



12/2022

SUPPORT ANIMAL POLICY, RULES AND REGULATIONS

Pursuant to Section 760.27, Florida Statutes, it is a second degree misdemeanor for any person to falsify or knowingly submit fraudulent information or documentation for an emotional support animal, or otherwise knowingly and willfully misrepresent themselves (by conduct, orally, or in writing) as having a disability or a disability related need for an emotional support animal. Anyone convicted of violating the statute is subject to imprisonment up to 60 days, a \$500 fine, or both; and in addition, must perform 30 hours of community service.

The following Support Animal Policy is for all service animals, companion animals, comfort animals, emotional support animals or the like that are approved and admitted to Gulf and Bay Club Bayside as an accommodation to a disability. Service animals, companion animals, comfort animals, emotional support animals, or other verified accommodation animals, whether credentialed, trained, or not, will hereafter be referred to as "Support Animals."

All persons seeking approval of a Support Animal must complete the GULF AND BAY CLUB BAYSIDE APPLICATION FOR KEEPING OF EMOTIONAL SUPPORT/COMPANION ANIMAL OR SERVICE ANIMAL AS AN ACCOMMODATION FOR A DISABILITY form, and be *approved*.

At the time of application, or at the time of obtaining the Animal if, after application, the animal owner must show the following:

- Verification from a health care provider of the necessity for a Support Animal to accommodate a bona fide disability as provided for and defined by federal and state Fair Housing Acts. Forms for this purpose are available from Gulf and Bay Club Bayside, or the requestor may use their own form.
- Proof that the Animal is up to date on all required shots and vaccinations.
- Proof of all applicable licenses according to any county or city ordinances.

If approved

- The Support Animal shall be kept by its owner only for the disability accommodation need as verified by the health care professional and not for breeding or other commercial use or other purposes.
- The owner shall be required to annually present to the Board of Directors competent written evidence of the continuing disability accommodation necessity for said Support Animal, and the Support Animal's proof of all annual vaccinations. Upon failure of the owner to furnish said written evidence of continuing necessity and vaccinations, or upon the termination of

the Support Animals owner's residency/occupancy, the Animal shall be removed from the property.

- The Support Animal shall not become a nuisance or health hazard to Gulf and Bay Club Bayside or any member, owner, resident, tenant, visitor, invitee, guest, licensee, employee, or staff member. The Board of Directors has the discretion to determine if a Support Animal is a nuisance or health hazard. Nuisance/health hazard may include, but is not limited to: aggressive behavior; feces not cleaned up; barking, whining, or crying for extended periods of time; vermin/flea/tick infestation.
- The Support Animal shall not be aggressive or attack or bite any person or other Animal.
- The Support Animal shall not disturb or destroy the common areas and common elements of the Gulf and Bay Club Bayside.
- The Support Animal owner and the Unit Owner, if not one and the same, shall be liable and responsible for any and all harm or damage caused by the Support Animal and shall indemnify and hold harmless the Gulf and Bay Club Bayside Association, Inc. for such harm. Any cost to repair damage to the common areas caused by the Support Animal will be billed to the responsible owner and shall be paid within ten (10) days.
- The Support Animal shall reside with the Support Animal owner in the designated unit. The owner shall not abandon the Support Animal. The Board of Directors shall determine abandonment.
- The Support Animal is allowed in other units only when the disabled person is also present unless otherwise approved by the Board of Directors.
- The Support Animal shall be kept on a leash of no more than twelve (12) feet at all times when outside the owner's unit but within the common property. If the Support Animal is handheld, a leash must still be attached to the Animal with the other end held by the owner.
- No Support Animal shall be left outside or on balconies unattended.
- The Support Animal's feces shall always be promptly picked up by the owner or by such other person in control of the Support Animal at the time, placed in a sealed bag, and disposed of in an appropriate garbage receptacle belonging to the owner. This includes cat litter. No pet waste or cat litter shall be disposed of down the Trash Chute or commodes.
- The common area washers and dryers shall not be used for animal blankets, animal toys, animal towels, etc., as the animal dander collects in the machines and poses harm to others, especially those with allergies.
- The Support Animal shall be allowed on Gulf and Bay Club Bayside's recreational or other common area property or facilities if necessary as part of the approved disability accommodation, but the Support Animal must be maintained on a leash and shall not harass or injure others in the common areas or create any other nuisance. If the Support Animal is handheld, a leash must still be attached to the Animal with the other end held by the owner.
- If the owner of the Support Animal vacates the unit, that owner shall either take the Support Animal with him/her or relocate the Support Animal away from the entire premises.
- The owner shall observe all applicable laws and ordinances concerning the care and control of the Support Animal.
- Approval of a Support Animal is for the specific approved Animal only. If the Support Animal dies or is removed, the owner must re-apply to the Board of Directors for another Support Animal as outlined herein.

