

# Townhomes of Paradise Park

## Units 1 - 48

### Pet Policy

Townhomes of Paradise Park Owners Association, Inc. (Units 1 - 48) requires all owners and/or renters wishing to bring pets into the community to read, understand and abide by the Rules outlined in this Pet Policy. These policies take into account the needs of owners, pet owning tenants and non-pet owning tenants, as well as the needs of the pets themselves. The intent of this policy is to create a harmonious co-existence of all in our community living situation by fostering an attitude of respect, cooperation and consideration.

#### 1. Screening/Registration

Pet caregivers must complete a Pet Registration Form before occupying the unit or the pet is brought on premises, and pet caregivers must notify the Board, within 30 days, of changes to the pet status. If the pet is a dog or a cat, a current photograph should be attached. The Board of Directors will provide a copy of the pet policy to the owner for review and signature. If the pet occupies a rented unit, the owner of the unit is responsible for providing the tenant's completed form to the Board prior to lease signing.

- All pets must wear identification tags that include the pet's name and owner's telephone number.
- Pets are required to be up-to-date on rabies shots and other vaccinations. Pets shall be properly licensed in accordance with applicable state and city ordinances.

#### 2. Permissible Pets

##### Cats

Number Allowed: 3 (Indoor only)

##### Dogs

Number Allowed: 2

Weight Limit: 25 pounds

The following breeds, or mixed dogs of such breeds are not permitted as pets under any circumstances due to insurance liability:

Akitas	Great Danes	Rottweilers
Alaskan Malamutes	German Shepherds	Siberian Huskies
Cane Corsos	Mastiffs	Staffordshire Terriers
Chow Chows	Pit Bull Terriers or mixed breed	Wolf-hybrids
Doberman Pinschers	Presa Canarios	

### 3. Restrictions

Pets shall not be kept, bred, or used for any commercial purpose.

1. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash of a maximum length of 6 feet (retractable leashes are prohibited to be extended beyond 6 ft) or placed in an animal carrier.
2. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the owner's trash canisters.
3. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
4. No pet is allowed to be left unattended for an extended period of time (more than 24 hours).
5. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Examples of nuisance behavior for the purposes of this document are:

- Pets whose unruly behavior causes personal injury or property damage.
  - Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
  - Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
  - Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
  - Pets who relieve themselves on walls of buildings.
  - Pets who are conspicuously unclean or parasite infested.
6. Notwithstanding any other provision herein, disabled individuals may keep training-certified service animals in their units.
  7. Feeding and caring for wildlife and feral cats is unacceptable. Stray or injured animals shall be reported to the local animal control authority for rescue.
  8. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 30 days (consecutive or staggered) in any 6 month period without prior written permission of the Board of Directors.
  9. Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

#### **4. Enforcement**

Any resident or managing agent personnel observing an infraction of any of these rules may discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it may be put in writing, signed, and presented to the Board of Directors.

A written notice shall be sent to the resident (or property owner if a renter violation) setting forth the provision of this Pet Policy violated and any penalty to be pursued by the Association that will be effective in 14 days.

The Board of Directors also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects. Unit owners may be assessed the following for pet violations, to the extent permitted by law:

First Offense:	\$25.00 fine
Second Offense:	\$50.00 fine
Third Offense:	\$100.00 fine
Subsequent offenses:	\$250.00 and potential removal of the pet from the property.

Any pet owner found violating up to 5 individual policies or a single policy 3 times in any 12 month period may result in the Association pursuing removal of their pet.

If it is determined by the Board that the pet must be removed, the pet owning unit owner or unit renter will be given 30 days to remove the pet from the premises. The Board of Directors may determine, in its discretion, that immediate removal of the pet is required in order to protect the health, safety and/or welfare of the THOPP community and its residents.

