

PET POLICIES
ADOPTED JUNE 23, 2020

Violations of City and County Ordinances shall be regarded as violations of the Rules and Regulations and Pet Policies. This includes but is not limited to vaccinations, leash laws, pet waste disposal, nuisance or aggressive animals.

REFERENCE: Declaration of Condominium for Ventura At Bella Trae, 12. Use Restrictions

A. 12.16. Animals. Unit Owners or occupants of a Unit (regardless of the number of Owners or occupants for any one Unit), may maintain two (2) household pets per Unit, each not to exceed 50 lbs. at full maturity. Household pets are limited to domestic dogs, domestic cats or caged birds. Unit Owners or occupants of a Unit may maintain one (1) fish tank not to exceed 55 gallons. In no event shall household pets be kept, bred, or maintained for any commercial purpose and for only as long as they do not become a nuisance or annoyance to neighbors.

B. Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium. Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property.

C. The following breeds of dogs (excluding service animals) are prohibited from being kept or allowed upon any portion of the Condominium Property at any time:

1. "Pit Bull" - which is hereby defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds;
2. German Shepherd;
3. Rottweiler; and
4. Doberman Pincher
5. Any animal in which the breed is anticipated to exceed 50 lbs at full maturity (in accordance with the American Kennel Club (AKC), or other verifiable recognized standards)

D. Notwithstanding the restrictions contained in Paragraph C above, any such dog which is otherwise prohibited due to its breed only and which can be proven to the satisfaction of the Board of Directors to have permanently resided within the Condominium Property before the effective date of the Rule (3/14/2016), will be permitted to remain on the Condominium Property until either: (a) the dog dies or is permanently removed from the Condominium Property, at which time it shall not be replaced by another dog which is otherwise prohibited under this Rule; or (b) the occupancy of the owner of such otherwise prohibited dog within the Condominium Property is discontinued, at which time such otherwise prohibited dog shall not be permitted to return to the Condominium Property.

Upon request from Management or the Board of Directors, valid verification must be provided by Owners, Residents and/ or Tenants in regard to the pet such as:

1. Breed of dog;
2. Age of dog;
3. Vaccination records
4. Copy of pet license and registration
5. Current weight and anticipated weight at full maturity of dog
6. Photo of dog
7. Certificate of Service Animal or Emotional Support Animal

Guest's pets or Visiting animals must comply with all Pet Policies, and may not occupy the unit for a period of longer than 14 days, within a calendar year.

E. In addition to the breeds identified above, no Dangerous Dog, as defined below, shall be kept or allowed upon any portion of the Condominium Property. For purposes of this rule, a "Dangerous Dog" is any dog that, as determined by the Board of Directors, meets any one (1) of the following criteria, regardless of its breed or size:

1. has bitten, attacked or endangered the safety of or has inflicted injury on a human being, whether on public or private property (other than in defense of the owner or the owner's unit, in response to an action of the person injured or attacked); or
2. has severely injured or killed a domestic animal while out of the owner's Unit; or
3. has been used for the purpose of dog fighting or is a dog trained for dog fighting; or
4. has, on more than one occasion, when unprovoked, chased or approached a person upon the streets, sidewalks or any common elements in a menacing or aggressive fashion, or with the apparent intent to attack; or
5. has been previously classified as a "potentially dangerous dog" (defined below) and has not, at all times subsequent to such classification, been on a leash which is being held by a competent adult when outside of the animal owner's Unit; or
6. has been previously classified as a "potentially dangerous dog", and has subsequent to that classification, tormented or caused concern for the safety of persons or domestic animals; or
7. has been previously classified as a "potentially dangerous dog", and has, subsequent to that classification, demonstrated a propensity, tendency, or disposition to attack, unprovoked, to cause injury or otherwise to threaten the safety of humans or domestic animals.
8. The above notwithstanding, an animal shall not be declared "dangerous" if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal or was committing or attempting to commit a crime.
9. A "Potentially Dangerous Dog" means any dog that, in the judgment of the Board of Directors, has demonstrated any vicious, dangerous, aggressive or threatening behavior towards a person or domestic animal whether provoked or unprovoked and whether or not in the pet owner's Unit, including, but not limited to, lunging, chasing, biting, attacking, endangering, menacing, causing or inflicting injury on (whether or not severe) a human or domestic animal, or approaching or chasing a person or domestic animal in a menacing fashion or apparent attitude of attack.