

WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.

210-174TH STREET, SUNNY ISELS BEACH, FL 33160
PHONE: 305-932-4755 FAX: 305-933-4416
EMAIL: WINSTON600@THE-BEACH.NET
WEB: WWW.WINSTONTOWERS600.ORG

PET POLICY:

THIS IS A NO-PET POLICY BUILDING.

ONLY ALREADY ESTABLISHED RESIDENTS THAT DUE TO MEDICAL REASONS ARE IN NEED OF A SUPPORT PET (DOG OR CAT) WILL BE ALLOWED TO HAVE THEM.

THE PET CANNOT EXCEED TWENTY (20) POUNDS AND ONLY ONE (1) DOG OR ONE (1) CAT WILL BE PERMITTED PER UNIT.

FOR APPROVAL TO BE GRANTED BY THE BOARD THE RESIDENT WILL NEED TO SUBMIT A PET ACCOMMODATION REQUEST, THE DOCTOR'S NOTE, A PASSPORT COLOR PICTURE OF THE PET, CURRENT VACCINATION RECORDS AND ALSO WILL NEED TO FILL OUT AND SIGN A PET AGREEMENT PROVIDED BY ASSOCIATION. THE ASSOCIATION WILL CHARGE A NON-REFUNDABLE \$300.00 FEE FOR PROCESSING THE PET REQUEST ACCOMODATION.

ONCE PERMISSION IS GRANTED THE PET OWNER WILL BE ISSUED AN IDENTIFICATION CARD FOR THE PET THAT MUST BE CARRIED AT ALL TIMES WHEN ENTERING OR EXITING THE PROPERTY WITH THE PET

THE PET IS ALWAYS TO BE TRANSPORTED IN A PET CARRIER WHILE IN THE PROPERTY AND IS TO USE ONLY THE EAST OR WEST SERVICE ELEVATORS WHEN TAKEN OUT OF THE UNIT / PROPERTY. THE PET CANNOT BE WALKED INSIDE THE PROPERTY AT ANY TIME, MUCH LESS CURBED ON PROPERTY; THIS APPLIES TO ALL OF THE COMMON AREAS. THE OWNER MUST WALK THE PET/DOG OUTSIDE OF THE PROPERTY.

SHOULD THE RESIDENT FAIL TO ABIDE BY THE PET RULES AND REGULATIONS, THE PERMISSION TO HAVE A PET WILL BE REVOKED.

ACCEPTED BY: _____

DATE _____

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REQUEST FOR REASONABLE ACCOMMODATION

Name of Resident requesting a Reasonable Accommodation:

Unit Address: _____

Daytime Phone #: _____ Evening Phone #: _____

1. I am a person with a disability or handicap as defined by one or more of the following: **A physical or mental impairment that substantially limits one or more major life activities; or a record of having such impairment; or is regarded as having such impairment.**

**If I am not the person with a disability or handicap, the following member of my household has a disability as defined above:

Name: _____

Relationship to you (e.g., child, parent, spouse, etc.): _____

2. As a result of this disability/handicap, I am requesting the following reasonable accommodation for my household an exception to the Association’s express, written and strictly enforced pet policy.

This request for a reasonable accommodation is necessary so that I (or the requesting party) have an equal opportunity to use and enjoy the unit which I (or the requesting party) currently lack because:

I understand that the information obtained by the Association will be kept completely confidential as required by Chapter 718.111(12)(c) Florida Statutes, and used solely by the Board of Directors and the Association’s community association manager to evaluate my request for a reasonable accommodation.

By: _____

Print Name: _____

Date: _____

**If on behalf of a minor child, please indicate whether you are the parent or guardian.

Please return this form, along with the Affidavit of Treating Physician, Acknowledgment of Procedure to Request Reasonable Accommodation and Animal Registration forms as promptly as possible so that the Association can evaluate your request.

