

Pet Policies
Puerta Del Sol of Kendall Condominium Association, Inc.

The provisions noted here have been adopted by Puerta Del Sol of Kendall Condominium Association, Inc. for developing appropriate rules and regulations for your pets-welcome policy.

I. Screening/Registration

- a. Pet caregivers must complete a Pet Application Form before occupying the unit. If the pet is a dog or a cat, a current photograph should be attached along with a copy of an up to date vaccination. The management company will present a copy of the policies to the resident for review and signature.

II. Permissible Pets

Please note the following quantity of pets and weight limits that are permitted per unit.

- a. Dogs
 - i. Number Allowed: 2 Weight Limit: 45 lbs (Fully Grown)
- b. Cats
 - i. Number Allowed: 2
- c. Birds
 - i. Number Allowed: 2
- d. Small Caged Animals
 - i. Limited to reptiles, guinea pigs, hamsters, gerbils, and ferrets
 - ii. Number Allowed: 2

III. Restrictions

- a. Pets shall not be kept, bred, or used for any commercial purpose.
- b. Dogs and cats shall not be permitted outside of their owner's unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the common elements designated by the association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the condominium property.
- c. Persons who walk pets are responsible for immediately cleaning up all solid wastes of their pets and dispose of such wastes appropriately.
- d. Pets may not be left unattended on balconies, terraces, backyards, patios or in lanai areas
- e. Fish or caged domestic (household-type) birds may be kept in the unit, subject to the provisions of the declaration
- f. Cat litter may not be disposed of in toilets.
- g. Domesticated dogs and/or cats may be maintained in a Unit provided such pets are permitted to be so kept by applicable laws and regulations

- h. Pit bulls or other breed considered to be dangerous by the Board of Directors are not permitted; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard.
- i. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered.
- j. Pet caregivers shall not use laundry rooms, facilities, or equipment to launder pets' bedding, toys, blankets, etc.
- k. 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. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor.
- l. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - i. Disturbing noises or conduct that interferes with the rights, comforts, or conveniences of other unit owners or occupants.
 - ii. Pets whose unruly behavior causes personal injury or property damage.
 - iii. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1 hour or more to the disturbance of any person at any time of day or night.
 - iv. 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.
 - v. Pets who relieve themselves on walls or floors of common areas.
 - vi. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - vii. Pets who are conspicuously unclean or parasite infested.
- m. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities.
- n. Feeding and caring for managed cat colonies is acceptable under approval of board of directors. Stray or injured cats shall be trapped by the colony caretaker and care provided as necessary. Where no caretaker is available, stray or injured animals shall be reported to the local animal control authority for rescue.
- o. 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 14 days

(consecutive or staggered) in any one-year period without prior written permission of the property management company.

- p. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

IV. Enforcement

- a. Any resident or managing agent personnel observing an infraction of any of these rules shall 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 must be put in writing with evidence and submitted to the property management company. If it is confirmed a policy has been violated, the pet caregiver will receive written notice of the violation.
- b. If upon the third (3) violation the problem is still unresolved, arrangements will be made for a hearing. (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.)
- c. The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents. If so determined, the pet caregiver will have 30 days to remove the pet from the premises.
- d. The association 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. A violation of the provisions of this policy shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and or to require any pet to be permanently removed from the Condominium Property.

V. Exceptions

- a. If an owner or resident requests an exception to the pet policy, the owner must make the request in writing to the management company. This includes requesting reasonable accommodations for service and support animals.