- It is recommended that Support Animal owners utilize HEPA or similar filters in their HVAC units and vacuum cleaners.
- If the approved Support Animal is for a temporary or seasonal residency, the owner shall register the Support Animal with the Gulf and Bay Club Bayside office prior to arrival on the premises, so that the office knows when to expect the Support Animal's occupancy.
- Gulf and Bay Club Bayside residents, invitees, guests, or others on the property may file written complaints against Support Animal owners accompanied by any witness statements to the Gulf and Bay Club Bayside office, manager, or Board of Directors.
- Any Support Animal who, in the discretion of the Board of Directors, becomes a nuisance or exhibits other behavior in violation of these Rules or local ordinances, may be subject to removal from the premises despite its designation as a Support Animal.
- In the discretion of the Board of Directors, any Support Animal may be subject to removal from the premises, despite its designation of a Support Animal, where the Support Animal owner has violated any of these Rules pertaining to Support Animals.

APPLICATION FOR KEEPING OF EMOTIONAL SUPPORT/COMFORT ANIMAL OR SERVICE ANIMAL AS AN ACCOMMODATION FOR A DISABILITY

Owner

Unit Number

Other Address (If Applicable)

APPLICANT / RESIDENT WITH DISABILITY REQUESTING ACCOMMODATION

Name

Date of Birth Age

RELATIONSHIP OF APPLICANT TO OWNER OF UNIT (if other than Self):

Circle one: This is an application for

Emotional Support

Comfort Animal

Trained Service Animal

If you currently have possession of the Animal, please describe the Animal below. If you do not currently have possession of the Animal, please provide the description of the Animal you hope to obtain:

Circle one: Dog Cat Other _____
Specify

Type/Breed

Color(s)

height/length

weight

Fully grown? **Circle one** Yes No Unknown

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

height/length

weight

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

Pursuant to the federal and Florida Fair Housing Acts, Applicant agrees to reside in Gulf and Bay Club Bayside condominiums with said Emotional Support/Comfort Animal or Service Animal as an accommodation for 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/Comfort Animal or Service Animal in this pet-free condominium. The Applicant's attending qualified health care professional must offer such proof in writing in the form described below.

The continuing need for the Emotional Support/Comfort Animal or Service Animal must be proven by periodic (annual) written updates of the Resident's qualified health care provider's statement. Upon the demise or relocation of the occupant, the Emotional Support/Comfort Animal or Service Animal must be removed from the premises. Upon the death of the Animal, any replacement support animal must be approved and a new application and health care professional's statement submitted.

A completed GULF AND BAY CLUB BAYSIDE MEDICAL RELEASE Form must accompany this application and a REQUEST FOR INFORMATION RELATED TO PATIENT'S REQUEST FOR REASONABLE ACCOMMODATION form. Both are available from the Gulf and Bay Club Bayside office and must be completed, signed, and dated by the attending health care professional, or this application must be accompanied by all of the information requested on that form if the form is not used.

No application for an Emotional Support/Comfort Animal or a Service Animal will be considered without the completed requested information, unless the disability and need for the Animal are readily apparent.

