

Chelsea House of Port Charlotte – A Condominium, Inc.

SERVICE ANIMAL AND COMPANION ANIMAL POLICY

The following Rules and Regulations are for all animals in Chelsea House of Port Charlotte – A Condominium, Inc. condominiums (hereinafter "Chelsea House" or "Association").

Service animals, companion animals, or emotional support animals will hereafter be referred to as "Certified Animals"

1. All owners seeking approval of a Certified Animal must complete a Chelsea House Certified Animal application form and be approved.
2. At the time of application, the animal owner must show:
 - a. Verification from a physician or other health care provider of the necessity for a service animal or emotional support/companion animal to accommodate a bona fide disability, pursuant to federal and state Fair Housing Acts.
 - b. Proof that the animal is up to date on all required shots and vaccinations.
 - c. Proof of all applicable licenses according to Charlotte County and any applicable city ordinances.
3. If approved:
 - a. The Certified Animal shall be kept by owner for the disability accommodation need as verified by the health care professional, and not for breeding or other commercial use or other purpose.
 - b. Owner shall be required to annually present to the Board of Directors of Chelsea House competent written evidence of the continuing disability accommodation necessity for said Certified Animal and the Certified Animal's proof of all annual vaccinations. Upon failure of owner to furnish said written evidence of continuing necessity and vaccinations, or upon termination of owner's residency, the animal shall be removed from the property within seven (7) days.
 - c. The Certified Animal shall not become a nuisance or health hazard to Chelsea House or any member, owner, resident, tenant, visitor or staff member. The Board of Directors has the discretion to determine if a Certified Animal is a nuisance or health hazard. Nuisance may include, but is not limited to, aggressive behavior, constant barking, or flea/tick infestation.

- d. The Certified Animal shall not be heard by others to bark, whine or cry for extended periods of time.
- e. The Certified Animal shall not be aggressive, attack or bite any person or other animal in Chelsea House.
- f. Owner shall be liable and responsible for any and all harm or damage caused by the Certified Animal.
- g. The Certified Animal resides with the owner in the owner's unit. The owner shall not abandon the Certified Animal. Abandonment shall be determined by the Board of Directors in such cases where the owner has separated him/herself from the Certified Animal for such a long period of time as to call into question the disability accommodation.
- h. The Certified Animal is allowed in other units only when the disabled person is also present.
- i. The Certified Animal shall wear a collar at all times, with appropriate current license tag, and be kept on a leash of no more than six (6) feet at all times when outside owner's unit but within the common property. If the Certified Animal is handheld, a leash must still be attached to the animal with the other end held by the owner.
- j. No Certified Animal shall be left outside unattended.
- k. The Certified Animal's feces shall always be promptly picked up by owner or by such other person in control of the Certified Animal at the time, and placed in a sealed bag and disposed of in an appropriate garbage receptacle belonging to owner.
- l. The Certified Animal shall be allowed on Chelsea House's recreational or other common area property or facilities if necessary as part of the approved disability accommodation, but the Certified Animal must be maintained on a leash. If the Certified Animal is handheld, a leash must still be attached to the animal with the other end held by the owner.
- m. For ingress/egress, while with the Certified Animal, it is recommended but not mandatory that the owner utilize the entrance/exit closest to owner's unit as a courtesy to other owners.

- n. If the owner of the Certified Animal vacates the unit, that owner shall either take the Certified Animal with him/her or relocate the Certified Animal away from Chelsea House immediately.
- o. Owner shall observe all applicable laws and ordinances concerning the care and control of the Certified Animal.
- p. Certification is for one specific approved animal only. If the Certified Animal dies or is removed, the owner must re-apply to the Board of Directors for another Certified Animal as outlined herein.

Adopted by the Association Board of Directors on _____ (date)
at a duly noticed meeting of the Board of Directors of Chelsea House.

Secretary

Chelsea House of Port Charlotte - A Condominium, Inc.

APPLICATION FOR KEEPING OF EMOTIONAL SUPPORT/COMPANION ANIMAL OR SERVICE ANIMAL AS AN ACCOMMODATION FOR RESIDENT'S DISABILITY

DATE: _____

RESIDENT'S PROPERTY ADDRESS IN CHELSEA HOUSE CONDOMINIUMS:

RESIDENT'S NORTHERN ADDRESS IF APPLICABLE:

APPLICANT / RESIDENT WITH DISABILITY:

Name	Date of Birth	Age
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Check one: This is an application for:

☐ Emotional Support/Companion Animal OR ☐ Service Animal

(NOTE: THIS APPLICATION IS FOR ONLY ONE ANIMAL)

Animal is identified/described as follows:

Species: (Circle one) Dog OR Cat OR Other: _____ (If Other, please identify)

Breed: _____

Color(s): _____

Size: _____ (height/length)

Weight: _____

Fully grown? (Circle one) Yes OR No

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

Size: _____ (height/length)

Weight: _____ (approximate)

A photo of the animal must be attached to this application.