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ANIMAL REGISTRATION

UNIT NUMBER _____

RESIDENT'S /APPLICANTS' NAME: _____

ANIMAL'S NAME: _____ BREED _____

MALE FEMALE

COLOR: _____

SIZE: _____ WEIGHT: _____

DATE ANIMAL WAS ACQUIRED: _____

ANIMAL'S TAG # _____

VETERINARIAN _____

DOES THE ANIMAL HAVE ANY SPECIALIZED TRAINING AND/OR CERTIFICATIONS?

YES NO

IS THE ANIMAL A SERVICE ANIMAL OR EMOTIONAL SUPPORT ANIMAL? _____

I/We the owners of _____ (name of animal) do hereby certify and understand that pets are strictly regulated at Winston Towers 600. I/We understand and agree that the only reason the above service or emotional support animal is permitted as an exception to the Association's pet restrictions is due to _____'s request for a reasonable accommodation to that policy and the Board of Director's determination that _____ suffers from a disability or handicap that substantially limits one or more of the applicant's major life activities and the service animal or emotional support animal will ameliorate the effects of the disability or handicap.

By: _____

Print Name: _____

Date: _____

STATE OF _____)

)ss

COUNTY OF _____)

Sworn to and subscribed fore me this _____ day of _____ by _____
_____ of _____, who is personally known to me or
has produced _____ as identification.

Print Name: _____

NOTARY PUBLIC, State of _____

My Commission Expires: _____

(NOTARY SEAL) _____

ATTACH:

Copy of color photograph of animal from the front, side and back of animal.

Copy of Veterinarian's Certification that all shots/inoculations are current.

Copies of animal's training certificates and/ or certifications.

**WINSTON TOWNERS 600 CONDOMINIUM ASSOCIATION, INC.
SERVICE ANIMAL AND EMOTIONAL SUPPORT ANIMAL
REQUEST FOR REASONABLE ACCOMMODATION APPLICATION**

The policy of the Winston Towers 600 Condominium Association, Inc. (the "Association") is to attempt to provide reasonable accommodations to disabled and handicapped residents in accordance with the State of Florida and federal law.

The Association's Declaration of Condominium provides that no cats, dogs or other pets (except pet fish or birds) are permitted in the Condominium. Any Unit Owner, occupant or resident (collectively, "Resident") who desires a reasonable accommodation to the Association's No-Pet Policy, shall notify the Association and provide information to the Board of Directors in compliance with this Application, the Association's Service Animal and Emotional Support Animal Policy and Federal, State or Local Fair Housing laws justifying the need for such accommodation. Accommodations will only be granted to those Residents who are considered disabled under the Fair Housing Act ("FHA") or the Americans with Disabilities Act ("ADA").

The Association will grant a reasonable accommodation if a Resident is considered a disabled person under the FHA. For purposes hereof, a disabled person under the FHA is someone who has an impairment and substantially limits one or more major life functions.

- (1) Impairments – An impairment can be either physical or mental [24 CFR 100.204(a)].
- (2) Major life activities – Activities that are of central importance to daily life: walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself [24 CFR 100.204(b)]
- (3) Substantial Limitations – A "substantial" limitation is a limitation that is significant or to a large degree.

Under the FHA, disabled persons are entitled to accommodations in the Association's rules, policies, practices or services that are (1) reasonable and (2) necessary to allow the disabled person an equal opportunity to use and enjoy the premises.

A person is considered handicapped under state and federal laws if he or she has:

- (1) A physical or mental impairment which substantially limits one or more of his or her major life activities such as seeing, hearing, walking, speaking, learning, breathing, eating or performing manual tasks;
- (2) A record of having such impairment; or
- (3) Regarded as having such impairment.

If a Resident desires a reasonable accommodation, the notice to the Association shall include:

- (1) An identification of the animal by type, breed, name, age, color and size along with a colored photograph of the animal from the front, side and back;
- (2) Evidence that all licenses and inoculations have been obtained;
- (3) Contact information for the veterinarian;
- (4) Contact information for care of the animal under emergency circumstances;
- (5) A completed Request for Reasonable Accommodation Application;
- (6) Executed Request for Reasonable Accommodation, Policy and Procedure;
- (7) Executed Acknowledgement of the Association's Rules and Regulations regarding Service Animals and Emotional Support Animals;
- (8) Completed Affidavit from treating Physician; and
- (9) Completed Animal Registration Form.

