

## **Bellair Condominium Association, Inc.**

### **Procedure for Authorization to Have a Service Animal or Emotional Support Animal**

The Association recognizes that the federal Fair Housing laws and American Disabilities Act, and other state and federal statutes and laws prohibit an Association from denying an owner the right to keep a Service Animal or Emotional Support Animal if an owner suffers from a bona fide disability requiring the animal. The Association shall make such accommodations to afford persons with disabilities an equal opportunity to use and enjoy their dwelling unit and common elements of the condominium, where such reasonable accommodation is justified and will not constitute an undue burden on other owners.

The Association must determine, on a case-by-case basis that a request for such an Animal is bona fide, and, if approved, the unit owner must agree to comply with special rules as to the keeping of animals on the condominium property.

To apply for permission to have a Service Animal or Emotional Support Animal (sometimes referred to herein as "Animal") at Bellair Condominium, the owner (or occupant or tenant if the owner is not living in the unit) shall submit an Application in the form attached, which shall include a letter from the appropriately licensed physician and other professional who has proven background in the area of the disability setting for the requirements.

The letters must:

1. Describe the writer of the letter's background as a physician and other professional, practicing in the area of the claimed emotional, mental or physical disability, and the relationship of the writer to the person requiring the Service Animal or Emotional Support Animal requested.
2. Describe the particular emotional, mental, or physical disability of the person that requires the Animal, and why this Animal is required to assist the person in dealing with the disability. \*\*\*EMOTIONAL SUPPORT ANIMALS ONLY
3. State which type of Animal and provide particulars as to the size and characteristics of the animal needed.

Upon receipt of a completed application with the supporting letter or letters and Agreement Regarding Service Animal or Emotional Support Animal and appurtenant documents described below, executed by the Applicant and owner or other owner, either the Board, Management, or a committee assigned (in the Board's discretion) shall meet, review the documents, interview the applicant and others, review the finding of the facts presented, decide whether or not the Service Animal or Emotional Support Animal should be approved or denied, and deliver their written recommendation to the Board of Directors so they, in turn can issue their final decision and recommendation. These are the following attachments:

- a. Application for Authorization to Have Service Animal or Emotional Support Animal
- b. Agreement Regarding Service Animal or Emotional Support Animal
- c. Detailed Description of Service Animal or Emotional Support Animal
- d. Approval or Denial of Service Animal or Emotional Support Animal

All components listed above are part of the Procedure, and the entire six pages together in a single packet.

### APPLICATION FOR AUTHORIZATION TO HAVE SERVICE ANIMAL OR AN EMOTIONAL SUPPORT ANIMAL

Pursuant to the terms of the Bellair Condominium's Procedure for Authorization to Have a Service Animal or an Emotional Support Animal (sometimes referred to herein as "Animal"), Applicant hereby submits this Application seeking permission to have a Service Animal or an Emotional Support Animal at the Bellair Condominium property.

1. Unit Number: \_\_\_\_\_
2. Owner(s) of Unit: \_\_\_\_\_
3. Applicant (person seeking service or emotional support animal): \_\_\_\_\_

- If Applicant is not an owner, relationship (e.g. Tenant or Occupant and describe terms of occupancy): \_\_\_\_\_;
4. Describe type of animal, approximate size and weight for which permission is sought.

\_\_\_\_\_

\_\_\_\_\_

This approval is for a particular animal, and if animal dies, or is replaced, authorization will have to be sought again for a different animal. [You may provide a name or photograph below if the information is already known. You must provide that information or any missing information after the animal is approved and acquired if not provided with this application on the Detailed Description of Service or Emotional Support Animal]. Information:

\_\_\_\_\_

5. Authorization for a Service Animal (Dogs only) or Emotional Support Animal requires a finding that the Applicant suffers from a disability and that having a Service Animal or an Emotional Support Animal is necessary to assist the person in dealing with the disability. **Emotional Support Animals only:** Please describe the disability and the need for the Animal to alleviate issues causing the disability: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. A letter or document executed by a licensed physician and other professional who has proven background in the area of the disability setting forth the requirements described in the Procedure must be delivered with this Application. Provide the writer of the letter with the requirements set forth in the procedure. Please provide the physician's name, address and phone number, as well as practice area(s) or specialties and how long Applicant has been a patient of the writer:

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

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

How long has Applicant been a patient: \_\_\_\_\_?

