

**PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING**

**MAPLEWOOD CONDOMINIUM ASSOCIATION, INC.**

**PET AGREEMENT**

Owner(s) \_\_\_\_\_

Address: \_\_\_\_\_ Unit No: \_\_\_\_\_

OF **MAPLEWOOD CONDOMINIUM ASSOCIATION, INC.**, SUN CITY CENTER, FLORIDA

Identification of Pet: (\_\_\_\_\_) dog or (\_\_\_\_\_) cat currently being kept at the above location.

Pet Identification: \_\_\_\_\_  
Breed, Color, Age, Weight (at maturity), Name

Pet Identification: \_\_\_\_\_  
Breed, Color, Age, Weight (at maturity), Name

This Pet Agreement is entered into by and between the above-identified condominium unit owner(s) (hereinafter called "Owner") and MAPLEWOOD CONDOMINIUM ASSOCIATION, INC. (hereinafter called the "Association").

**WHEREAS**, Owner owns the above-identified house pet or pets ("Pet(s)"); and

**WHEREAS**, the Association has the responsibility for the maintenance of the common elements in the above-identified condominium as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of Condominium; and

**WHEREAS**, Owner acknowledges understanding of the restrictions and requirements of this Agreement as follows;

**NOW, THEREFORE**, in consideration of the foregoing premises, Association and Owner hereby specifically agree as follows:

1. Owner shall deliver to Manager this Pet Agreement.
2. Manager shall enforce this Pet Agreement pursuant to the terms hereof. If it should become necessary for Manager to utilize the services of an attorney for appropriate action to enforce any provision of this Pet Agreement, Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith.
3. This Pet Agreement shall constitute Owner's permit to keep and harbor the Pet in the condominium unit pursuant to the provisions of **Article XIII, Section C of the Amendment to the Declaration of Condominium** pertaining to the unit, the applicable provisions of which are as follows (all defined terms shall be as defined in such Declaration of Condominium):

***C. Pets. Unit Owners and occupants shall be permitted to keep and harbor up to two pets (either two dogs, two cats, or one dog and/or one cat) as house pets, provided that a pet agreement (to be obtained from the Association or its managing agent) has been signed by the Unit Owner or occupant and placed on file with the Association.***

***In addition to the foregoing, the Owner of a Unit shall be permitted to keep and harbor other house pets, such as birds or fish, which must be restricted to a cage, or an aquarium, and shall not in any way constitute, or be permitted to become a nuisance, danger or hazard to any other Unit Owner or occupant. Should one, or all, of these other house pets be or become a nuisance, danger or hazard as evidenced by a formal complaints made by another Unit Owner or occupant to the Board or its designee, the Board shall***

***investigate and verify the complaint and thereafter may seek the removal of the offending pet(s) in a manner that does not violate the due process rights of the Unit Owner.***

***Notwithstanding anything in this Declaration to the contrary, no Unit Owner or occupant shall house or harbor any Wild Animal in the Condominium, including but not limited to housing or harboring a Wild Animal within a Unit. The term "Wild Animal" shall include, but it is not limited to, any snake, reptile, insect, rodent, pig, goat or chicken.***

***Additionally, in no event shall any Unit Owner or occupant house or harbor a dog that is a pit bull or any other dangerous breed of dog in the Condominium. Dangerous breeds of dogs may be identified by the Board of Directors in its business judgment from time to time for purposes of enforcing this provision of the Declaration. The decision of the Board of Directors concerning whether a breed of dog is dangerous and should be prohibited in the Condominium shall be binding on all Unit Owners and occupants.***

***The Association's Board of Directors may from time to time adopt and amend reasonable rules and regulations concerning the harboring of pets in a Unit and the handling of pets on or around the Common Elements. All Unit Owners occupants, and guests shall comply with the Association's rules and regulations concerning and related to harboring and handling of pets.***

