

**PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING**

**SOMERSET VILLAS AT KINGS POINT HOMEOWNERS' ASSOCIATION, INC.**

**PET AGREEMENT**

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

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

OF SOMERSET VILLAS AT KINGS POINT HOMEOWNERS' 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 SOMERSET VILLAS HOA unit owner(s) (hereinafter called "Owner") and FirstService Residential, as the Management Firm and as agent on behalf of the SOMERSET VILLAS HOA association for the above-identified SOMERSET VILLAS HOA (hereinafter called "Manager"). **Pet will refer to singular (1) or plural pet(s) in accordance with the governing documents. Any change of pet will require a new Pet Agreement be executed.**

**WHEREAS**, Owner owns the above-identified house pet and

**WHEREAS**, the Manager has the responsibility for the maintenance of the common elements in the above-identified SOMERSET VILLAS HOA as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of SOMERSET VILLAS HOA; and

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

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

1. Manager shall enforce this Pet Agreement pursuant to the terms hereof, and the decision of Manager to charge a penalty fine or to repair damage shall be in the sole discretion of Manager and shall be final. 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.
2. This Pet Agreement shall constitute Owner's permit to keep and harbor the Pet in the SOMERSET VILLAS HOA unit pursuant to the provisions of **Article VIII, General Restrictions of the Declaration of SOMERSET VILLAS HOA.**

**Section 10. Household Pets. No lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor, and provided they are kept in accordance with the rules of the Association and the Master Association.**

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 Manager 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 in the unit, the property of the SOMERSET VILLAS HOA and the Kings Point complex.

3. Owner agrees to abide by and follow the following rules and regulations regarding the Pet:

A. GENERAL RULES. To the extent that the following rules are in conflict with any rules on the same subject contained in the Declaration of Covenants and Restrictions for Somerset Villas at Kings Point ("Declaration"), the more restrictive rules shall control. The defined terms used herein shall have the meaning given to them in the Declaration.

1. Pets in size permitted by the Declaration may be kept by Owners on the Association Property, subject to the following conditions:
  - a. No more than two (2) pets may be kept in a Dwelling.
  - b. A pet shall not be permitted to roam freely and unrestricted on any area defined as a Common Property or other properties in the Association or the Community Association; notwithstanding the foregoing prohibition, a leashed pet may be permitted to defecate or urinate in grassy areas located immediately adjacent to the Owner's Dwelling 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 Rule A.1.1.(iii), hereinafter
  - c. Guests and tenants are not permitted to have pets of any kind.
  - d. 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 Dwelling. 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.
  - e. Pet waste must be removed by Owners or handlers immediately. The Directors will designate the portions of the Association Property that will be used to accommodate the reasonable requirements of Dwelling Owners who keep pets.
  - f. 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 Dwelling owners or their tenants.
  - g. By virtue of keeping a pet, an Owner agrees to indemnify and hold harmless the Association and the Community 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 the Owner having a pet in the Dwelling, on the property of the Association, or on the property of the Community Association.
  - h. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
  - i. A pet shall not be permitted to cause damage or destruction to any Dwelling or to cause damage or destruction to any of the Common Property of the Association or the Community Association
  - j. Any complaints of damage caused by the pet(s) from other Owners shall be submitted to the Association in writing and shall be verified by the Association's employees or the Community Association security guards. Any employee of the Association and/or the Community Association security guard may also file written damage complaints. The Association shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. Owner agrees to pay the amount 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 damages are not paid on demand, the right to keep and harbor the

offending pet(s) shall automatically be subject to termination by the Association 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.