Any animal that assaults or inflicts injury on any resident or guest by jumping or biting must be removed from the community immediately. The unit owner, (e.g., the landlord if the pet belongs to a renter), shall be responsible for removing the offending animal. All such incidents shall be reported to the local authorities by a member of the Board of Directors. Any animal considered to be vicious, or uncontrollable may be permanently banned from the property by the Board. The pet owner has the right to appeal the Board's decision. The burden of proof lies with the pet owner. Until such appeal is heard, the offending animal may be banned from the Association property.

#### **5. Right of Appeal**

Anyone receiving a notice of violation may appeal. The notice of appeal shall be accompanied by such documents, written statements and other evidence as the owner or resident considers relevant to the imposition of any sanction or in mitigation thereof. In that event that notice of appeal shall be timely given the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the Board of Directors. The Board shall also conduct such investigation as it deems necessary for the purpose of determining the validity of the imposition of any fine proposed.

Appeals must be received in writing by the Board of Directors within 14 days after a notice of fine is given. Appeals of offenses may be made by the owner, management agent, or renter related to the pet in question. Once an appeal is received, the Board will schedule a meeting as soon as possible and not later than 14 days to review the matter with the pet owner, property owner and/or management agent. No further fines will take place on the reported offense pending the outcome of the appeal. The pet owner or unit owner's failure to attend the meeting shall be considered acceptance of the fines and/or removal of the pet. The Board's decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective three (3) days following written notification to the renter and/or property owner. If the appeal is found in the favor of the pet owner, all fines shall be reversed and written complaints against the pet owner removed from record.

## **6. Policy Amendments**

The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time, with proper notice to the member as required by Florida law.

## **Service Dog and Assistance Animal Policies**

Service animals and Assistance animals are not pets. Service animals are animals that have received training to work, provide service, or perform tasks for the benefit of a person with a disability. Assistance animals provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Service animals and Assistance animals perform many disability-related functions, including but not limited to:

- Guiding individuals who are blind or have low vision,
- Alerting individuals who are deaf or hard of hearing to sounds,
- Providing protection or rescue assistance,
- Pulling a wheelchair, fetching items,
- Alerting persons to impending seizures, or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

Under Fair Housing Act (FHA), a disabled person may use or seek to use an assistance or service animal in housing where the association otherwise restricts residents from having pets or otherwise imposes restrictions or conditions relating to pets and other animals.

Recently the U.S. Department of Housing and Urban Development issued a memo about when it comes to the question of a service animal. Under the Americans with Disabilities Act, the regulations narrow the definition of service animal specifically to dogs. "Other species of animals, whether wild or domestic, trained or untrained, are not service animals". Additionally, the definition of "service animal" excludes emotional support animals. However, emotional support animals may be other species that may be considered as assistance animals

Service dogs and Assistance animals are exempt from the Association's pet requirements. However, residents should contact the Board of Director's to ask for an accommodation to keep a service dog or assistance animal and complete the Pet Registration Form. Proof of the service dog's or assistance animal's training or a medical professional's certification may be required.

**Townhomes of Paradise Park  
Units 1 - 48  
Pet Registration Form**

PROVIDE THE FOLLOWING INFORMATION:

TYPE OF PET(S): \_\_\_\_\_

NAME(S): \_\_\_\_\_

AGE(S): \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

ATTACH EVIDENCE OF THE FOLLOWING, IN THE FORM OF A RECEIPT OR OTHER WRITTEN VERIFICATION, FROM THE VETERINARIAN:

\_\_\_ LICENSE: TAG NUMBER # \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

\_\_\_ EVIDENCE OF RABIES VACCINE: TAG NUMBER # \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

\_\_\_ EVIDENCE OF DISTEMPER VACCINE: EXP. DATE: \_\_\_\_\_

\_\_\_ EVIDENCE OF SPAY/NEUTER

PROVIDE THE FOLLOWING INFORMATION AND PROMPTLY NOTIFY THE ASSOCIATION BOARD SECRETARY IN WRITING OF ANY CHANGES.

**VETERINARIAN:**

NAME:

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Pet Owner NAME (PRINTED) \_\_\_\_\_

Pet Owner SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

THOPP Association Secretary Name (Printed) \_\_\_\_\_

THOPP Secretary SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_