REQUEST FOR REASONABLE ACCOMMODATION POLICY AND PROCEDURE

POLICY

The policy of the Association is to attempt to provide reasonable accommodations to disabled or handicapped residents in accordance with state and federal law.

SUBMITTAL OF REQUEST

A disabled or handicapped Resident should provide the following to the Association:

- (1) The completed Association's Request for Reasonable Accommodation;
- (2) Completed Affidavit of Treating Physician;
- (3) Acknowledgement of the Association's Policy and Procedure to Request Reasonable Accommodation;
- (4) Acknowledgement of the Association's Rules and Regulations regarding Service Animals and Emotional Support Animals; and
- (5) Animal Registration Form.

The completed forms should be hand delivered or mailed to the Association's management office. The Association will consider all requests for a reasonable accommodation.

PROCEDURE FOR REVIEWING A REQUEST FOR REASONABLE ACCOMMODATION

Upon receipt of the requested forms or information supplied, the request forms will be reviewed by the Board of Directors within 30 days of receipt in the Association's management office, and the Resident will be notified in writing of the Board's decision. If additional information is required by the Board, the review may take longer and the submitting Resident will be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation, which in turn, may prevent the Board from providing Resident with a decision within 30 days. If the matter is referred to the Association's legal counsel, Resident will be notified in writing.

If the request is approved, any condition or approval will be provided in writing. If disapproved, the Resident will be provided with a statement that the request has been disapproved.

GUIDELINES AS TO WHEN MEDICAL DOCUMENTATION IS REQUIRED AND WHAT TYPE OF MEDICAL DOCUMENTATION IS REQUIRED

The Association is entitled to obtain information that may be necessary to evaluate whether a requested accommodation is necessary because of the Resident's disability or handicap. If a Resident's disability or handicap is obvious and if the request for accommodation is also apparent, then the Association will not request any additional information about the requester's disability or handicap or the related need for the requested accommodation.

If the requester's disability or handicap is **not** obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Act). If information on the requester's disability or handicap is requested by the Association, he/she may provide information verifying that he/she meets the foregoing definition of "handicap", for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability Insurance benefits, or private disability insurance benefits. In addition, a physician with expertise in the area of the Resident's proposed disability or handicap may provide verification of the disability or handicap through the use of the Association's form Affidavit of Treating Physician. The Association will supply the Affidavit of Treating Physician upon receipt of any request for a reasonable accommodation.

If the requester's disability or handicap is obvious but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability or handicap-related need for the requested accommodation. In this case, the Association will request reliable disability or handicap-related information that is necessary to evaluate the disability or handicap related need for the accommodation, which may include medical records evidencing dates of diagnosis and treatment for the disability or handicap.

To the extent a disability or handicap is not permanent, the Association may request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation. If the Association determines that there is no continued need for the requested accommodation, the requester will not be permitted to keep the pet on the Condominium Property. Also, the reasonable accommodation applies specifically to the requester and not to any other person residing in the unit or to the unit itself

The Association may request advice from legal counsel concerning any Resident's request for a reasonable accommodation. Resident consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

ADDITIONAL INFORMATION

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability or handicap or impairment, treatments available to mitigate a disability or handicap and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

