

RULES AND REGULATIONS
REGARDING ASSISTANCE (SERVICE/SUPPORT) ANIMALS
THE BARRTON APARTMENTS, INC.

Section 15(d)(vii) of the Declaration of Condominium prohibits pets. The Association complies with the federal and Florida Fair Housing Acts and will permit reasonable accommodations to the “no pet” restriction when proper documentation is provided to support the request. All approved assistance animal Owners are required to comply with these reasonable rules and regulations. A violation of these rules and regulations may result in the Association’s withdrawal of the approval of the assistance animal and other remedies permitted under the law. Unapproved animals are not permitted on the property.

1. All requests for accommodations for service or support animals must be made, and approved in writing, prior to any service or support animal being brought on property or in a unit. This includes visitors and guests, as well as Owners and Tenants.
2. Once approved, the assistance animal must be walked on a leash, carried or strollered at all times when outside the unit and must be under the Owner’s control. The animal is not permitted to roam or wander.
3. Owner must pick up the assistance animal’s excrement in a plastic bag. Afterward, the bag must be sealed and immediately disposed of in a proper garbage receptacle. Each animal is required to be DNA tested which shall be submitted to PooPrints. The costs of the service will be borne by the Association. Should any waste be attributed to an approved animal, the animal owner will receive a warning and be charged the cost of the removal fee. If there is a second violation, the prior approval is subject to immediate revocation requiring the immediate and permanent removal of the animal. The Association reserves the right to use a similar DNA service in the future, as chosen by the Board and/or management, from time to time. Visitors and guests bringing animals on the property must register with PooPrints in advance of his/her visit or stay and have Board of Directors’ approval prior to bringing the animal on the property.
4. The assistance animal shall not bark excessively. Complaints shall be evaluated by the Board of Directors in its sole discretion. Excessive barking may result in the demand for removal of the animal and the withdrawal of the approval, if the violation cannot be cured after a written warning.
5. The animal is strictly prohibited from engaging in aggressive conduct, including, but not limited to, lunging, biting, nipping, and/or causing bodily injury to persons or other animals. Should the assistance animal pose a health or safety risk to persons or animals, as determined by the Board of Directors in its sole discretion, it must be removed immediately.
6. The assistance animal may not create odor, insect or sanitation problems.

7. The assistance animal may not be left unattended when outside the unit and may not be tied or tethered to any objects outside. The assistance animal is not permitted on the balcony unattended.
8. The animal is permitted anywhere the handler is permitted except in the kitchen of the community/social room, in the BBQ grill area or inside the pool. The animal is not permitted on furniture.
9. Should the assistance animal become a nuisance to others, the Owner will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.
10. Owner must comply with all state, county and local ordinances and statutes related to the animal, including, but not limited to county license and tag requirements.
11. The approval of the assistance animal may be withdrawn if the Owner is no longer disabled/handicapped and the requesting party is under a duty to notify the Association if and when he/she is no longer disabled.
12. Should the disabled individual no longer reside on, or occupy, the property, the assistance animal must be immediately removed.
13. Owner must provide current and annual vaccination, immunization and veterinarian records for the assistance animal, along with a picture of the animal.
14. Owner is solely responsible for any and all damage caused by the assistance animal, whether to person or property. The cost of repairing any damages will be the animal Owner's responsibility.
15. Owner is requested to exercise caution and consideration when using elevators or confined areas such as the mail room, laundry rooms, the gym and hallways. The assistance animal must be under the Owner's control at all times and may not be permitted to lunge, jump, nip, or touch others while in these confined areas.
16. Owner is asked to be courteous of others when outside the unit with the assistance animal, especially to those who may have allergies or phobias.
17. If an animal is brought into the gym, the animal must be prevented from causing a nuisance to others and/or causing an unsafe environment for any person who is working out or inside the gym.

Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Further, in the event that any of the above rules are violated, the Association may initiate any and all legal proceedings against the Owner seeking the removal of the animal and/or any other remedy available to the Association, including the imposition of fines. The Association is entitled to recover its prevailing party attorney's fees and costs in accordance with governing law and the governing documents.

