

1904 Clubhouse Drive  
Sun City Center, FL 33573  
Phone: 813-642-8990  
Fax: 813-642-8790

Dear Licensed Health Professional, your patient has requested to have a service or support animal in their unit in \_\_\_\_\_ Association.

Animals are restricted in this community. In order for the request to be approved, please complete and sign the attached *Request for Association Approval of Service or Support Animal* or provide the information requested therein on your own letterhead.

In order to provide the reasonable accommodation requested by the patient, the Association requests the following information.

1. A specific diagnosis of a physical or mental impairment which substantially limits one or more of the patient's major life activities.
2. A major life activity that is limited
3. A description of how the service or support animal will alleviate the limitation and enable the patient to use and enjoy their home.
4. Your name and contact information.

ALL forms must include the physicians or therapists name and contact information.

**REQUEST FOR ASSOCIATION APPROVAL OF  
SERVICE OR SUPPORT ANIMAL**

Name of Patient \_\_\_\_\_ Patient's Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

1. Identify specifically the physical or mental impairment\* of the patient which substantially limits one or more of the patient's major life activities. Pursuant to 24 CFR 100.201 (a) and 60Y-6, F.A.C., "physical or mental impairment" includes 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 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, emotional illness, drug addiction (other than addiction caused by current Illegal use of a controlled substance) and alcoholism.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the major life activity that is substantially limited due to the above-listed physical or mental impairment. Pursuant to 24 CFR 100.201 (b) and 60Y-6, F.A.C., "major life activities" include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe how the service or support animal requested by the patient will alleviate the limitation and enable the patient to use and enjoy their home.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By my signature below, I certify that \_\_\_\_\_ is my patient and the above information is true and correct.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

License Number: \_\_\_\_\_

Phone: \_\_\_\_\_

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

ANIMAL AGREEMENT

Name(s) \_\_\_\_\_

Unit Address: \_\_\_\_\_ Unit No: \_\_\_\_\_

OF \_\_\_\_\_ ASSOCIATION, INC., SUN CITY CENTER, FLORIDA

Identification of animal: (\_\_\_) dog or (\_\_\_) cat currently being kept at the above location.

Identification: \_\_\_\_\_  
Breed, Color, Age, Weight (at maturity), Name

This Animal Agreement is entered into by and between the above-identified association unit owner(s) (hereinafter called "Owner") and the above identified Association (hereinafter called "Association **Animal will refer to singular (1) or plural (2) animal(s).** Any change of Animal will require a new Agreement to be executed.

**WHEREAS**, Owner owns the above-identified house animal and

**WHEREAS**, the Association has the responsibility for the maintenance of the common elements in the above-identified association as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of said Association; and

**WHEREAS**, Owner acknowledges understanding of the restrictions and requirements of this Agreement as follows;

**NOW, THEREFORE**, in consideration of the foregoing premises, The Association and Owner hereby specifically agree as follows:

1. Association shall enforce this Animal Agreement pursuant to the terms hereof, and the decision of the Association to make a deduction to repair damage shall be in their sole discretion and shall be final. If it should become necessary for the Association to utilize the services of an attorney for appropriate action to enforce any provision of this, the Animal Agreement Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith. Owner agrees to pay all costs upon demand.

In consideration for being permitted to keep an Animal(s) in accordance with the foregoing provisions, Owner specifically agrees to indemnify and hold harmless the Association from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity directly or indirectly as a result of this agreement or the keeping of the Animal in the unit, the property of the condominium and the Kings Point complex.

2. Owner agrees to abide by and follow the following rules and regulations regarding the Animal:
  - a. The Animal shall be kept on a leash at all times when such Animal is outside of Owner's unit.
  - b. Owner shall not allow the Animal to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other unit owners or their tenants.
  - c. The Animal shall not be permitted to cause damage or destruction to any unit or to cause damage or destruction to any of the common elements, limited common elements or properties in the Kings Point complex.

3. Any complaints of damage caused by the Animal from other unit owners shall be submitted to the Association in writing. Association shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. Owner will pay amount of damages within fifteen (15) days from the date of such notice. Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently.
4. Complaints not involving damages submitted to the Association by other unit owners at Kings Point shall be in writing and shall be verified by Association.
5. Each Animal complaint submitted under paragraph 3 or 4, filed by other unit owners shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Association shall take action with regard to such infractions as follows:
  - a. First infraction notice: Association shall notify Owner of infraction in writing based on Association's documents.
  - b. Second infraction notice: Association shall notify Owner in writing based on Association's documents.

Infractions for purposes of this paragraph shall cumulate only on the basis of separate twelve (12) month periods with each new period commencing on the annual anniversary date of this Agreement ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

Owner Agrees to abide by all state and local animal ordinances. An overview of Hillsborough County Ordinances is attached. The complete statute is available through Hillsborough County Animal Services.

### **Hillsborough County**

Select features found in the Animal Ordinance which will affect pet owners or the general public are:

- All dogs, cats, and ferrets four months of age or older must be vaccinated against rabies by a veterinarian and be registered with the department. This provision provides for local enforcement of state law which now requires ferrets to be vaccinated against rabies.
- All dogs will be required to wear the rabies tag when outside. Cats, when outside, will be required to wear the tag or to be micro chipped, tattooed, or have an ear tag that can be used to identify the cat so the owner can be traced. Dogs and cats, while participating in a sanctioned event, will not be required to wear the tag. This provision will better enable a person bitten by a dog or cat and public health authorities to know if the animal has a current rabies vaccination. This will also aid in getting lost pets and their owners reunited.
- Excluding public right-of-way on an owner's private property, no dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. Any cat routinely outdoors while not under direct control must be sterilized. This will better protect the private property rights of our citizens who do not want dogs or cats on their property. It will help reduce problems that can result from outdoor pet cats indiscriminately breeding. It will also likely result in, over time, a higher percentage of pet cats being kept indoors; thereby reducing the health and safety risks to which outdoor cats are exposed.
- Dogs or cats in heat, when not in a proper enclosure, must be under the direct supervision of a responsible individual so that the dog or cat is not allowed to unintentionally come into contact with a male dog or cat and breed. This provision will help prevent unwanted litters of puppies and kittens that contribute to our tragic dog and cat overpopulation problem.
- Any feces deposited by a dog, cat, or pet pig on public property, public walks, and recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal. This

provision will help reduce the health and nuisance problem created by dogs and cats that have been permitted to defecate on the property of others.

- No person will transport on any public highway, roadway or thoroughfare any animal in a vehicle unless the animal is safely confined or tethered to prevent the animal from falling or jumping from the vehicle. This provision will reduce the potential danger to people and animals that could be caused if an animal were to fall onto a busy public road in our county.
- It will be unlawful to strike or interfere with an animal while performing its duties. This will help prevent someone from interfering with an animal that is assisting, for example, a deaf or visually impaired person.

**767.04 Dog owner's liability for damages to persons bitten.**

The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

IN WITNESS WHEREOF, the undersigned executed this Animal Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NAME(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Signature

(This section to be filled out by the Association)

**ASSOCIATION APPROVAL**

\_\_\_\_\_  
Signature- Board Approved

\_\_\_\_\_  
Print Name, Title and Date