

Pineapple Village Pet Policy and Agreement

This policy and agreement sets forth the rules and regulations governing the maintenance of Domestic Pets by Unit Owners within their units located at Pineapple Village and use of PVCA property with respect to the maintenance of those Pets.

For the purpose of this policy “Domestic Pet(s)” shall mean dogs, cats, birds or other domestic animals which reside indoors and depend on their owner for food and shelter.

“Excluded Domestic Pets” for the purposes of this policy shall mean any of the above animals that demonstrate any dangerous, aggressive or threatening behavior.

Rules and Regulations for Maintenance of Domestic Pets

- Only Unit Owners may keep Domestic Pets within their unit
- Each Domestic Pet must have its own application on file with PVCA and pay the associated Pet Registration Fee
- Tenants are not permitted to maintain Domestic Pets within the confines of PVCA property
- Each Domestic Pet must be registered with PVCA with the associated registration fee paid prior to being allowed on PVCA property
 - o Any unregistered Domestic Pet found to be residing within the confines of PVCA will be subject to a \$250.00 fine upon discovery
 - o Unit Owners have five (5) days to register the animal after discovery or face additional fines
- Unit Owners may not maintain more than 2 Domestic Pets at any one time
- All Domestic Pets residing within PVCA must be “indoor” pets
- Domestic Pets are not to be left unsupervised in the patio areas of the Unit
- Domestic Pets are not permitted to roam PVCA property unaccompanied
- Domestic Pets taken outside the confines of their Unit must remain on a leash at all times and accompanied by an individual with the ability to retain control of the animal
- All Domestic Pets are to be kept well and health to included being free of fleas, ticks and any disease that would endanger people or other animals
- Any “droppings” from a Domestic Animal must be immediately cleaned and disposed of properly in waste containers
- Domestic Pets are allowed on the pool deck and under the shade structures (while leashed); however no Domestic Pet is allowed in the pool itself
- The Pet Sitting of any non-registered Domestic Pet is not allowed.
 - o Any Domestic Animal being watched by a Unit Owner must register the animal with PVCA
- Breeding of Domestic Animals is prohibited on PVCA property
- All Domestic Pets maintained on PVCA Property will not have a history of any dangerous, aggressive or threatening behavior.
- Domestic Pets will not cause habitual disturbing noises as to not disturb PVCA residents
 - o Examples would include barking, howling, screeching among others
- It is strongly suggested that all Domestic Animals residing in PVCA be spayed/neutered
- It is strongly suggested that all Unit Owners maintaining a Domestic Pet carry appropriate liability insurance

Excluded Domestic Pets

- Any Domestic Pet which demonstrates any dangerous, aggressive or threatening behavior will be classified as “Excluded”:
 - o When unprovoked inflicts bites or attacks a human or another domestic animal in a vicious or terrorizing manner
 - o Any domestic pet with a known propensity to attack unprovoked
 - o Any domestic pet who has been found to have been trained for fighting
- Any Domestic Pet that been observed to demonstrate the above behaviors and PVCA has been notified will be subject to a review of the behavior which could result in the removal of the animal from PVCA property and be banned from returning to PVCA.
- Any Domestic Pet who either it or the Unit Owner who has had continual instances of Rule and Policy violations can be subject to removal from PVCA property

Removal of Domestic Pets

- Any Domestic Pet deemed to be Excluded will be subject to immediate removal from PVCA property at the sole cost of the Unit Owner
- Unit Owner will complete the Domestic Pet Removal Form which will agree to condition the animal will not return to PVCA

Indemnification of PVCA by Unit Owner

By signing below, the Unit Owner(s) agree to:

- Completely defend, indemnify and hold harmless PVCA, its officers, directors and other Unit Owners from and against:
 - o All lawsuits, claims, acts, liabilities, demands, damages, expenses and losses of any kind or nature in regards to their domestic pet
 - Including those resulting from death, personal injury, illness or property damage arising directly or indirectly from the maintenance of their Domestic Pet within the confines of PVCA and its property.
- Under no circumstances shall PVCA have any liability for or related to the maintenance of any Domestic Pet residing in a PVCA unit.
- PVCA will not have any liability related to a determination that a Domestic Pet must be removed from the confines of Pineapple Village due to a lack of strict adherence to the above rules and regulations.
- Any costs or liabilities incurred by PVCA directly or indirectly including fines levied for violation of any of the above policies or any legal action arising from a Unit Owner maintaining a Domestic Pet may be reduced by the PVCA to a special assessment liability of the Unit Owner to whom authorization was provided, and such Unit Owner hereby consents to such special assessment.

I have read and understand all the rules and regulations regarding the maintenance of Domestic Pets within the confines of Pineapple Village and agree to strictly adhere to them.

In addition, I specifically agree to the assumption of the indemnification obligation and consent to the special assessment provision, as set forth above.

I have completed the Domestic Pet Form for each Domestic Pet and agree to the Pet Application Fee.

I understand and consent to the below Fine/Fee Structure that can be levied against me for violating any of the above policies.

Owners Printed Name

Owners Printed Name

Owners Signature

Owners Signature

Unit Number

Date

Email Address

Phone Number

Fine and Fee Structure:

	Initial Fee/Fine
- Pet Application Fee (each pet)	\$25.00
- Unregistered Pet	\$250.00
o If after the five (5) days the animal has not been registered with PVCA daily charges of \$25.00 will be assessed	
- Excluded Pet (banned)	\$500.00
o The pet is to be removed immediately from PVCA property. Should the animal remain, a daily charge of \$50.00 will be assessed and PVCA reserves the right to remove the animal at a cost to the Unit Owner	
- Unsupervised / Walked Off Leash / Failure to pick up "droppings"	\$25.00
o The fee will increase by \$25.00 for each additional violation	
- Habitual Disturbing Noises	\$50.00
o The fee will increase by \$50.00 for each additional violation	
- Pet in the pool	\$100.00
o The fee will increase by \$100.00 for each additional violation	

PVCA reserves the right to adjust and modify the above fee/fine structure to include removal of the pet as warranted by the individual situation.

