

PALM-AIRE COUNTRY CLUB
CONDOMINIUM ASSOCIATION NO. 6, INC.

SERVICE/EMOTIONAL SUPPORT ANIMAL POLICIES AND PROCEDURES

The Association seeks to provide, as necessary and required by state and/or federal law, a reasonable accommodation to disabled or handicapped residents. The Association has established policies and procedures as set forth herein in an attempt to meet the requirements of law. Persons requesting a reasonable accommodation must acknowledge receipt of these policies and procedures by signing below.

1. **Request for Approval of Service Animal or Emotional Support Animal.** A Resident seeking a reasonable accommodation of a service or emotional support animal ("Requester") must submit a written request for a reasonable accommodation and the requisite documentation to support the request. Supporting documentation should, at a minimum, include an acknowledgement of the Association's policies and procedures regarding service animals and/or emotional support animals, an affidavit or letter of the treating physician or counselor or social worker, and animal registrations forms. The Association has attached the following forms for use in making the request including this Acknowledgement of Policies and Procedures, Request for Reasonable Accommodation, FORM Affidavit of Treating Physician, and Service/Emotional Support Animal Registration forms. Note that the Association will consider all requests for reasonable accommodation, however, use of the attached forms will expedite the process and will reduce the possibility of requests by the Association for additional or supporting information.

2. **Board Consideration of Request for Reasonable Accommodation:** Within thirty days of receipt of completed request forms or other documentation, the Board of Directors or appointed committee will review the forms or other documents and will notify the resident in writing of the decision. If additional information or documentation is required, the review process may be delayed. Additionally, since there are many legal issues involving service animals and emotional support animals, the Association may consult its legal counsel to review the documentation which may also delay the process. Requester hereby consents to the disclosure of the request forms and supporting documentation

to the Association's legal counsel. The Association will endeavor to consider each request and supporting documentation as expeditiously as possible under the circumstances.

3. **Supporting Documentation for a Reasonable Accommodation:** The Association requires sufficient documentation and information to evaluate whether a requested accommodation is necessary because of a resident's disability/handicap. Therefore, the Association may request additional information from the Requester to verify that the Requester has a physical or mental impairment that substantially limits one or more major life activities. Requester must use his or her best efforts to provide the requested information as expeditiously as possible.

4. **Temporary Disability:** The Association acknowledges that an individual's need for an accommodation may change over time and the Requester may no longer require an accommodation. If a Requester's need for a reasonable accommodation changes, it is the responsibility of the Requester to notify the Association if there is no longer a need for a reasonable accommodation. The Association also requires that the Requester submit each year prior to the anniversary of the approval of a Reasonable Accommodation, supplemental documentation from Requester to support an ongoing need for an accommodation.

5. **Approval/Disapproval:** Any approval of a request for a reasonable accommodation by providing an exception to the No Pet rule will apply only to the animal identified in the request and in the Service/Emotional Support Animal Registration form. If a request for reasonable accommodation of a service animal or emotional support animal is approved, the Board of Directors or committee may impose conditions on such approval. If the Board of Directors or committee disapproves a request, the Requester shall not bring the animal on to the property.

The Association reserves the right to withdraw its approval at any time if the service/emotional support animal becomes a danger or a nuisance or if the Requester fails to comply with the Rules and Regulations of the Association regarding animals. Dangerous or nuisance-like behavior includes, but is not limited to: barking or other loud noises; biting; jumping; exhibiting aggressive behavior; attacking other persons or animals; walking the

animal in prohibited areas or without a leash; failure of the Requester to properly dispose of waste; flea/tick/insect infestation; sanitation/odor problems; and failure of the Requester to comply with ordinances and statutes regarding animals; The Association may also withdraw the approval of a service/emotional support animal if the Requester is no longer handicapped or disabled and in need of a reasonable accommodation.

7. **Confidentiality.** The Association will endeavor to keep the information received by it in support of a reasonable accommodation confidential and will only advise owners who may inquire about the animal that a reasonable accommodation has been made.

