

## **Bayway Isles - Point Brittany Two Condominium Inc.**

### **WAIVER FOR EMOTIONAL SUPPORT/SERVICE ANIMAL**

Owner(s): \_\_\_\_\_

Unit #: \_\_\_\_\_

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

This waiver is being granted by the Board of Directors in compliance with the existing Federal and State Statutes regarding “Emotional Support Animals.”

This waiver is subject to the restrictions listed below:

1. The animal must be licensed and current with all required shots and vaccinations and the Board may require proof of same be provided by owner as verified by a licensed veterinarian.
2. This reasonable accommodation is granted only as to the particular animal currently owned by the owner. A separate application, documentation, and waiver will be required for any replacement animal.
3. The animal is required to wear a collar with identification information for the animal and the name, address and telephone number for the animal’s owner and must be on a leash no longer than six (6) feet long at all times when outside the owner’s unit/dwelling.
4. The owner must pick up all animal waste immediately and dispose of the waste properly.
5. The animal cannot make noise which disturbs the peace and tranquility of other owners or create a nuisance or danger to others.
6. The animals may not be kept unattended on the balcony or patio of the unit/dwelling and may not be left alone in the unit/dwelling for more than ten (10) consecutive hours or overnight.

7. The accommodation is being made to the owner who qualifies for the exemption under Federal and State Fair Housing Laws and to no other owner/occupant of the unit/dwelling. When the owner entitled to the reasonable accommodation is no longer in residence in the unit/dwelling, the animals shall be removed.
8. Owner agrees that he or she shall indemnify and hold the Association harmless for any damages or personal injury caused by the animals and shall promptly reimburse the Association for any costs incurred by the Association to make repairs as a result of or arising out of the animals being on the premises.
9. If the Board receives any complaints regarding the Owner's failure to abide by the restrictions listed above, the Owner will be notified in writing of the complaint(s) and directed to correct the problem. If the Owner fails to correct the problem, and the same problem persists, the Board may take appropriate action to have the animals removed.
10. To the extent it is necessary to institute legal action to enforce the provisions herein, the Owner shall bear any reasonable attorney's fees and costs incurred by the Association.

I understand and agree to comply with the above listed restrictions:

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Owner Signature

Date