MAINTAINING AN EMOTIONAL SUPPORT/SERVICE ANIMAL

Should a request for a reasonable accommodation to the Association's pet policy be granted, the Association reserves the right, pursuant to Florida law, to withdraw this approval at any time should the emotional support or service animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, pet owner's failure to properly dispose of excrement or waste, walking the dog in prohibited areas, failure to comply with all state and local ordinances and statutes, not maintaining the animal on a leash at all times when outside of the unit, insect/extermination problems, sanitation/odor problems, current and annual vaccination, immunization and veterinarian records for the animal and all certifications for trainings the animal possesses and to maintain an identification tag on the animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled or handicapped. Further, the applicant/Resident is required to provide updated medical information concerning his or her disability or handicap (if the disability or handicap is not permanent). Owner is solely responsible for any and all damage caused by the animal, whether to a person or property. Like all other members of the Association, you must comply with the Florida statutes regarding providing the Association with proof of a currently effective policy of hazard and liability insurance on an annual basis, and, in addition, must have liability insurance coverage for any injuries caused by the animal.

The applicant/Resident shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium.

All information received by the Association in conjunction with a disabled or handicapped Resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statute Section 718.111(12)(c). If any other resident or owner inquires as to why a special accommodation appears to have been made, the Association's response will be "A Federal Fair Housing Act reasonable accommodation has been granted." No additional information will be provided regarding the nature of the disability or handicap.

ACKNOWLEDGEMENT OF ASSOCIATION'S RULES AND REGULATIONS REGARDING SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS

I have received and read a copy of the Request for Reasonable Accommodation Policy and Procedure for disabled or handicapped Resident to request reasonable accommodation and I agree to abide by the regulations. I bear full responsibility for the service animal or emotional support animal and I agree to indemnify and hold harmless the Association, its Board of Directors, officers, management company, Association employees, Association agents, owners and Residents of the unit against any loss, claim or liability of any kind or character whatsoever arising from owning or keeping a service or emotional support animal in the unit.

REQUESTING PARTY'S SIGNATURE

By: _____
Print Name: _____
Date: _____

AFFIDAVIT OF TREATING PHYSICIAN

BEFORE ME, the undersigned authority personally appeared _____
[enter doctor's name], 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 _____ (hereinafter "Patient") treating physician. 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 or handicap.
7. Within a reasonable degree of medical certainty, I estimate that Patient's medical and/or 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 and/or mental condition substantially limits Patient's major life activities as follows: (list the major life activities affected by the disability): _____

_____ and a service animal OR emotional support animal will be able to ameliorate the effects of the disability by _____.
9. I prescribed a service animal OR emotional support animal as part of this Patient's treatment.
10. The emotional support animal/service animal/reasonable accommodation is medically necessary and will assist Patient in _____.
11. It is my medical opinion that Patient is handicapped as the term is defined under the Fair Housing Act and Florida Fair Housing Act and the animal is medically necessary to afford Patient an equal opportunity to use and enjoy the unit/home.
12. This Affidavit is made to induce the Board of Directors of the Association to make alterations to the Association's use restrictions based upon a medical, mental and/or physiological disability or handicap substantially limiting one or more of Patients major life activities which does not include current, illegal use or addition to controlled substance.

STATE OF _____)
)ss
COUNTY OF _____)

Sworn to and subscribed fore me this _____ day of _____ by _____
of _____, who is personally
known to me or has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

(NOTARY SEAL)

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PET PERMISSION AGREEMENT

To: Board of Directors, Winston Towers 600 Condominium Association, Inc

As purchaser (s) of a Condominium Unit in Winston Towers 600 Condominium, I/we request permission to bring upon the Condominium Property, and to keep within the Unit identified below, a pet which I/we own and which is described as follows:

Generic Specie (dog, cat, etc.): _____
Specific or Sub-Specific (breed, type, etc.): _____
Pet's Name: _____ Sex: _____ Weight: _____
Size (Height at Withers): _____ Other identifying details
(colors, markings, etc.): _____

In requesting this permission (and, if granted, in accepting it), I/ we do so subject to all of the following provisions, which provisions I/we fully understand and by which I/we agree to be fully bound:

