

Service and Support Animal Rules

Although the Association's Rules were amended in 2002 to limit the number of allowable pets per home to two. Nonetheless, based on various state and federal laws, the Association is required to make reasonable accommodations allowing qualified disabled residents to have a service or support animal. The following Service and Support Animal Rules ("Rules") have been enacted to ensure the health, safety and quiet enjoyment of all our residents in compliance with prevailing law.

- 1) Pursuant to Florida law and the Association's *Governing Documents*, owners are jointly and severally liable for the conduct and damage caused by their tenants, guests, invitees and pets.
- 2) All support and service animals must register with the Association. Further, all support animals must be approved by the Association ("Approved Pet"). The Association's other restrictions related to pets remains in full effect. As such, the Association maintains its right to seek the removal of all non-approved pets and Approved Pets considered a nuisance to others.
- 3) Each year, Approved Pet owners are required to register their Approved Pet on or before December 15th. Registration forms are available from the Association. The initial registration for an Approved Pet requires the submission of a completed application containing all of the requested information from the resident's treating professional. It is the requirement of each Approved Pet owner to timely register their Approved Pet each year and receive written approval from the Board of Directors prior to bringing the pet into their home. Each year, upon compliance with the Approved Pet registration requirements, the Association will issue an ID badge for each Approved Pet ("ID Badge"). All Approved Pets must have a current ID Badge attached to its collar while outside their residence. In addition to all other available remedies, Owners of unapproved pets will be subject to fines and the possibility of the Association filing a lawsuit seeking a court order to permanently remove the unapproved pet.
- 4) Approved Pets can be walked only on the owner's property or outside of the Association. Approved Pets shall be under the pet owner's control at all times while outside their home and shall be walked on a leash not to exceed six feet (6') in length. Residents are responsible for, and must

immediately pick up and properly dispose of, their Approved Pet's waste. Approved Pets are not permitted to urinate or defecate in and around the lake.

5) Approved Pets are not permitted in the pool/Jacuzzi area, except service animals that are medically necessary for the resident to use the pool/Jacuzzi.

6) Approved Pets may not be tethered outside and left unattended. Dog runs or enclosures are not permitted on any Lot.

7) All sliding doors and other doors to a home containing an Approved Pet must be closed anytime the Approved Pet is left unattended.

8) Residents are responsible for the cost of any repairs for damage, or personal injury, caused by an Approved Pet.

9) Residents are responsible for maintaining his/her Approved Pet in a "flea free" condition and obtaining all required vaccinations/inoculations on a current basis. Upon request, Residents shall provide proof to the Association their Approved Pet is properly registered and has up-to-date vaccinations/inoculations. Residents shall abide by all local laws regarding animal safety and care.

10) By maintaining an Association Approved Pet, each Resident acknowledges the Association is not responsible for any injury sustained by the Association Approved Pet while on Association property or elsewhere within the Association. Further, each resident agrees to defend, indemnify and hold the Association harmless for injuries and/or damages caused by his/her Approved Pet.

11) Residents shall comply with the Association's Governing Documents regarding undue disturbances and nuisances to other members. Residents must undertake all reasonable steps to avoid their Association Approved Pet from disrupting other members and their guests.

12) Other than service animals, guests, invitees and visitors are prohibited from bringing an animal or pet onto Association property and/or into a home.

In accordance with the Association's *Governing Documents*, the foregoing Rules are subject to change by the Board of Directors.

I acknowledge that I have read, understood and agreed to comply with the foregoing.

Date: _____

Owner

Witness

-----For non-Owner residents only (in addition to the above Owner's signature):

Date: _____

Resident (if applicable)

Witness

Service and Support Animal Annual Pet Registration Form

This form to be used by any occupant of a home within Madison Lakes Homeowners' Association that has a pet.

This registration form must be completed annually with an updated veterinary report and current pet license. Your initial registration must include the following items:

1. Signed Service and Support Animal Rules
 2. A photo of the pet (4"x 6") showing the full body of the pet.
 3. A copy of the most recent veterinary report stating the date of inoculations, breed, sex, size and the age of the pet.
 4. Proof of your pet's current registration and license with Palm Beach County.
 5. Completed affidavit of treating physician
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Owner/Occupant Information

Date: _____

Owner's name: _____ Address: _____

Pet owner/occupant's name if different than homeowner: _____

Pet information:

Name of pet: _____ Sex: _____

Breed: _____ Year of birth: _____ Weight: _____

Color/markings: _____

Current veterinarian: _____ Telephone number: _____

Address: _____

Rabies vaccination date: _____ Tag#: _____ Exp. Date: _____

Pet's emergency caretaker: _____ Telephone: _____

Signature of homeowner: _____

Signature of pet owner/occupant if different than homeowner: _____

AFFIDAVIT OF TREATING PHYSICIAN

BEFORE ME, the undersigned authority, personally appeared _____,
who, being duly sworn, deposes and says:

1. My name is _____.
2. I am licensed by the State of _____, with full privileges to practice medicine within the State of _____.
3. My practice specialty is _____.
4. My office is located at _____.
5. I am the treating physician for _____ (hereinafter "Patient"). I began treating Patient on _____.
6. On or about _____, I diagnosed Patient within a reasonable degree of medical certainty as suffering from a physical and/or mental disability/handicap. (Circle all that apply).
7. Within a reasonable degree of medical certainty, I estimate that Patient's medical/mental condition(s) began on or about _____ and will continue until _____.
8. Within a reasonable degree of medical certainty I have concluded that Patient's medical/mental condition substantially limits Patient's major life activities as follows: (list the major life activities affected by the disability): _____

_____.
9. The animal is able to ameliorate the effects of the disability by: _____

_____.
10. On _____ I prescribed an emotional support animal and/or service animal a part of Patient's medical treatment.
11. The (emotion support animal/service animal/reasonable accommodation) is medically necessary and will assist Patient in _____

_____.
12. It is my medical opinion that Patient IS/IS NOT (please circle as applicable) handicapped as that term is defined under the Fair Housing Act and Florida Fair Housing Act***, and the animal