Pursuant to the Fair Housing Act, Applicant agrees to reside in Chelsea House with said Emotional Support/Companion Animal or Service Animal, as an accommodation for a disability, until residency or the disability ceases for any reason.

The Board of Directors requires that the Resident prove there is a genuine need for the keeping of an Emotional Support/Companion Animal or Service Animal. The Resident's attending physician or other qualified health care professional must offer such proof in writing in the form described below. Continuing need for the Emotional Support/Companion Animal or Service Animal may be required 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/Companion Animal or Service Animal must be removed from the premises within fifteen (15) days. Upon demise of the Animal, any replacement support animal must be approved and a new application and health care professional's statement submitted. Owner shall be liable and responsible for any and all harm or damage caused by the Certified Animal.

This application must be accompanied by the completed CHELSEA HOUSE MEDICAL RELEASE AND REQUEST FOR INFORMATION RELATED TO PATIENT'S REQUEST FOR REASONABLE ACCOMMODATION form, or other writing that contains all information requested on that form. The information/form must be completed, signed and dated by the attending physician or other health care professional. No application for an Emotional Support/Companion Animal or a Service Animal will be considered without all such information being supplied by the requestor and his/her health care provider.

By signing this application, Applicant hereby acknowledges the receipt of, and agrees to abide by the terms of, the Chelsea House Service Animal and Companion Animal Policy, all other covenants, Rules and Regulations governing Chelsea House, and any other reasonable animal policies properly promulgated by the Board of Directors. A copy of the Service Animal and Companion Animal Policy is being provided to the resident. In addition, the Board requires applicant provide proof of animal vaccination with this application.

Signature of Applicant

Print Name: _____

Date: _____

For office use only:

Received on: _____

Received by: _____

Photo of animal attached: ☐ Yes; ☐ No

Vaccination verification received: ☐ Yes; ☐ No

Application complete: ☐ Yes; ☐ No

If application not complete, what information is missing: _____

Chelsea House of Port Charlotte - A Condominium, Inc.

MEDICAL RELEASE and REQUEST FOR INFORMATION
RELATED TO PATIENT'S REQUEST FOR REASONABLE ACCOMMODATION

I, _____, intend to request that my condominium Board of Directors provide the following accommodation to ameliorate the effects of my disability:
[outline requested accommodation here:]

This Authorizes you to release the information requested below. Information obtained under this release is limited to information that is no older than 12 months.

Dated: _____

Resident

DEFINITION OF DISABLED

Under federal and state law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities.

The term "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; musculoskeletal; 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. 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 infection, mental retardation, emotional illness, drug addiction (other than 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. 24 CFR §100.201.

NAME AND TITLE OF PERSON SUPPLYING THE INFORMATION _____

FIRM/ORGANIZATION

1. How long have you treated the above named person (Resident)? _____
2. Is the Resident disabled as defined above? _____ Yes _____ No
3. What major life activities does the physical/mental impairment substantially limit the individual from participating in?

4. If the Resident is an individual with a disability, in your professional opinion, will the requested accommodation ameliorate the effects of the disability? ____ Yes ____ No
5. If the Resident is an individual with a disability and is requesting an accommodation to keep a service animal or emotional support animal, in your professional opinion, is the keeping of a service animal or emotional support animal necessary in order for the Resident to have the same opportunity that a nondisabled individual has to use and enjoy the premises?
____ Yes ____ No
6. In what way does the service animal/emotional support animal's assistance ameliorate the effects of the disability?
7. What tasks, work or services, if any, has the service animal or emotional support animal been trained to perform (training is not necessary, but if you know of any, please specify below)?
8. Is the disability and need for the accommodation temporary? ____ Yes ____ No
If yes, what is the estimated length of need for the service/emotional support animal?
9. Are you willing to testify in court as to your opinions stated herein? ____ Yes ____ No

Signature: _____
Print Name: _____
License Number: _____

Dated: _____