- k. Complaints not involving damages submitted to the Association by other Dwelling owners in the Association or the Community Association shall be in writing and shall be verified by the Association. Such complaints may also be submitted in writing by the Association's employees or Community Association security guards.
- l. Each pet complaint submitted in accordance with these Rules and Regulations, filed by an employee of the Association or the Community Association security guard, shall constitute an infraction for purposes of this paragraph. The Association shall take action with regard to such infractions as follows:
  - i. First infraction: the Association shall notify Owner of infraction in writing.
  - ii. Second infraction: the Association shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
  - iii. Third infraction: the Association shall be authorized to impose a fine in an amount up to the maximum allowed under Florida law if limited thereby. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with the Declaration for the Owner's Dwelling. 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.
  - iv. Fourth infraction: Association shall notify Owner that the right to keep the pet(s) is terminated and shall demand that the pet(s), as applicable, be removed from the premises within thirty (30) days from notice. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph A.1.l.(iii), above.

Infractions for purposes of this paragraph shall accumulate only on the basis of a calendar year ("Infraction Period"), and 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.

**B. ENFORCEMENT.** The Board of Directors has the authority and discretion to enforce these Rules and Regulations, and the decision of the Association to charge a penalty, fine, make a deduction, or take other punitive action in furtherance of said enforcement shall be in the sole discretion of the Association and shall be final. If it should become necessary for the Association to utilize the services of an attorney for appropriate action to enforce any provision of these Rules and Regulations, the 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.

**C. OTHER RESTRICTIONS.** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Common Property. Reference should be made to the Declaration and other recorded restrictive covenants affecting the Association Property.

**This Pet Agreement and the permit it represents are not assignable by Owner.**

**Owner Agrees to abide by all state and local animal ordinances. An overview of Hillsborough County Ordinances is attached. The complete statute is available through Hillsborough County Animal Services.**

**The Agreement may not be altered or changed in any way.**

**Animal Services - Hillsborough County**

Select features found in the Animal Ordinance, which will affect pet owners, or the general public is:

- All dogs, cats, and ferrets four months of age or older must be vaccinated against rabies by a veterinarian and be registered with the department. This provision provides for local enforcement of state law, which now requires ferrets to be vaccinated against rabies.

- All dogs will be required to wear the rabies tag when outside. Cats, when outside, will be required to wear the tag or to be micro chipped, tattooed, or have an ear tag that can be used to identify the cat so the owner can be traced. Dogs and cats, while participating in a sanctioned event, will not be required to wear the tag. This provision will better enable a person bitten by a dog or cat and public health authorities to know if the animal has a current rabies vaccination. This will also aid in getting lost pets and their owners reunited.
- Excluding public right-of-way on an owner's private property, no dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. Any cat routinely outdoors while not under direct control must be sterilized. This will better protect the private property rights of our citizens who do not want dogs or cats on their property. It will help reduce problems that can result from outdoor pet cats indiscriminately breeding. It will also likely result in, over time, a higher percentage of pet cats being kept indoors; thereby reducing the health and safety risks to which outdoor cats are exposed.
- Dogs or cats in heat, when not in a proper enclosure, must be under the direct supervision of a responsible individual so that the dog or cat is not allowed to unintentionally come into contact with a male dog or cat and breed. This provision will help prevent unwanted litters of puppies and kittens that contribute to our tragic dog and cat overpopulation problem.
- Any feces deposited by a dog, cat, or pet pig on public property, public walks, and recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal. This provision will help reduce the health and nuisance problem created by dogs and cats that have been permitted to defecate on the property of others.
- No person will transport on any public highway, roadway or thoroughfare any animal in a vehicle unless the animal is safely confined or tethered to prevent the animal from falling or jumping from the vehicle. This provision will reduce the potential danger to people and animals that could be caused if an animal were to fall onto a busy public road in our county.
- It will be unlawful to strike or interfere with a service animal while performing its duties. This will help prevent someone from interfering with a service animal that is assisting, for example, a deaf or visually impaired person.

**767.04 Dog owner's liability for damages to persons bitten.**

The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

**PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING**

**SOMERSET VILLAS OF KINGS POINT HOMEOWNERS' ASSOCIATION, INC.**

**PET AGREEMENT**

**PLEASE NOTE THAT THERE CURRENTLY EXISTS NO DESIGNATED PET EXERCISE AREAS WITHIN KINGS POINT.**

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

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

\_\_\_\_\_  
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