

AVIAN PLACE HOMEOWNERS ASSOCIATION, INC.

**COMFORT / EMOTIONAL SUPPORT ANIMAL (ESA) AND SERVICE ANIMAL
REQUEST FORM**

Before a Comfort/Emotional Support Animal (ESA) or Service Animal is permitted to reside in a home as a reasonable accommodation and exception to the pet rules and regulations as set forth in Article X, Section H, of the Declaration for Avian Place Homeowners Association, Inc. (the "Association"), you must complete and submit this Comfort/Emotional Support Animal (ESA) and Service Animal Request Form to the Association **and your request must be approved by the Association.**

The Association will notify you in writing of its decision to approve or disapprove your request or if the Association requires additional information within 10 calendar days after it receives a fully completed Request Form. An incomplete Request Form will not be accepted or processed by the Association.

An approval is valid for the **earliest** of (A) one (1) year from the date of approval by the Association, for non-observable disabilities, or (B) the death of the approved animal, or (C) if your disability is not permanent, the date your disability ceases. For non-observable disabilities, you are required to re-submit a new Request Form and obtain approval from the Association each year.

The Association's approval of your Comfort/Emotional Support Animal (ESA) or Service Animal is limited only to the Association and the Avian Place community. The Association's approval your Comfort/Emotional Support Animal (ESA) or Service Animal is not, and shall not constitute, an approval of your Comfort/Emotional Support Animal (ESA) or Service Animal from the Master Association, Province Park Homeowners Association, Inc.

If a request for a Comfort/Emotional Support Animal (ESA) and Service Animal is being requested by a tenant of an owner of a home, the tenant must review his/her lease for any restriction and/or prohibition on pets in the leased home. Approval by the Association of a Comfort/Emotional Support Animal (ESA) and Service Animal for a tenant of an owner does not excuse the tenant from compliance with pet restrictions and/or prohibitions in his/her lease.

If an animal resides in your home in violation of the Association's pet rules without first obtaining approval by the Association or you fail to submit your annual Request Form and obtain approval from the Association for your animal as a Comfort/Emotional Support Animal (ESA) or Service Animal, you must immediately remove your animal from your home until such time as your animal is properly registered and approved by the Association. If you fail to remove your animal from your home, the Association will pursue all legal rights and remedies available to it, including seeking to permanently prevent your animal from residing in your home.

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AVIAN PLACE HOMEOWNERS ASSOCIATION, INC.

TO BE FILLED OUT BY THE OWNER/TENANT REQUESTING THE EMOTIONAL SUPPORT ANIMAL (ESA) OR SERVICE ANIMAL ACCOMMODATION.

Print Name: _____

Home Address: _____

Owner of Home _____ Yes or _____ No (check one)

Tenant of Home _____ Yes or _____ No (check one)

If Tenant, Please Print Name of Owner of Home:

Animal's Name: _____

Description of Animal (*i.e.*, type of animal, breed, color, weight, etc.): _____

Lee County, FL, License No. _____

Please provide a recent color photograph of the Animal.

For Service Animal (Dog) Only (under the Americans with Disabilities Act, only dogs qualify as a service animal):

Service Animal (Dog) Registration No.: _____.

If you are requesting an accommodation for a Service Animal (dog), unless it is readily apparent that the service dog is trained to do work or perform tasks for the benefit of the applicant, the Association is permitted to ask you (1) to verify the service dog is required because of your disability, and (2) what work or task has the dog been trained to perform. The Association is not inquiring about the nature or extent of your disability. The Association is not requesting documentation regarding your disability.

For a Comfort / Emotional Support Animal (ESA) Only:

If you are requesting an accommodation for a Comfort/Emotional Support Animal, provide written documentation from a physician, psychiatrist, social worker or other mental health provider that the Comfort/Emotional Support Animal provides emotional support that alleviates one or more of the identified disability related symptoms or effects of an existing disability as permitted by applicable law. No request is being made to access your medical records.

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AVIAN PLACE HOMEOWNERS ASSOCIATION, INC.