By signing this application, the Applicant hereby acknowledges the receipt of and agrees to abide by the terms of the Gulf and Bay Club Bayside Association, Inc. Support Animal Policy, Rules and Regulations. A copy of the Support Animal Policy, Rules and

Regulations was provided to the Applicant at the time of application.

Applicant _____ Signature of _____
_____ Print _____ Name Date

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.

HEALTH CARE PROVIDER

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

TO: (name of health care provider): _____

I, (name of patient/applicant) _____, intend to request that my condominium Board of Directors provide the following accommodation to ameliorate the effects of my disability: [outline requested accommodation 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.

Applicant Signature

Date

of Health Care Provider

Name and Title

Organization (if applicable)

Firm or

1. How long have you treated the above-named person (Applicant)?

2. Is the Applicant disabled as defined above? Yes No

3. What major life activities does the physical/mental impairment substantially limit the Applicant from participating?

4. If the Applicant 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 Applicant is an individual with a disability and is requesting an accommodation to keep a service animal or comfort/emotional support animal in this No-Pet property, please answer the following three questions (A) – (C):

A. In your professional opinion, is the keeping of a service animal or comfort/emotional support animal necessary in order for the Applicant to have the same opportunity that a nondisabled individual has to use and enjoy the premises? Yes No

B. In what way does the service animal's/comfort-emotional support animal's assistance ameliorate the effects of the disability (in other words, what is the connection between the disability and the need for the Animal)?

C. Certification or training of the Animal is not required, but if the Animal is certified or trained, what tasks, work, or services, if any, has the service animal or comfort/emotional support animal been trained to perform, if you know?

8. Is the disability and need for the accommodation temporary?

Yes No

If yes, what is the estimated length of need for the accommodation?

9. Are you willing to testify in court as to your opinions stated herein?

Yes No

Signature of Health Care Provider

Print Name

License Number

State of Issue

Please note pursuant to Section 760.27, Florida Statutes, it is grounds for professional licensure disciplinary action for a health care provider to provide information indicating that a person has a disability or needs an assistance/emotional support animal without personal knowledge of the person's disability or need for the specific animal in question.

Gulf and Bay Club Bayside Association, Inc.
MEDICAL RELEASE and REQUEST FOR INFORMATION RELATED TO
PATIENT'S REQUEST FOR REASONABLE ACCOMMODATION

TO: (name of health care provider): _____

I, _____ (name of patient/applicant), intend to request that my condominium Board of Directors provide the following accommodation to ameliorate the effects of my disability: [outline requested accommodation here: (for example: "I request to have an emotional support animal")]

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: _____

Applicant Signature

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 HEALTH CARE PROVIDER SUPPLYING THE INFORMATION:

FIRM/ORGANIZATION (if applicable)_____

1. How long have you treated the above-named person (Applicant)?

2. Is the Applicant disabled as defined above? _ Yes ____ No

3. What major life activities does the physical/mental impairment substantially limit the Applicant from participating in?

4. If the Applicant 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 Applicant is an individual with a disability and is requesting an accommodation to keep a service animal or comfort/emotional support animal in this No-Pet property, please answer the following three questions (a) - (c):

(a) in your professional opinion, is the keeping of a service animal or comfort/emotional support animal necessary in order for the Applicant to have the same opportunity that a nondisabled individual has to use and enjoy the premises? Yes No

(b) In what way does the service animal's/comfort-emotional support animal's assistance ameliorate the effects of the disability (in other words, what is the connection between the disability and the need for the animal)?

(c) Certification or training of the animal is not required, but if the animal is certified or trained, what tasks, work or services, if any, has the service animal or comfort/emotional support animal been trained to perform, if you know?

8. Is the disability and need for the accommodation temporary? _____ Yes ___
No

If yes, what is the estimated length of need for the accommodation?

9. Are you willing to testify in court as to your opinions stated herein? _Yes ___
No

Signature: _____

Dated:

Print Name: _____

License Number and State of Issue: _