8. **Indemnification.** Requester, by signing below, agrees indemnify and hold Association, its officers, directors and agents harmless and to save and defend them from and against all liabilities (including reasonable attorneys' fees and costs whether pre-trial, at trial, mediation or arbitration and/or in connection with any appeal), for injury, damage, or accident to persons or property arising out of or otherwise related in any manner to the harboring or keeping of the service/emotional support animal.

9. **Rules and Regulations.** Requester, by signing below, agrees to strictly adhere to the Rules and Regulations governing Service/Emotional Support Animals promulgated by the Board of Directors and amended from time to time.

ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES

I have received and read the policies and procedures governing service/emotional support animals in Palm-Aire Country Club Condominium Association No. 6, Inc. I agree to comply with the policies and procedures for obtaining approval of a service/emotional support animal.

Requester's Signature

Requester's Printed Name

Date:_____

RULES AND REGULATIONS GOVERNING SERVICE/EMOTIONAL SUPPORT ANIMALS

- 1) No unit owner, guest, tenant, resident or occupant shall bring an animal into any unit or on to the common property of the Association unless and until the Association has provided a reasonable accommodation and written consent for an exception to the “No Pet” rule.
- 2) A person seeking such reasonable accommodation (“Requester”), must make such request in writing and obtain the written approval of the Association for such service or emotional support animal before bringing the animal to the unit.
- 3) Requester shall keep the animal restrained and controlled at all times when outside the unit. No animal is permitted on balconies, patios and/or porches unless the animal is a certified service animal and is accompanying the person requiring the service animal.
- 4) Animals shall at all times while on Association common elements wear a vest or scarf designating the animal as a Service Animal or Emotional Support Animal.
- 5) Animals shall not be permitted to jump on or attack other persons on Association property nor shall any animal destroy the common areas of the Association.
- 6) Requester shall immediately clean up after the animal and dispose of the animal’s waste in waste receptacles.
- 7) Emotional support animals must be on a leash no longer than 6 feet long while on the common property of the Association, including on catwalks. Shopping carts shall not be used at any time to transport animals.
- 8) Emotional support animals must be on a leash while being transported on elevators.
- 9) Requester shall keep the animal clean, groomed, and free from ticks, fleas or other insects. Animal bedding shall not be laundered in the laundry machines provided by the Association.
- 10) Requester shall not leave food or water for their animal or any other animal outside of the unit where it may attract other animals or insects.
- 11) No animal waste shall be thrown down the garbage chute. Animal waste must be triple bagged and deposited directly into the exterior trash bins.
- 12) Requester shall keep the animal from being noisy or aggressive and causing any annoyance or discomfort to others and shall remedy immediately any complaints made by other residents or guests.
- 13) The person with a disability/handicap shall at all times remain in residence with the approved animal.
- 14) Requester shall pay immediately, but no later than 10 days from a request by the Association, for any damage, loss, or expense caused by the animal.
- 15) Requester shall adhere to local ordinances, including leash and licensing requirements, including registration of the animal and Requester shall provide a copy of the county/city animal registration documents to the Association on an annual basis within 10 days of completing such registration.
- 16) Requester shall have the animal vaccinated annually and shall provide the proof of vaccination to the Association on an annual basis.

- 17) Approval by the Association of a request for a reasonable accommodation by providing an exception to the No Pet rule and approval of a service animal or emotional support animal applies only to the specific animal described in the request and supporting documentation and no other animal may be substituted even upon the death or removal of the approved animal from the unit.
- 18) Requester must submit documentation annually prior to the anniversary date of approval of the service/emotional support animal demonstrating a continuing need for the service/emotional support animal.
- 19) The Association may, in its sole discretion, revoke approval of the service animal or emotional support animal should the animal become a danger or a nuisance or should the Requester fail to abide by the Rules and Regulations of the Association regarding the animal.

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I have received and read the Rules and Regulations of the Association regarding service/emotional support animals, which may be amended from time to time. I agree to abide by the Rules and Regulations of the Association, including those governing service animals and emotional support animals, at all times.

Requester's Signature

Requester's Printed Name

Date: _____