

SEASCAPE OWNERS ASSOCIATION, INC. PET POLICY

Introduction

The Board of Directors for Seascape Owners Association, Inc. is vested with the responsibility for enforcing the deed restrictions and policies for Seascape Owners Association, Inc. The Condominium Declaration for Seascape establishes use and occupancy restrictions on all owners, residents and guests of Seascape. In order to clarify any questions or concerns regarding pets at Seascape, the Board of Directors has promulgated the following policy reiterating the pet restrictions within the Seascape condominium project.

General Rule – No Pets Allowed

Article II, Section 2.09(d) of the Condominium Declaration provides “No animals of any kind, including but without limitation dogs, cats, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements.” Consequently, animals of any kind are prohibited within the condominium project. Many owners and residents of Seascape purchased or reside at Seascape in part because of this strict “No Pets” policy. Each owner, resident or tenant knew, or should have known, at the time they purchased their Unit or signed their lease, that pets are not allowed on the premises. Owners and residents are responsible to notify any tenants, guests or visitors of this restriction so that they do not bring pets onto the premises.

Permitted Exceptions (Service Animals and Emotional Support Animals)

Under federal and state law, certain circumstances allow for an exception to the “No Pets” policy for those owners, residents or tenants who require a Service Animal or Emotional Support Animal.

Service Animals

Service Animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Service Animals will be allowed so long as they are house-trained, properly licensed and harnessed (as required by state law), do not pose a direct threat to the health or safety of others, and are not unduly disruptive (*see Policy Regarding Service Animals or Emotional Support Animals below*). Any owner, resident or tenant who wishes to bring a Service Animal on premises may be asked to provide documentation establishing that the dog is a Service Animal.

Emotional Support Animals

Emotional Support Animals are defined as animals that provide beneficial and necessary emotional, mental or psychological support to an individual. Emotional Support Animals will be allowed so long as the owner, resident or tenant: (1) has a recognized disability; (2) provides a letter from their doctor or licensed therapist verifying the disability and stating the emotional support animal is a beneficial and necessary means of coping with the disability; (3) establishes

that the emotional support animal is essential for the individual to have full use and enjoyment of the facility; (4) requests only a reasonable accommodation; and (5) ensures that the reasonable accommodation will not be an undue burden or cause a fundamental alteration to the facility (*see Policy Regarding Service Animal or Emotional Support Animal below*).

Emotional Support Animal Authorization Form

Any owner, resident or tenant who wishes to bring an Emotional Support Animal on the premises must complete and submit the Emotional Support Animal Authorization Form at least ten (10) days prior to the date they intend to bring the animal onto the premises. All forms are subject to review by the Board of Directors and/or its management company. Incomplete or inaccurate forms must be corrected and resubmitted prior to the animal coming onto the premises. No Emotional Support Animal shall be brought onto the premises until the form has been approved in writing by the Association. All Emotional Support Animal Authorization Forms are valid for one (1) year from the date of approval. Any owner, resident or tenant who wishes to continue to have an Emotional Support Animal upon the premises must complete and submit a new form prior to the expiration of each one (1) year term.

Policy Regarding Service Animals and Emotional Support Animals

All Service Animals and Emotional Support Animals must be properly attended, leashed and/or harnessed while on the Common Elements of the condominium project. Owners or custodians of Service Animals or Emotional Support Animals shall be responsible for cleaning up after their animal. Emotional Support Animals may be required to wear special identification tags while on premises. No Emotional Support Animal shall be allowed in the fenced-in swimming pool area. No Service Animal or Emotional Support Animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to, the following:

- Animals whose unruly behavior causes personal injury or property damage;
- Animals who make noise continuously or incessantly for a period of ten (10) minutes or intermittently for a period of six (6) hours or more, to the disturbance of any owner, resident, tenant or guest at any time of day or night;
- Animals on the Common Elements who are not under the complete physical control of a responsible human companion and either: (1) on a hand-held leash or harness of no more than six (6) feet in length or (2) in an appropriate carrier;
- Animals who relieve themselves on walls or floors of Common Elements;
- Animals who exhibit aggressive or other dangerous behavior; or
- Animals who are conspicuously unclean, pest-infested, malnourished or abused.

Any damage caused by a Service Animal or Emotional Support Animal to another owner, resident or tenant's person or property, or to the Common Elements of the condominium project, shall be the sole responsibility of the owner or custodian of the Service Animal or Emotional Support Animal.

Insurance Coverage and Indemnity/Hold Harmless Agreement

Each owner, resident or tenant who wishes to bring an Emotional Support Animal onto the premises must first obtain an insurance policy with limit of at least \$500,000.00 and list the Association as a named insured on said policy. In addition, the owner, resident or tenant shall be required to execute an indemnity, hold harmless and duty to defend agreement with the Association and grant the Association the right to select counsel should the agreement come into effect.

Violations of Policy Regarding Service Animals and Emotional Support Animals

Any Owner who violates the Pet Policy, or whose tenant, resident or guest violates the Pet Policy, shall be subject to the following enforcement actions:

First Violation – Owner shall be sent notice of violation in writing along with requirement that violation be cured immediately. Owner shall be advised that further violations may result in fines and/or revocation of permission

Second Violation – Owner shall be sent notice of violation via certified mail advising owner that any further violations of the Pet Policy within six months of this letter shall be subject to a \$100.00 per violation fine and revocation of permission. Owner shall have the right to request a meeting with the board, within 30 days of receipt of second notice, to discuss the violation. Owners who fail to cure the violation may be subject to legal action and will be responsible for reimbursing Seascope for all legal fees and costs associated with such enforcement.

Third Violation – Owner shall be sent notice of violation via certified mail advising owner that permission to bring animal to Seascope has been revoked. Owner will be assessed a fine of \$100.00 per day for each day the violation continues or the animal remains on the premises after permission has been revoked. Owner will be responsible for all costs associated with further enforcement, including attorney's fees and costs of court.

Emergency Revocations – Any animal that poses a direct threat to the health or safety of a Seascope owner, tenant, resident or guest shall be subject to immediate removal from the premises without prior written notice.

Severability

Invalidation of any term or provision of this Policy by judgment or otherwise shall not affect any other term or provision of this Policy, and this Policy shall remain in full force and effect except as to any terms and provisions which are invalidated.