

**FAIRMONT PLACE HOMEOWNERS ASSOCIATION, INC.**  
**PET PERMISSION AGREEMENT AND AFFIDAVIT**  
**ACKNOWLEDGING PET RESTRICTIONS**

**STATE OF FLORIDA                    )**  
**)ss:**  
**COUNTY OF PALM BEACH )**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who being first duly sworn, deposes and says:

1. My name is \_\_\_\_\_, (PURCHASER) and I am over the age of eighteen, competent to testify to the matters herein, and make this affidavit from my own personal knowledge.

2. I am applying to purchase a residence in the Fairmont Place Homeowners Association, Inc ("the Association") at the following address:

\_\_\_\_\_

3. I hereby acknowledge that I have been made aware of and fully understand that there are pet restrictions in place as to the type, number and size of pets I may keep in my home and that maintaining a pet in the Fairmont Place community will be subject to Article 14.2 of the Declaration of Covenants, Conditions and Restrictions, as same may be amended from time to time as well as being subject to additional rules and regulations regarding pets which may be promulgated by the Board of Directors of the Association.

4. I hereby attest under penalty of perjury that the following are the only pets that will be kept in my home:

Number of pets: \_\_\_\_\_

Species, (dog ,cat, bird, etc.): \_\_\_\_\_

Weight (present and at maturity): \_\_\_\_\_

Breed or Type: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Other identifying details (color, height, markings, etc.): \_\_\_\_\_

5. I further attest under penalty of perjury that if at any time and through any circumstances, I no longer own the foregoing pet(s) or in the event said pet(s) dies, it will under no circumstances or conditions be replaced by another pet, without the prior written authorization of the Association. Moreover, should I ever lease out my residence, I acknowledge that I must inform my tenant that he or she is permitted to maintain a pet in my home throughout the course of such lease term so long as he or she complies with Article 14.2 of the Declaration of Covenants, Conditions and Restrictions, as same may be amended from time to time as well as any additional rules and regulations regarding pets which may be promulgated by the Board of Directors of the Association.

6. I acknowledge that if my pet(s) is approved by the Association I have a continuing obligation to supervise said pet(s) in such a manner as to prevent it from becoming objectionable to or a nuisance to others as well as an obligation to properly clean up after my pet(s) should it relieve itself anywhere within the community. I acknowledge that I am strictly prohibited from allowing my pet(s) to freely roam the common properties unless leashed and in the company of an individual willing and able to fully control it.

7. I understand and acknowledge that the Association is relying upon the statements I am making herein to determine whether or not my application for purchase merits approval as well as whether my application for the foregoing pet merits approval. I understand that I have the right to retain my own counsel to review this affidavit and to advise me on the legal consequences of executing same. I further understand and acknowledge that if the statements I make herein are not true, the Association will pursue its legal rights against me, including but not limited to, its rights to fine and suspend my use rights subject to Article 16 of the Declaration of Covenants, Restrictions and Easements of the Association, and will seek its attorney's fees and costs when doing so.

FURTHER AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
Print Name

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who is personally known to me or produced  
\_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida at Large