

Dunedin Palms Homeowners Association, Inc.
Pet and Service Animal Policy

DPHAI requires all Unit Owners and Tenants wishing to bring any pets and/or service animals into the Park to read, understand and abide by the rules outlined in this Pet Policy.

1. Unit Owners and Tenants must register their pet(s) and/or service animal(s) with the Board before it is brought into the Park and must update such registration annually.
2. A “service animal” means an animal that is trained to perform tasks for an individual with a disability. Proof of said training must be provided. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet.
3. Acceptable pets are limited to spayed/neutered cats that are not permitted to exit the Unit Owner’s or Tenant’s manufactured home, and birds, housed in cages inside manufactured homes. Requests to keep pets of any other type must be presented to the Board in writing, prior to bringing the pet into the Park.
4. All pets and service animals must be able to be restrained by leash, carrier, cage, or some other animal-appropriate device. Regardless of whether a pet or service animal is restrained, it must, at all times, be under the full control of its owner.
5. All pets and service animals must wear appropriate identification tags, if customary or required, that indicate the pet's name, owner's name, owner's address and telephone number, in addition to appropriate tags issued or required by applicable municipal governments.
6. All dogs and cats over the age of 6 months must be spayed or neutered. If the pet or service animal entering the Park is under 6 months old, its owner agrees to have it spayed/neutered (at approximately 6 months of age). A medical receipt from a veterinarian is required to prove the animal is spayed/neutered.
7. Pets and service animals must be inoculated in accordance with state and local law. All pets and service animals must receive proper veterinary care, and must be up-to-date on rabies and distemper vaccinations, with a veterinarian's statement to this effect provided annually to the Board. Such verification should be provided with the annual registration update.
8. All pets must be effectively and appropriately restrained and under the full control of a responsible individual while on the Common Facilities or Cooperative Property. Under no circumstances shall pets be allowed on the Common Facilities or Cooperative Property between the hours of 11 p.m. and 6 a.m. Service animals are only allowed on the

Common Facilities or Cooperative Property between the hours of 11 p.m. and 6 a.m. to the extent necessary to fulfill the “service” for which the service animal is necessary.

9. All pet and service animal owners/individuals that take pets and service animals outside must clean up after their pets and service animals. Pet and service animal owners/individuals must immediately pick up and dispose of all animal waste deposited on the Park’s streets or grounds. Failure to do so may result in fines against the pet or service animal owner and/or Unit Owner or Tenant of up to \$100.00 per occurrence. Failure to pay these fines may result in a lien against the Unit Owner’s Unit in favor of the DPHAI and/or termination of the MOA with respect to the Unit Owner’s Unit, in addition to any other reasonable or necessary Board action or sanction.

10. Unit Owners and Tenants are responsible for keeping all areas where pets and service animals are housed clean, safe, and free of parasites, including fleas. All pet and service animal owners must immediately pick up and dispose of any animal waste deposited on the Park’s streets or grounds. Cat owners must place soiled cat litter in tied, plastic bags and dispose of it in the dumpster.

11. Pets and service animals shall be properly licensed in accordance with applicable state and city ordinances, with evidence of licensing provided annually to the Board. Further, all pets and service animals and the ownership thereof, shall be subject to all relevant state, local, and municipal rules, regulations, ordinances, and laws, regarding the particular breed or type of pet or service animal.

12. Pets shall be temporarily removed from any Unit upon five (5) days notice for purposes to include, but not necessarily limited to, delivery of maintenance services, extermination services and preventative maintenance/housekeeping inspection, as requested by the Board. Similar requirements may exist for service animals and will be exercised by the Board in a manner not inconsistent with the purpose of the service animal.

13. No pet or service animal is to be left unattended in a Unit Owner’s or Tenant’s Unit for a period longer than that which is appropriate in light of the needs of the pet or service animal. When the Board has reasonable cause to believe a pet or service animal has been left unattended for an unreasonably extended period of time, the Board will attempt to contact the Unit Owner or Tenant to remedy the situation. If contact with the Unit Owner or Tenant cannot be made or fails to appropriately remedy the situation, the Board may enter the Unit and make any necessary arrangements for the pet’s or service animal’s care, including removing the pet or service animal and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be charged to the Unit Owner and/or Tenant.

14. All complaints about pets or service animals must be in writing, and will be reviewed by the Board. A meeting may be held by Board, with the complainant and the pet or service animal owner, to clarify the situation and attempt to resolve it.

15. Unit Owners and Tenants are responsible for ensuring that their pets do not disturb or annoy other Unit Owners, Tenants, or Park occupants. Unit Owners or Tenants whose pet(s) are determined by the Board to be disturbing others must remedy the situation immediately. A Unit Owner or Tenant who fails to remedy the situation after 3 warnings will receive a 30-day notice to remove the pet from the Park, except in the case of a serious problem, whereby the length of time may be shortened in the interest of public safety at the Board's sole discretion. Additionally, in the event that a pet or service animal's behavior poses a direct threat to the health and safety of others, the pet or service animal may be immediately removed from the Park. If the Unit Owner or Tenant fails to remove the pet or service animal within the time prescribed by the Board, the Unit Owner or Tenant will be considered in breach of the Rules and in default of the Master Occupancy Agreement.

16. Unit Owners or Tenants are responsible for all damages or injuries caused by their pets or service animals. Every pet or service animal owner, whether Unit Owner or Tenant, agrees to indemnify and hold the Board and DPHAI harmless from any injury, claim, cause of action, or other proceeding resulting from an act by the Unit Owner or Tenant's pet or service animal, including costs, reasonable attorneys' fees and other expenses incurred by the Board or DPHAI through any appeals. If a pet or service animal owner, whether Unit Owner or Tenant, has a policy of insurance coverage for any injury resulting from an act by the pet or service animal, a copy of the policy's declaration page must be furnished to the Board within twenty (20) days after the pet's arrival on the premises.

17. Any violation of this Pet and Service Animal Policy shall be a violation of the Rules and the MOA.

Adopted by DPHAI on January 21, 2015