**Rules and Regulations for
Comfort/Emotional Support Animals and Service Animals**

The Board of Directors of Avian Place Homeowners Association, Inc. (the “Association”) has approved the following Comfort/Emotional Support Animals and Service Animals Rules and Regulations for Owners and Tenants who have been afforded a reasonable accommodation by the Association for a Comfort/Emotional Support Animal and Service Animals. Owners and Tenants granted a reasonable accommodation by the Association shall comply with these Comfort/Emotional Support Animals and Service Animals Rules and Regulations and the Pet Rules set for in Article X, Section H, of the Declaration of Covenants, Restrictions and Easements of the Association (as amended, the “Declaration”). Violation of these Comfort/Emotional Support Animals and Service Animals Rules and Regulations and/or the Pet Rules set forth in the Declaration may subject the violator to any and all remedies available to the Association pursuant to the Association’s governing documents and applicable laws, including removal of the animal from the Owner’s/Tenant’s home and the Association’s property. The failure on the part of past or present Board of Directors of the Association to enforce any of these Comfort/Emotional Support Animals and Service Animals Rules and Regulations does not waive or negate the right of the Association to enforce these Comfort/Emotional Support Animals and Service Animals Rules and Regulations in the future. Any waiver or modification of these Comfort/Emotional Support Animals and Service Animals Rules and Regulations by the Association must be in writing and approved by the Board of Directors of the Association. These Comfort/Emotional Support Animals and Service Animals Rules and Regulations do not constitute an amendment, modification or termination of the pet policy set forth in Article X, Section H, of the Declaration. These Comfort/Emotional Support Animals and Service Animals Rules and Regulations were enacted to ensure the Association’s compliance with applicable laws concerning Comfort/Emotional Support Animals and Service Animals, including the Fair Housing Act and HUD guidance notices.

1. All Comfort/Emotional Support Animals and Service Animals must be registered with and approved by the Association prior to residing in your home. The Owner/Tenant shall submit his/her request for a Comfort/Emotional Support Animal or Service Animal accommodation, together with, if applicable, documentation from a physician, psychiatrist, social worker or other mental health provider that the Comfort/Emotional Support Animal provides emotional support that alleviates one or more of the identified disability related symptoms or effects of an existing disability as permitted by applicable law. The request for a Comfort/Emotional Support Animal or Service Animal accommodation shall be on an application form prescribed by the Association.
2. An approval of a Comfort/Emotional Support Animal or Service Animal is valid for the **earliest** of (A) one (1) year from the date of approval by the Association, for non-observable disabilities, or (B) the death of the Association-approved Comfort/Emotional Support Animal or Service Animal, or (C) if your disability is not permanent, the date your disability ceases. For non-observable disabilities, you are required to re-submit a new Request Form and obtain approval from the Association each year.
3. Upon the death of your Association-approved Comfort/Emotional Support Animal or Service Animal, no replacement animal is permitted without prior approval of the Board, which approval process shall include a requirement that the Owner/Tenant resubmit his/her request for a Comfort/Emotional Support Animal or Service Animal accommodation, together with appropriate documents supporting the same.