Please sign this authorization for the Association to communicate with the writer:

\_\_\_\_\_  
Signature of Licensed Physician

\_\_\_\_\_  
Printed Name of Licensed Physician

Please provide the qualified Professional's name, address and phone number, as well as practice area(s) or specialties and how long Applicant has been a patient of the writer:

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

How long has Applicant been a patient? \_\_\_\_\_

\_\_\_\_\_  
Signature of other qualified Professional

\_\_\_\_\_  
Printed Name of other qualified Professional

- 7. Has Applicant ever had a service animal or an emotional support animal previously, either at Bellair or another community, and whether that prior action was subject to an approval procedure, and if so describe the procedure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Date: \_\_\_\_\_, \_\_\_\_\_  
Signature of Applicant: \_\_\_\_\_

If Applicant is not an owner or the sole owner, the Owner(s) or other Owner must sign, acknowledging this use:

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

### **Agreement by Applicant Regarding Service Animal or Emotional Support Animal**

Pursuant to the Procedure for Authorization of Service Animal or an Emotional Support Animal, the undersigned has submitted an Application for Authorization to Have Service Animal or an Emotional Support Animal, with supporting documents. This Agreement is a requirement of the procedure, to be signed and submitted along with the Application, to be effective only upon approval. If approval is not granted, this Agreement will be of no force or effect. The term Service Animal or Emotional Support Animal may sometimes refer to the service or emotional support animal as "Animal."

This Agreement, executed this \_\_\_\_\_, \_\_\_\_\_ [date] and between \_\_\_\_\_ ("Applicant") and Bellair Condominium Association, Inc. (Bellair Condo), is effective upon approval of Applicant's Application for Authorization to Have a Service Animal or an Emotional Support Animal. \*Select only one type

Unit Number: \_\_\_\_\_

Owner(s) of Unit: \_\_\_\_\_

Applicant (Person seeking service animal or an emotional support animal) \_\_\_\_\_

If Applicant is not an owner, relationship (e.g. Tenant or Occupant and describe the terms of occupancy): \_\_\_\_\_

The Parties hereto agree as follows:

1. The terms of the Application, which is attached hereto, are hereby incorporated herein.
2. The Applicant acknowledges that this approval is for a single animal, and if the animal dies or is replaced, authorization must again be sought for a new animal.
3. The Association may require a new application and new supporting evidence in the future if the Association is uncertain that the disability still exists or that the purpose of the Animal is to assist in regard to a bona fide disability
4. The Association may require a new application and new supporting evidence for each renewal time period for all tenants with their annual lease agreement terms.
5. In case of emergency, where Applicant is not present or able to care for the Animal, the Association is authorized to contact the following person at the phone number and address listed to remove and care for the Animal:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone Number: (\_\_\_\_\_) \_\_\_\_\_; (\_\_\_\_\_) \_\_\_\_\_

Generally, if Applicant leaves the condominium for any significant time, the animal will not be permitted to remain. However, the Animal may be permitted to remain on the premises only for a short, reasonable time, at the Association's discretion, while the owner is hospitalized or obtaining medical care of some sort in a facility that the Animal may not enter, if and only if the person named above is another resident of the Bellair Condominium caring for the Animal.

6. The Association may rescind authorization if the Applicant has made a misstatement of material fact on any document related to this Procedure, or fails to comply with any of the requirements for having the Animal at Bellair. The specific Animal shall be

- described on an attachment to this agreement, to be completed when the animal is acquired.
7. Applicant (and Owner if Applicant is not an owner or sole owner) is/are responsible for all damage or issues caused by the Animal.
    - a. Applicant shall maintain the Animal with a collar and leash at all times while on the common elements of the condominium. The Animal may not be left unaccompanied or tied to any object on common elements.
    - b. Applicant shall carry the Animal within the hallways and elevator if it is a small animal and the Applicant is physically able to do so.
    - c. Applicant shall take care that the Animal does not endanger, snap at, bite, growl or bark at any person or other animal.
    - d. Applicant is responsible for assuring that the Animal does not bark or make other noises within the condominium unit or common elements that disturbs or is likely to disturb other residents.
    - e. Applicant is responsible for assuring that the Animal only voids in designated areas outside of the common area gates or in any portion of the condominium property, which includes our commercial area parking lot. Applicant is responsible for picking up and disposing of waste immediately should an accident occur within the grounds.
    - f. The Animal must be spayed or neutered, and if it delivers offspring, the offspring may not remain.
    - g. The Animal must have had all vaccinations.
    - h. The Animal must be fed and watered only inside the condominium unit.
    - i. If the Animal's presence results in an infestation or occurrence of fleas, ticks or other similar issue on the condominium property, the Applicant shall be responsible for the cost in eradicating such issue.
    - j. The Applicant must be responsible to make sure the Animal does not hinder or try to harm (must be in crate or leash with owner or Tenant in person) our maintenance person and pest control person(s) at any time during the scheduled monthly pest control visits.
  8. If the Applicant fails to or is unable to care for the Animal at any time, or if the Association believes it is not being cared for properly, the Association may rescind the authorization. The Association may contact the person designated above, or may contact authorities to remove the Animal.
  9. If the Applicant is not an owner, and any provision hereof is violated, and, if the Association rescinds the authorization and Applicant fails to remove the Animal, the Applicant's authorization to reside on the condominium may be terminated.
  10. If any costs are incurred by any other owner of the Association or the Association itself as the result of the Animal's actions, the Applicant shall be responsible for all costs or expenses, and the Association has the legal right to impose a lien if such costs or expenses are not promptly paid.
  11. The Association is authorized to enter the unit if the Association believes the Animal is not being cared for or if the Animal is causing a nuisance and the occupant does not grant entry.
  12. If the Association receives any written complaints from other occupants regarding the Animal, the Association shall notify Applicant, and if the issue is determined to be a valid complaint and the issue continues, or a number of issues occur, the Association may rescind the authorization.

