

Eastwood Owners Association (EOA)

Assistance Animal Agreement Approval process

Eastwood Condominium Community is a PET FREE community. By submitting a note from a reliable professional explaining the need for an assistance animal, you are requesting a reasonable accommodation to this policy.

An assistance animal includes, but is not limited to, a service animal, emotional support animal, companion animal, comfort animal, or therapy animal.

After a letter from a reliable professional, explaining the need for an assistance animal is submitted to the property manager, the following steps will be taken to process the request.

- 1) Letter from a reliable professional is reviewed by property manager to ensure it is up to date and from a valid source.
- 2) The owner/resident must provide a photo of the assistance animal for the file and come to the office to review and sign the assistance animal agreement with the Property Manager.
- 3) If any of the rules and regulations are violated per the signed assistance animal agreement, the owner of the approved assistance animal could be assessed a fine by the Eastwood Owners Association, Inc. of up to \$300 per violation, over and above the cost of replacing or repairing any damage caused by the assistance animal. IF the owner of the animal is a renter and does not pay the fine or for the damages, those costs will then be assessed to the unit owner.

Assistance Animals Agreement

Board of Directors approved on July 26, 2018 and May 26, 2022

Name of Owner & Resident (if applicable): _____

Building Number: _____ Unit Number: _____ Date: _____

Eastwood Condominium Community is a **PET FREE** community. By submitting a letter from a reliable professional and the following information, you are requesting a reasonable accommodation to this policy.

This document contains the terms, conditions, and rules related to the Owner/Resident's assistance animal.

Animal Name: _____ Type of Animal: _____ License #: _____

Breed: _____ Gender: _____

Owner or Resident agrees to provide the property manager with a clear and legible picture of the assistance animal within (5) days of signing this agreement.

An assistance animal includes, but is not limited to, a service animal, emotional support animal, companion animal, comfort animal, or therapy animal.

Owner/Resident understands that this agreement applies **only to the specific assistance animal** noted above and that no other animal may be substituted for the above-named animal without prior written authorization from the property manager.

Disclosures Regarding Assistance Animal:

A. Has the assistance animal ever bitten or injured another person? Yes _____ No _____
If yes, provide details:

B. Does the assistance animal have any propensity or predisposition to bite or injure? Yes _____ No _____
If yes, provide details:

C. Has the assistance animal ever damaged the property or possessions of another? Yes _____ No _____

In case of injury, sickness, death, or any other reason for which the Owner & Resident is unable to care for the assistance animal, Owner or Resident appoints the following person/s to remove and care for the assistance animal:

Name: _____ Phone: _____ Email: _____

Owner AND Resident Affirms That:

- 1) Owner or Resident is an individual with a physical or mental impairment that substantially limits one or more major life activities.
- 2) Owner or Resident has a disability-related need for an assistance animal. For example, the animal works, provides assistance, performs tasks or services for the Owner/Resident's benefit or provides emotional support that alleviates one or more of the identified symptoms or effects of the Owner/Resident's existing disability.
- 3) The assistance animal does not pose a direct threat to the health or safety of others and would not cause substantial physical damage to the property of others.

Terms, Conditions and Rules Related to Assistance Animal:

1. **Unit owners and residents** with approved assistance animals must have on file with the Association by **January 31st** of each year proof of compliance with annual licensing requirements of the Village of Shorewood, and a certificate from a licensed veterinarian documenting distemper and rabies shots.
2. Owner & Resident understands that s/he will be responsible for any **fees, fines, or citations** that are issued by any government or other entity due to noncompliance with laws and ordinances.

3. Owner & Resident understands that the EOA and the Property Manager is permitted to establish reasonable rules to address legitimate concerns for the safe and sanitary management of assistance animals that reside on property.
4. Whenever an assistance animal is within the Association's common area (hallways, courtyard, garage) it must be either crated or restricted **on a leash** no longer than six feet in length and held by a person capable of controlling the animal.
5. Owners of an assistance animal must **exit and enter** the building with the animal through the service door next to the overhead garage door in their building. Owners **must pick up and dispose of all animal waste** and must **not** allow the assistance animal to urinate or defecate anywhere in the courtyard, building, street-side lawns, and/or flower beds.
6. Owner & Resident understands and agrees that s/he is **responsible for reimbursing** the EOA for the cost of repairing or replacing any damage caused by the assistance animal. Owner & Resident agrees to reimburse the EOA within five (5) days of written demand for any damage caused by the assistance animal.
7. No animal may create an undue disturbance for other owners or residents. The animal's owner will be held responsible for immediately remedying any excessive odors, noises, or complaints of allergens associated with the animal that may come from neighboring residents.
8. Owner or Resident agree to not leave the assistance animal unattended within the unit for an unreasonable period of time. Owner or Resident agree to provide the assistance animal with adequate water and food and adequate veterinary care. Owner or Resident agree to maintain the cleanliness of any litter boxes and sleeping/feeding areas within the unit.
9. Animals may not be left untended or off the leash in limited common areas including, but not limited to, balconies, patios, and garages. Owner or Resident agrees not to leave food or water for the assistance animal in common areas or on the grounds at any time.
10. Owner or Resident understands that s/he is responsible for the behavior of the assistance animal at all times. Owner or Resident agrees that s/he will prevent the assistance animal from engaging in any behavior that disturbs other owners, residents, neighbors, or management.
11. Owner & Resident agrees to remove or confine the assistance animal upon the request of Property Manager or EOA, if the Property Manager or Association determine that the assistance animal's presence limits or prohibits access to the unit when needed for necessary repairs or emergencies.
12. Owner & Resident understands that s/he is responsible for, and may be liable for, any and all personal injuries suffered by person, as a result of the behavior of the assistance animal. Owner & Resident also understands that s/he is responsible for any and all damage to another person's property caused by the assistance animal.
13. Owner & Resident agrees to protect, defend, indemnify and hold Eastwood Owners Association and the Association's agents harmless from any and all damages, costs and/or expenses, including attorney's fees, caused by the assistance animal and/or the Owner/Resident's failure to supervise and/or control the assistance animal.
14. Owner & Resident understands the board of directors will assess a fine for each violation if the animal is causing a nuisance or excessive noise.
15. Visiting animals are not allowed on the grounds or in any unit. If your visitor or guest has an assistance or emotional support animal and you would like to request an accommodation to this rule, you must get prior approval from the Property Manager.

** If Owner or Resident is found to be in violation of the rules and regulations detailed in the assistance animal agreement, they will be assessed a fine by the Eastwood Owners Association, Inc. up to \$300 per violation, over and above the cost of repairing or replacing any damage caused by the assistance animal. If the resident does not pay, the unit owner will then be assessed.

This Agreement consists of two pages and Owner AND Resident (if applicable) has read and accepts all terms and conditions set forth on both pages.

Owner: _____ Date: _____ Resident: _____ Date: _____

Agent of Eastwood Owners Association: _____ Date: _____