- (1) The pet described is the only pet for which such permission is requested (or may be granted), and if at any time and through any circumstances I/we no longer own said pet, it will not under any condition be replaced by another.
- (2) If granted this permission, I/we will consistently and diligently discipline and supervise said pet in accordance with the By-Laws and Rules and Regulations of Winston Towers 600 Condominium Association, Inc. and in such a manner as to prevent its becoming, in any way whatever, objectionable to or nuisance or offense to others.
- (3) Said pet shall never be allowed freely to roam any Condominium Property outside the Unit identified below, nor be upon any Condominium property unless transported in a pet carrier and in the company of an individual willing and able to control it fully; and in matters of the pet's exercise and relief it shall times be outside of the building property. Pets/dogs are not to be curbed on property; this applies to all of the common areas. Pets/dogs cannot be walked on property; this applies to all of the common areas.
- (4) In consideration for being allowed to bring said pet on to the Condominium Property, I/we accept full personal responsibility for any damage caused by said pet or for any task of maintenance necessitated by its actions and agree to indemnify and hold harmless the Sponsor (Winston Capital, Inc.), any firm employed to manage the Condominium Property and Winston Towers 600 Condominium Association, Inc. and its Board of Directors against any claim or liability, including attorney's fees (pre-trial, at trial and at the appellate levels, as the case may be) and costs (including, but not limited to, courts costs), arising from any cause whatsoever related to the presence of said pet upon the Condominium Property.

EXHIBIT VI

WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.

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- (5) **THE PET IS ALWAYS TO BE TRANSPORTED IN A PET CARRIER WHILE IN THE PROPERTY AND IS TO USE ONLY THE EAST AND/OR WEST SERVICE ELEVATORS WHEN TAKEN OUT OF THE UNIT / PROPERTY. THE PET CANNOT BE WALKED INSIDE THE PROPERTY AT ANY TIME, MUCH LESS CURBED ON PROPERTY; THIS APPLIES TO ALL OF THE COMMON AREAS.**

- (6) This permission, if granted, is purely conditional and may at any time and without liability be cancelled and/or revoked by a majority of the Board of Directors of Winston Towers 600 Condominium Association, Inc. Upon my/our receipt of notice of such cancellation of permission, I/we shall promptly and permanently and without recourse, remove said pet from the Unit identified below and from the Condominium Property, and thereafter it shall neither be returned not replaced.

PURCHASER/OWNER

PURCHASER/OWNER

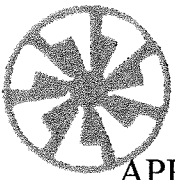
Condominium Unit No.: _____

PERMISSION GRANTED:

For Winston Towers 600 Condominium Association, Inc.

Date: _____

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WINSTON TOWERS 600 CONDOMINIUM

210 - 174th STREET • SUNNY ISLES BEACH, FLORIDA 33160

TELEPHONE: (305) 932-4755

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E-mail: winston600@the-beach.net

WWW.WINSTONTOWERS600.ORG

APRIL 12, 2019

MEMO

Re: PET PERMISSION AGREEMENT

Dear Resident:

We need for you to please send us updated vaccination records and a recent picture for your dog/pet. You can send to us via email at winston600@the-beach.net, by fax 305-933-4416 or by bringing them to the office

Also, we would like to remind you about the pet agreement rules you were given, informed about and accepted when you requested the dog/pet accommodation.

Here is a reminder for the dogs/ pet rules.

- Dogs must be transported at all times in a pet carrier when entering or exiting the building.
- Association office must be provided with an updated vaccination record for the dog/pet
- Only East & West service elevators and East & West service doors are to be used when entering or exiting the building with the dog/pet.
- Walking dogs/pets inside the property is not allowed
- Curbing pets on condominium property is not allowed
- Dogs are not to be left unattended on the hallways, neither the dog owner can use the hallways to play with the dog/pet
- Dogs are not allowed on the common areas at any time
- Guests are not allowed to bring pets/dogs into condominium property

Please be on notice that should you fail to abide by these rules you will be imposed a monetary fine per occurrence; moreover, the Association has the right to cancel the dog/pet permission.