4. In consideration for being permitted to keep a Pet(s) in accordance with the foregoing provisions, Owner specifically agrees to indemnify and hold harmless the Association from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity directly or indirectly as a result of this agreement or the keeping of the Pet(s) in the unit, the property of the condominium and the Kings Point complex.
5. Owner agrees to abide by and follow the following rules and regulations regarding the Pet(s):
  - a. A Pet shall not be permitted to roam freely and unrestricted on any area defined as a common element, limited common element or other properties at Kings Point; notwithstanding the foregoing prohibition, a leashed Pet may be permitted to defecate or urinate in grassy areas located immediately adjacent to the Owner's unit provided that Owner immediately thereafter removes, disposes of, and washes away all Pet waste materials. Failure by the Owner to immediately remove, dispose of, and wash away all Pet waste materials shall constitute a "Third Infraction" as provided in Section 9(c) hereinafter.
  - b. A Pet shall be kept on a leash not to exceed ten (10) feet in length at all times when such Pet is outside of Owner's unit. Use by Owner of a "reel type" leash which possesses an expandable length in excess of ten (10) feet shall constitute a violation of this restriction.
  - c. Owner shall not allow a Pet to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other unit owners or their tenants.
  - d. A Pet shall not be permitted to cause damage or destruction to any unit or to cause damage or destruction to any of the common elements, limited common elements or properties in the Kings Point complex.
  - e. A Pet shall be exercised only in the designated pet exercise areas or outside of the Kings Point complex.\*\*
6. Any complaints of damage caused by the Pet(s) from other unit owners shall be submitted to the Association in writing and shall be verified by the Association's employees or Sun City Center West security guards. Any employee of the Association and/or a Sun City Center West security guard may also file written damage complaints. Association shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. If Owner fails to do so within fifteen (15) days from the date of such notice, the amount of the repair or replacement will be deducted from the pet bond hereunder. In the event a deduction is made to pay for Pet damages upon Owner's failure to do so, Owner shall be notified to forthwith replenish the pet bond to the amount prior to such deduction. If the amount of the repair or replacement exceeds the amount of the pet bond, Owner agrees to satisfy the balance due upon demand. Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. If the pet bond is partially or totally depleted by a payout for damages and within fifteen (15) days after notice the Owner does not replenish said pet bond to the balance existing prior to such payout, this Pet Agreement and right to keep and harbor the offending Pet(s) shall automatically terminate and the Association shall have the authority to have the Pet(s), as applicable, removed if Owner does not voluntarily accomplish such removal within thirty (30) days of demand.
7. Complaints not involving damages submitted to the Association by other unit owners at Kings Point shall be in writing and shall be verified by Association. Such complaints may also be submitted in writing by Association's employees or Sun City Center West security guards.

8. Each pet complaint submitted under paragraph 6 or 7, filed by an employee of the Association or a Sun City Center West security guard, shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Association shall take action with regard to such infractions as follows:
  - a. First infraction: Association shall notify Owner of infraction in writing.
  - b. Second infraction: Association shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
  - c. Third infraction: Association shall notify Owner and deduct an amount up to the maximum allowed under the applicable provisions of Section 718.303, Florida Statutes, from the balance of the pet bond(s) as a penalty fine which Owner shall forfeit and not be entitled to recover. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with Section XIX(H) of the Declaration of Condominium for the Owner's condominium. Such notice shall give Owner the opportunity to request a hearing before a committee of Owners, created pursuant to applicable Florida law, at a time and date which shall not be more than thirty (30) days after the date of such notice.
  - d. Fourth infraction: Association shall notify Owner that this Pet Agreement is terminated and shall demand that the Pet(s), as applicable, be removed from the premises within thirty (30) days from notice. Upon verification by Owner that the Pet(s) has/have been removed, any remaining portion of the pet bond(s) then existing shall be returned to Owner. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph (c) above.

Infractions for purposes of this paragraph shall cumulate only on the basis of separate twelve (12) month periods with each new period commencing on the annual anniversary date of this Agreement ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

9. This Pet Agreement shall be executed in duplicate copies and Owner's copy shall constitute the permit for the keeping and harboring of the Pet(s) until same shall be terminated by Association in accordance with the terms hereof or terminated upon the death of the Pet(s) or the removal of the Pet(s) from the Owner's unit.
10. This Pet Agreement and the permit it represents is not assignable by Owner.

**\*\* (6e) PLEASE NOTE THAT THERE CURRENTLY EXISTS NO DESIGNATED PET EXERCISE AREAS WITHIN KINGS POINT. PETS MAY BE EXERCISED IN UNDEVELOPED AREAS OUTSIDE THE COMMON ELEMENTS OF YOUR ASSOCIATION. THIS INCLUDES THE AREAS, WHICH ARE CURRENTLY UNDEVELOPED.**

\_\_\_\_\_ **(Please initial)** \_\_\_\_\_ **(Please initial)**

**IN WITNESS WHEREOF**, the undersigned has executed this Pet Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER(S)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_

He/She \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

Notary Public, At Large

**MAPLEWOOD CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_