

Lakeshore Colony B1 Condominium Association, Inc
Amended Pet Policy January 10, 2011

Introduction and Statement of Values

Lakeshore Colony B1 Condominium Association, Inc. [hereinafter “the Association” encourages residents to value and enjoy their Condominium. The Board of Directors [hereinafter “the Board] has adopted a pet policy that will allow residents committed to responsible pet ownership to have pets. We want to give owners every opportunity to pursue their own interests while acknowledging that their neighbors have the same rights. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The proposed pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy would apply to any pet(s) kept in the building and will be strictly enforced. With this approach we can ensure that pet owning residents, and non-pet owning residents of this property have their individual interests recognized and protected.

This policy does not apply to Assistive Animals nor impair the rights of persons with disabilities, or affect any person has under other legal provisions to regulate animals that assist persons with disabilities.

*Violations of this policy shall be considered a violation of a material term of such agreement and the Board may require the removal of the pet(s) upon violation of these rules. Any legal procedure or appeal of such proceeding shall be the responsibility of the pet owner as part of this agreement.

A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the management office. Any complaint by other residents regarding pets shall be delivered to the Board in writing, signed and dated.

These rules may be amended from time to time by the Board pursuant to majority vote by such and in compliance with all relevant statutes and regulations. The Owner accepts full responsibility and indemnifies Lakeshore Colony Condominium Association and its Board of directors for any claims by or injuries to third parties or their property caused by or as a result of actions by their pet(s).

PET POLICY

1. No exotic pets. Only 1 Dog or 2 Domestic Cats or 2 Birds permitted.
2. No dog will be permitted which is expected to exceed 25 pounds in weight at maturity. All dogs and cats over the age of 6 months must be spayed or neutered. Owner[s] of any dog under two years age must provide a written, signed opinion from a licensed veterinarian as to the expected age of the animal at maturity.
3. Prospective applicants must demonstrate that they are physically capable of responsible pet ownership and are able to care for and, in the case of dogs, must be able to exercise their pet.
4. The pet owner shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to the Board), and compliance with all applicable federal, state and city ordinances, and all authority rules and regulations. Pet owners cannot leave dogs or cats unattended more than 8 hours. Owners working fulltime are not permitted to own a dog if such dog is left unattended.
5. Pets are not permitted on the common areas of Lakeshore Colony Condominium unless on a leash with collar identifying the pet and its owner. This information shall be required in addition to license, rabies vaccination and any other tag required by law.
6. Owners must immediately pick up and properly dispose of all pet waste. The owner shall keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times. The Board may require a receipt proving regular pest control spraying by a licensed pest company.
7. The pet owner shall be liable for any damage or injury whatsoever caused by pet(s) and shall be solely and legally responsible for any costs incurred as a result of damage or injury caused. Unit owner shall at all times maintain a liability policy with limits not less than \$300,000 that names the Association as an 'Additional Insured' and shall make certain that the Board of Directors receives proof of continued liability insurance from the insurance company or its agent. A liability policy that includes the pet must have "Lakeshore Colony B1 Condominium Association, Inc." as additional named insured and must be on file with condo Board. Yearly proof of continued liability insurance is required by the Board.
8. The pet owner shall be responsible for insuring that the rights of other owners to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance. Animal noise that disturbs neighbors will not be tolerated.
9. The pet owner shall keep his/her pet inside the apartment at all times except when under the owner's personal supervision. No animal shall be permitted outside the apartment or on balcony areas without supervision.
10. Decisions by the Board about the suitability of pets will be made upon the submission of completed application and medical certificates. Pets will not be allowed on this property without a current, signed Pet Permit Application and a copy of this policy. All Costs for such documents are the owner's responsibility. All decisions will be at the Board's discretion and are final. Pet ownership is subject to strict adherence to this policy. Policy will apply to visiting pets at the discretion of the Condo Board.
11. Renters are not permitted to own pets at this time.
12. Applicants will provide a \$300.00 security deposit with the completed application. If the pet owner demonstrates a history of compliance after one year, the security deposit will be returned without interest.
13. The Condo Association or its Board is under no obligation to care for pets at any time including pets left behind during an emergency.
14. Should amendments to this policy become necessary, Board of Directors reserves the right to amend policy without prior notice.

Screening/Registration

Pet owners must complete a “Pet Application and Registration Form” before occupying the condominium AND any resident who wishes to keep a pet shall first obtain written approval from the Board, pay the required deposit and sign a pet agreement as stipulated herein. If the pet is a dog or a cat, a current photograph should be attached. Lakeshore Colony Condominium Association will present a copy of the rules regarding pets to the resident for review and signature. Permission to keep a pet is granted at the Boards sole discretion and is subject to residents' strict adherence to all aspects of this pet policy.

Definitions

Pets – are defined as domesticated animals of a species that is commonly kept as a household pet in the community. A cat, dog, or canary is an example of a domesticated animal that is commonly kept as a household pet.

Non-Pet – Livestock, poisonous reptiles, amphibians or rodents (except for hamsters, guinea pigs or gerbils), snakes, birds of prey, insects, and Arachnids (Spiders, Scorpion, Tick, Chigger, Mite, Daddy Longlegs , Pseudo scorpion and others) are strictly prohibited. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community. Aquariums less than 50 Gallons are not governed by this policy.

Assistive Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household Any resident seeking to have an assistive animal under this provision shall provide a statement signed by a physician confirming that the individual needs the assistive animal.

Suspension Clause

A request to suspend the Pet policy may be presented to the Board. Such appeal must be made by a majority of the voting owners. Upon the Boards consideration and their subsequent majority approval to ‘suspend’, further pet ownership will thereby be suspended. Suspension limits would be determined by the Board.

Enforcement

Any resident observing an infraction may initiate a complaint that must be put in writing, signed, and delivered to the Board. The pet owner will receive written notice of the complaint and the Board will rule if a violation is determined. At the Board’s discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board may, by majority vote, require the permanent removal of any pet from the premises. As always the Board of directors also has the authority to assess and collect fines for violations.

Pet Application and Registration Form

The owner(s) has/have read the pet policy AS PART OF this acknowledgement and the owner agrees to abide by the pet policy. The Condo owner agrees to keep the pet(s) described in this agreement in accordance with the pet policy.

Type of Pet..... **Sex**..... **Age**.....

Name.....

Description.....

The owner provides the following information and must promptly notify the Board of any change.

The Condo Association or its Board is under no obligation to care for pets left behind during an emergency.

Emergency caretaker(s) of pet(s)

Name: **Name:**

Address: **Address:**

Address: **Address:**

Telephone: **Telephone:**

Veterinarian

Name:

Address:

Telephone:

..... (Owner)..... (Date)

..... (Owner)..... (Date)

This pet agreement is a voted amendment to the Condo's Rules.