

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

PORTSMITH CONDOMINIUM ASSOCIATION, INC.

PET AGREEMENT

Owner(s) _____

Address: _____ Unit No: _____

OF PORTSMITH 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 FirstService Residential, as the Management Firm and as agent on behalf of the condominium association for the above-identified condominium (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 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, Manager and Owner hereby specifically agree as follows:

1. Owner shall deliver to Manager upon the execution of this Pet Agreement the sum of Two Hundred Fifty Dollars (\$250.00) for each Pet, which shall be kept and disbursed by Manager in accordance with the terms hereof as a "pet bond," and Manager hereby acknowledges receipt thereof by its signature hereto.
2. Association shall hold the pet bond(s) or the balance(s) thereof (if deductions have been made there from in accordance with the provisions hereunder).
3. Owner acknowledges that the purpose of the pet bond is to provide a fund from which penalty fines in accordance with the provisions herein below may be deducted and also a fund from which expenses for Pet-caused damages may be paid.
4. Association or its Managing Agent shall enforce this Pet Agreement pursuant to the terms hereof and the decision of Association to charge a penalty fine or to make a deduction to repair damage shall be in the sole discretion of Association 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. A deduction from the pet bond for such costs and expenses may be made to the extent of funds available and Owner agrees to pay any balance due upon demand.
5. This Pet Agreement shall constitute Owner's permit to keep and harbor the Pet(s) in the condominium unit pursuant to the provisions of 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 or any subsequent amendment thereto):

Declaration of Condominium for PORTSMITH Condominium Association, Inc. Article XIII: Use and Occupancy C. Pets. At the time an individual becomes the Owner of a Unit (either by purchase from the Developer or subsequently

from a third party), such individual 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 Management Firm) has been signed and a \$250.00 cash bond for each dog and/or cat is posted in accordance therewith. Thereafter, if such Unit Owner has two such house pets and one of such pets dies, such pet shall not be permitted to be replaced (and the \$250.00 pet bond for such animal shall be returned to the Unit Owner); however, upon the death of both of such pets, the Unit Owner shall be permitted to replace and harbor one pet (one dog or one cat) in the Unit, conditioned upon the execution of a new pet agreement and payment, in the event the former monies were already refunded to the Unit Owner, of the \$250.00 cash bond.

In no event shall a Unit Owner who keeps and harbors one dog or one cat at the time of becoming the Owner of the Unit (based upon execution of the pet agreement and payment of the cash bond) be entitled to have more than one dog or one cat in the Unit.

In the event an individual becomes the Owner of a Unit and does not own a dog or a cat at the time of becoming the Owner of the Unit, but subsequently decides to have a pet, such Owner shall be permitted to keep and harbor only one cat or one dog in the Unit (conditioned upon execution of the Pet Agreement and payment of the \$250.00 cash bond), and the Owner shall be entitled to replace the dog or cat upon its death.

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 to any other Unit Owner. Should one, or all, of these other house pets be or become a nuisance as evidenced by a formal complaint made by another Unit Owner to the Board or its designee, the Board shall investigate and verify the complaint and thereafter seek the removal of the offending pet(s) in a manner that does not violate the due process rights of the Unit Owner.

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 condominium and the Kings Point complex.

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

- a. A Pet shall not be permitted to defecate or urinate on any area defined as a common element, limited common element or other properties at Kings Point except within the designated areas.
- b. A Pet shall be kept on a leash at all times when such Pet is outside of Owner's unit.
- 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.**

7. Any complaints of damage caused by the Pet from other unit owners shall be submitted to the Manager in writing and shall be verified by the Manager's employees or Kings Point guards. Any employee of the Manager and/or a Kings Point guard may also file written damage complaints. Manager 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 shall automatically terminate and the Manager shall have the authority to have the Pet, as applicable, removed if Owner does not voluntarily accomplish such removal within thirty (30) days of demand.

8. Complaints not involving damages submitted to the Manager by other unit owners at Kings Point shall be in writing and shall be verified by Manager. Manager's employees or Kings Point guards may also submit such complaints in writing.
9. Each pet complaint submitted under paragraph 7 or 8, filed by an employee of the Manager or a Kings Point guard, and shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Manager shall take action with regard to such infractions as follows:
 - a. First infraction: Manager shall notify Owner of infraction in writing
 - b. Second infraction: Manager shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
 - c. Third infraction: Manager 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: Manager shall notify Owner that this Pet Agreement is terminated and shall demand that the Pet, as applicable, be removed from the premises within thirty (30) days from notice. Upon verification by Owner that the Pet has been removed, any remaining portion of the pet bond 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.

10. 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 until same shall be terminated by Manager in accordance with the terms hereof or terminated upon the death of the Pet or the removal of the Pet from the Owner's unit.

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.

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**** (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

For Accounting Use Only:

Deposit

Received From: _____ Amount: \$ _____ Date of Check: _____ Check No: _____

Refund:

Date: _____ Amount: \$ _____ Check No: _____