

PET POLICY

FOR UNIT OWNERS ONLY

Pets are welcomed at Pine Point Vista provided that their owners comply with the following procedures and rules:

A. Procedures

VISITING PETS

- 1) Unit Owners must obtain a Pet Agreement from DIRIGO Management BEFORE a pet visits the property. Renters are not allowed to have animals/pets at Pine Point Vista.

A Visiting Pet Agreement is valid for 30 days and the fee is \$25.00. Please call DIRIGO at 871-1080 and request a Pet Agreement.

RESIDENT PETS

- 2) As a condition of allowing pets to reside at Pine Point Vista, Unit Owners must agree to execute a Pet Agreement and abide by all the Rules and Regulations regarding pets including assuming full liability for any violation of the Rules.
- 3) The Unit Owner, commencing upon the execution of the Pet Agreement, must pay a Pet Fee of \$25.00 per month.

B. Rules

- 1) When entering or leaving the building, the animal must use the loading dock entrance only. The animal must be leashed and may not go into the lobby any further than necessary to obtain access to the elevators.
- 2) While on the premises (excluding the interior of an owner's unit), pets must remain under effective control at all times: effective control means on a leash and handled by a responsible person. Pets are never allowed to roam loose on the property.
- 3) Pets are not permitted in the pool area.
- 4) Pets are NOT to be "walked" on the property. Owners are responsible to ensure that any animal waste from their pet is immediately cleaned up without exception. Any cat or dog waste/litter must be double bagged in plastic and hand disposed of into the dumpster (i.e. not dropped down the trash chute).

C. Violations

- 1) Violations of the above Rules are subject to a possible fine of \$250 per occurrence. In addition, the Executive Board reserves the right to revoke any Pet Agreement for repeat violators of the Pet Rules.

PINE POINT VISTA

PET AGREEMENT

FOR VISITING AND RESIDENT PETS

This agreement is entered into this _____ day of _____, 20____, by and between the Pine Point Vista Condominium Association, i.e. Association, and the _____, i.e. Unit Owner, residing in the premises located at **Pine Point Vista, Old Orchard, Maine, Unit #_____**. In consideration of their mutual promises, Association and Unit Owner agree as follows:

a. Description of Animal. The Rules and Regulations covering Pine Point Vista (i.e. the "Premises") provide that no animals are permitted on or about the Premises without Association's prior written consent. Unit Owner is hereby permitted to have only the following described animal, subject to the terms and conditions of this Agreement:

Name of Animal/Pet _____ Type of animal _____

Breed _____ Color _____

Age _____ Weight _____

b. Visiting Pet or Resident Pet. Please indicate by checkmark if the pet will be a visiting pet or resident pet. _____ Visiting Pet or _____ Resident Pet

If a Visiting Pet, please indicate the commencement and ending dates of the visit but not to exceed 30 days. Start Date _____ to _____ End Date.

c. Rules.

(i) **Animal/Pet Fee.** Unit Owner must pay a **\$25.00** per month pet fee. The fee is non refundable and applies to a pet that the unit owner may house or to a visiting pet. Unit owners may not have more than one pet at anyone time on the property. Therefore a unit owner with a pet may not have a visiting pet unless the unit owner's pet is not on the property. Unit owners are fully responsible for all actions of pets living or visiting their unit.

(ii) **Nuisance.** The animal/pet may not cause any damage to the Premises, or to the grounds or premises of the Association, nor may the animal cause any discomfort, annoyance, or nuisance to any resident or guest at the premises.

- (iii) **Sanitary Problems.** All animals must be housebroken prior to occupying the unit. The animal/pet may not be fed or given water, or allowed to urinate or defecate, on any unprotected carpet either inside the dwelling unit or in any common area. Unit Owners with **Cats** shall remove and properly dispose of all cat litter & waste (all kitty litter must be double bagged using a plastic material prior to hand disposal into the dumpster – kitty litter is not to be dropped down the trash chute). Unit Owners must also provide and maintain an appropriate litter box.
- (iv) **Abandonment.** Unit Owners may not abandon the animal/pet, leave it for any extended period without food or water, or fail to care for it if it is sick.
- (v) **Compliance with Laws.** Unit Owners agree to comply with all applicable governmental laws and regulations.
- (vi) **Specific Types of Pets.** The following rules apply to specific types of pets:

DOGS. Dogs are permitted on the premises provided they are under effective control at all times to and from your unit. For resident dogs, Unit Owners must provide proof of registration and current records of rabies and distemper shots (visiting dogs must also have appropriate rabies and distemper shots). At no time are dogs allowed to roam free while in the common areas of the building or the property.

CATS. All resident cats must be spayed/neutered and must be kept in the owners unit (the spayed/neutered requirement is not required of visiting cats).

BIRDS. Birds must remain in cages at all times.

OTHER. All other animals that are harbored at the property must have the prior specific written approval of the Executive Board. The Executive Board will review on a case by case an owner's request to house animals other than dogs, cats, birds, and shall at that time establish appropriate rules and regulations governing such other animals.

WILD ANIMALS. No wild animals other than domesticated animals as defined by the Humane Society of the United States are allowed at any time on Pine Point Vista property.

- (vii) **INSURANCE.** Unit owners are encouraged to obtain pet liability insurance as Homeowner insurance may not cover pet damage (pet insurance is available online from *RentWithPets.com*, sponsored by the Humane Society of the United States, and *LeaseWithPets.com*).
- (viii) **Additional Rules.** The Executive Board may, from time to time, upon written notice to the Unit Owners, make reasonable changes or additions to the pet rules

set forth in Paragraph (b) above.

d. **Association's Remedies for Violations**

- i) **Complaint Procedure:** Residents who wish to lodge a complaint with the association against a pet/animal owner should call the managing agent and provide as much specific information as possible concerning the rules violation. The managing agent will act on resident's complaints by first contacting the owner of the offending animal and encourage voluntary compliance with the pet rules.
- (i) **Removal of Pet by Unit Owner.** If, in the Association's sole judgement, any rule or provisions of this Agreement is repeatedly violated by Unit Owner or their guests, Unit Owner shall immediately and permanently remove the Pet from the Premises upon written notice from the Association.
- (ii) **Removal of Pet by Association.** If, in Association's sole judgement, Unit Owners have abandoned the Pet, left it for any extended period with little food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, the Association may, upon one day's prior written notice left in a conspicuous place, enter the dwelling unit to remove the Pet, and turn the Pet over to a humane society or local authority. The Association shall not be liable for loss, harm, sickness, or death of the Pet unless due to Association's gross negligence. The Association shall have no lien on the Pet for any purposes, but Unit Owners shall pay for all reasonable care and kenneling charges if the Pet is removed in accordance with this paragraph.
- (iii) **Cleaning and Repairs.** Unit Owners shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, the Unit Owners must pay for complete replacement of such item.
- (iv) **Injuries.** Unit Owners shall be strictly and solely liable for the entire amount of any injury to any person or property caused by the Pet, and shall indemnify Association for all costs of litigation and attorney's fees resulting from same.
- (v) **Other Remedies.** If any rule or provision of this Pet Agreement is violated, Association shall, in addition to the foregoing, have all rights and remedies set forth in the condominium Declaration and By Laws of Pine Point vista for violations thereof, including but not limited to damages and attorney's fees.

Association (Agent)

Date

Unit Owner

Date