to this penalty is for those co-owners who have applied for and gained approval for a reasonable accommodation pursuant to this Policy.** If an application and request has been denied and the co-owner/guest/renter still brings an animal to the unit, they will be subject to the \$500 fine, immediate removal of the animal and subject to cleaning fees for violating the Bylaws.

Please be aware that it is unlawful to falsely represent that one is in possession of a service animal in a public place, or to falsely represent to a Homeowners Association that a person has a disability or is in possession of an assistance animal that has been prescribed by a medical professional. It is punishable under Michigan law (MCL 752.61-64, HB 4910-4911) by one or more of the following: \$500 fine, imprisonment of up to 90 days, and 30 days of community service.

Effective: March 1X, 2023

**Shoreside North Condominium Association
Co-owner's Application for Reasonable Accommodation of Shoreside North
Bylaws: No Animals/Pets**

SSN Co-owner's Name: _____ **Unit Share** _____

Home
Address: _____

Co-owner's email: _____ Co-owner's Phone: _____

Dates of Shoreside North occupancy with the assistance animal: _____ for unit # _____

Applicant's information (if different from Co-owner):

Name: _____

Address: _____

Email: _____ Phone: _____

Applicant's relationship to the Co-owner: _____

Name and address of Applicant's medical provider:

Email: _____ Phone: _____

Animal/breed: _____ **Age:** _____ **Weight:** _____

Name and address of Veterinarian:

Email: _____ Phone: _____

Include with this application:

- Documentation from a medical provider evidencing that the Applicant has a disability, and the Applicant has a need for an assistance animal.
- Documentation that the medical provider has been practicing in Michigan (or Applicant's state) for at least 180 days and has an office located in Michigan (or Applicant's state).
- A notarized letter from the medical provider stating that they have been treating the Applicant for at least six months.
- Description of the work, tasks, or assistance that the animal provides or has been trained to perform.
- Documentation that the animal is current with its vaccinations, and on monthly flea and tick medication.
- Deposit of \$500 (check made out to Shoreside North Condominium Association).

My signature below indicates that:

- I acknowledge that I have a disability that limits at least one major life activity that I have a disability related need that is alleviated by my assistance animal, and this animal provides or has been trained to perform certain work or tasks from which I benefit.
- I understand that this application is ONLY for the above stated occupancy dates. If approved, I understand that our party must **vacate the unit by 11:00 a.m. on Wednesday of the occupancy week.**

- I understand I am responsible for my animal’s behavior, as is outlined in the policy.
- I understand I am responsible for the costs of the standard departure clean plus a departure deep-cleaning and laundry surcharge of up to \$500 to restore the unit to an animal-free level of cleanliness.
- I understand that falsely representing that I am in possession of an assistance animal is punishable under Michigan law (MCL 752.61-64, HB 4910-4911) by one or more of the following: \$500 fine, imprisonment of up to 90 days, and 30 days of community service.

Co-owner’s signature and date

Applicant’s (if different from Co-owner) signature and date

Send signed application, supporting documents and deposit to the SSNCA President.

If this Application is not received by the SSNCA President AT LEAST SIX WEEKS prior to the start of the occupancy dates, THIS APPLICATION WILL NOT BE CONSIDERED.

Shoreside North Condominium Association Evaluation of Co-owner’s (guest/renter) Application for Reasonable Accommodation of SSNCA Bylaws: No Animals/NoPets Applicant/Co-owner:

_____ Use Week #: _____

Dates of occupancy with Assistance Animal: _____ **for Unit #** _____

Reviewed by: _____

Date: _____

Was application received at least six weeks prior to the start of the occupancy dates?	Y	N
Is the application signed and all supporting documents included?	Y	N
Is the deposit enclosed?	Y	N
Has the animal type, breed, age and size been indicated, so as to aid in scheduling the cleaning by the third party?	Y	N
Is the animal a domesticated animal, traditionally kept in the home?	Y	N
Is there clear documentation that the applicant has a disability that limits at least one major life activity?	Y	N
Is there clear documentation that the applicant has a disability related need that is alleviated by an assistance animal?	Y	N
Has the medical provider been practicing in Michigan for at least		

180 days and has an office located in Michigan (or applicant's state)?	Y	N	
Has the medical provider been treating the applicant for at least six months?	Y	N	
Is there clear documentation that there is a authentic patient-provider relationship?	Y	N	
Is there a description of the work, tasks, or assistance that the animal provides or has been trained to perform?	Y	N	
Are the animal's vaccines up-to-date?	Y	N	
Is the animal on monthly flea and tick medication (if applicable)?	Y	N	
Has this animal been previously permitted to Shoreside North as an assistance animal, and demonstrated that is was under control of the applicant, and that it did not pose a threat to the safety and health of others?	Y	N	n/a
Is this unit Co-owner in good standing with the Shoreside Condominium Association?	Y	N	

Any "NO" response will be grounds for accommodation to be denied, and this application rejected.

This application has been reviewed and the applicant may bring an assistance animal to Unit # _____ on dates _____ Y N

Applicant notified of decision on _____ by _____.
 (date) (SSNCA Board member)