This Agreement, together with information contained in the Application and other attachments, to which it applies, together constitute the full agreement, and any amendments or modifications shall be in writing.

The Association's signature is not required, as its approval of the Animal constitutes its being a Party hereto.

Date: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Applicant Signature  
\_\_\_\_\_  
Applicant Printed Name

If Applicant is not an owner or the sole owner, the Owner(s) or other Owner(s) must sign, acknowledging the terms of this Agreement:

Date: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Owner(s) Signature  
\_\_\_\_\_  
Owner(s) Printed Name  
  
\_\_\_\_\_  
Owner(s) Signature  
\_\_\_\_\_  
Owner(s) Printed Name

**Detailed Description of Service Animal or an Emotional Support Animal**

Unit Number: \_\_\_\_\_

Owner(s) of Unit: \_\_\_\_\_ Owner #1  
\_\_\_\_\_ Owner #2

Applicant (person seeking Service Animal or an Emotional Support Animal:

\_\_\_\_\_

**The Animal that is approved and residing at the Unit as a Service Animal or an Emotional Support Animal for Applicant is described as follows:** Please state which is applicable

Service Animal Breed: (Which can only be a dog at this point) \_\_\_\_\_

Emotional Support Animal Type: \_\_\_\_\_

Name of Animal: \_\_\_\_\_

License Number, if applicable: \_\_\_\_\_

Issued from which State: \_\_\_\_\_

Color: \_\_\_\_\_ Height: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Name and contact information of Veterinarian: \_\_\_\_\_

\_\_\_\_\_

Indicate all vaccinations and dates thereof or attach proof: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Animal neutered or spayed? \_\_\_\_ Yes; \_\_\_\_ No [if no, it must be prior to entering the property]

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

Copy of photograph of Animal attached? \_\_\_\_ Yes \_\_\_\_ No [If no, please obtain and incorporate with packet or it is deemed not complete]

**Approval or Denial of Service Animal or an Emotional Support Animal**

The Board, or Management, or a Committee created for this purpose, known as \_\_\_\_\_, if applicable, has received an Application for Authorization to have a Service Animal or an Emotional Support Animal with attachments, requesting that the Animal described below may reside on the Bellair Condominium property, being Unit # \_\_\_\_\_, to assist Applicant \_\_\_\_\_.

The Board or Management or a Committee has reviewed the Application and attachments, may have interviewed the Applicant, and may have held a meeting to determine the sufficiency of the application and the request. Therefore, at this time, the Board of Directors finds as follows:

\_\_\_\_\_ ***The request is approved with no conditions*** other than providing details of the Animal as per the attached form required on page 7. (Detailed Description with photo)

\_\_\_\_\_ ***The request is approved, pending Applicants fulfilling the following duties, within ten (10) days hereof.*** The Animal may not be brought to the property until the duties are fulfilled and reviewed by the Board of Directors with a sign off and final recommendation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ ***The request is denied.*** Applicant may **resubmit within ten (10) days**, addressing the following deficiencies: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ ***The request is denied,*** as the Board did not find the statements made in the application and / or the physician's or other professional's report sufficient to meet the qualifications required. This decision may have also been influenced based on the recommendation of the finding(s) submitted by a committee or Management, where applicable.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Officer

\_\_\_\_\_  
Printed Name and Authority of Association Officer