4. All Comfort/Emotional Support Animals and Service Animals must meet the vaccination, licensing (tag) and other requirements of the animal control ordinance for Lee County, Florida, as amended from time to time.
5. All Comfort/Emotional Support Animals and Service Animals must be on a leash or carried when outside the Owner's/Tenant's home, and Comfort/Emotional Support Animals and Service Animals must be under the control of the handler.
6. No Comfort/Emotional Support Animal or Service Animal shall be tied, chained or otherwise restrained to any portion of the exterior of the buildings, grounds or common property of the Association (*e.g.*, poles, trees, fences, etc.).
7. No Comfort/Emotional Support Animal or Service Animal shall be left unattended on a porch, balcony or lanai.
8. No Comfort/Emotional Support Animal or Service Animal shall be kept or bred for commercial purposes in any home. Service Animals are limited to dogs only per law. An Emotional Support Animal must be a common, household, domestic animal. No exotic animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed or kept as a Comfort/Emotional Support Animal or Service Animal in any home.
9. If a Comfort/Emotional Support Animal or Service Animal becomes a source of continuous barking, meowing or other unreasonable annoyance to other Owners/occupants of a home, the owner of the Comfort/Emotional Support Animal or Service Animal must cause the problem to be promptly corrected; or if it is not corrected, the owner of the Comfort/Emotional Support Animal or Service Animal, upon written request of the Association, must permanently remove the Comfort/Emotional Support Animal or Service Animal from Owner's/Tenant's home and the Association's property.
10. If a Comfort/Emotional Support Animal or Service Animal is aggressive (*i.e.*, bite, snap, growl, bark, jump, etc.) toward other Owners/occupants of a home and/or their respective guests and invitees or agents of the Association, the owner of the Comfort/Emotional Support Animal or Service Animal must cause the problem to be promptly corrected; or if it is not corrected, the owner of the Comfort/Emotional Support Animal or Service Animal, upon written request of the Association, must permanently remove the Comfort/Emotional Support Animal from the Owner's/Tenant's home and the Association's property.
11. All injuries or damages caused to persons or property shall be the sole responsibility of the owner of the offending Comfort/Emotional Support Animal or Service Animal. Each owner of a Comfort/Emotional Support Animal or Service Animal shall indemnify and hold the Association and its directors, officers, managers, agents and assigns harmless from and against any loss or liability of any kind or character whatsoever arising from or related to having any Comfort/Emotional Support Animal or Service Animal on the Association's property or in a home.
12. No Comfort/Emotional Support Animals are permitted in the pool, pool area, fitness center or other common buildings of the Association or the Master Association, Province Park Homeowners Association.

13. No family member, visitor, guest or invitee of an Owner/Tenant shall bring or keep an unregistered/unapproved animal upon the Association's property or within said Owner's/Tenant's home.
14. The owner of the Comfort/Emotional Support Animal or Service Animal is required to pick-up and properly dispose of all solid waste generated by his/her Comfort/Emotional Support Animal or Service Animal. If the owner repeatedly fails to pick-up and properly dispose of all solid waste, the Association may request the permanent removal of the Comfort/Emotional Support Animal or Service animal from the Owner's/Tenant's home and the Association's property.
15. The owner of the Comfort/Emotional Support Animal or Service Animal is required to comply with all pet rules and restrictions set forth in Article X, Section H, of the Declaration.
16. The owner of the Comfort/Emotional Support Animal or Service Animal is required to comply with all pet rules and restrictions adopted by the Master Association.

The undersigned has read, understands and agrees to strictly comply with the foregoing Comfort/Emotional Support Animals and Service Animals Rules and Regulations.

By submitting this Request Form, I agree to faithfully abide by the Association's Comfort/Emotional Support Animals and Service Animals Rules and Regulations, and that I am representing to the Association that the information contained in (or included as part of) this Request Form is true and accurate and is not being submitted to the Association for the purposes of misrepresentation or obtaining approval of a Comfort/Emotional Support Animal or Service Animal under false pretenses in violation of applicable law.

(Signature of Applicant)

(Print Name of Applicant)

Date: _____

EMAIL OR MAIL THE COMPLETED APPLICATION TO THE ASSOCIATION: c/o Schoo Association Management, LLC, 9403 Cypress Lake Drive, Suite C, Fort Myers, FL 33919, Attention: Pat Schoo, Phone 239-362-3091, Email: pats@samcam.biz.

AVIAN PLACE HOMEOWNERS ASSOCIATION, INC.

**Comfort/Emotional Support Animals and Service Animals
For Office Use Only**

Date Request Form received by the Association: _____

Date of Approval or Denial by Board of Directors: _____

Renewal Date (1 year from Approval) _____

Animal's Name: _____

Attach Photograph of Animal.

For Comfort/Emotional Support Animal Only: Attach Documentation of Disability.

For Service Dog Only: Association has (1) verified that the service dog is required because of the applicant's disability, and (2) verified the work or task the dog has been trained to perform for the applicant. The Association cannot inquire about the nature or extent of the applicant's disability. The Association cannot request documentation regarding an applicant's disability.

**** IMPORTANT LEGAL NOTE:** If you have a question or concern with the application or information provided, please contact the Association's attorney for guidance.

CONFIDENTIAL RECORD / NOT AVAILABLE FOR INSPECTION BY MEMBERS