

St. Augustine Ocean and Racquet Club Condominium Association, Inc.
Pet Addendum
(Updated 4/24/18)

- A. Screening/Registration: Pet owners must complete a Pet Registration Form with proof of shots to the Association office 24 hours prior to admittance to the property. Failure to do so will delay entrance of the animal until proof is completed. Special emphasis and compliance, should be made to the St. Johns County Ordinance No 2017-36 Sec. 12(B&C) re: rabies, Vaccination of Animals. If the pet is a dog or a cat, a current photograph should be attached. The (manager, board of directors, managing agent) will present a copy of these household pet policies to the resident for review and signature. Owners are required to update their proof of shot records upon written request by the Association. Failure to provide the updated shot records may result in eviction of the pet until such proof is provided.
- B. No animals, birds, or reptiles of any kind will be raised, bred, or kept in the common elements, or in the individual units except for: no more than ONE (1) well behaved dog of gentle disposition: no more than one cat, usual domestic birds in cages, and fish in tanks or other household pets approved by the Board of Directors, or manager, as to compatibility with the community. The ONE (1) pet rule applies regardless of the number of joint owners. Such pets shall nevertheless be subject to the reasonable rules and regulations promulgated by the Association from time to time.
- C. Restrictive Dogs: Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness, or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on or about any portion of Association Property. A "Pit Bull" is 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. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on or about any portion of Association.
- D. Restrictions:
1. In no event will any dog or cat be permitted on any portion of the common elements unless carried or on a leash not to exceed ten (10) feet in length.
 2. Pets are not allowed in the pool areas.

3. Any droppings in the common grounds should be picked up and securely bagged, and disposed of immediately in the Associations trash disposal containers. Cat litter may not be disposed of in toilets.
4. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered Pets must not be left unattended on patios or balconies.
5. Pet owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
6. If, at the sole discretion of the Board of Directors any pet creates a nuisance, or the Owner of the pet is not adhering to the promulgated rules and regulations related to pets, the Owner shall be directed to remove the pet from the premises within twenty-four (24) hours of receiving a notice to do so.
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purpose of this paragraph are:
 - i. Pets whose unruly behavior causes personal injury or property damage will be expelled from the property at the owner's expense. The owner will compensate any person hurt or bitten by any dog and will hold the Association harmless from any claim resulting from any action of the pet whatsoever.
 - ii. Pets who make noise continuously for a period of 10 minutes, or intermittently for 1 hour or more to the disturbance of any person at any time of day or night.
 - iii. Pets who relieve themselves on walls or floors of common areas.
 - iv. Pets who are conspicuously unclean or parasite infested.
8. These pet restrictions are applicable to owners and their immediate family who reside with the Owner.
9. Lessees and Guests are prohibited from bringing any pets on the premises.
10. Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from their pet.

11. Violations to any of the foregoing shall provide sufficient reason for the immediate removal of such animal at the owner's expense.

- E. Americans with Disability Act (“ADA”) Service Animals: Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. The dog must be trained to take a specific action when needed to assist the person with a disability. The Association may make inquiry into the need for the service animal. If the disability is not readily apparent, the Association may inquire as to whether the dog is a service animal required because of a disability? The Association may also ask what specific work or task the dog has been trained to perform. Service animal owners shall indemnify the Association and hold it harmless against any loss or liability. The Association may exclude any animal, including a service animal, from the premises when that animal's behavior poses a direct threat to the health or safety of others. A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal may be reported to law enforcement.
- F. Reasonable Accommodations. An emotional support animal is a companion animal which provides a therapeutic benefit to an individual designated with a mental, psychiatric or emotional disability, such as, for example, depression, bipolar disorder, panic attacks or anxiety. If an owner has a need for an emotional support animals, the owner must make a request for a reasonable accommodation to the Association in writing. The request should be accompanied by a letter from a treating physician or therapist stating the animal is alleviates one or more symptoms of their condition. Once a request for reasonable accommodation is made, an association must approve or disapprove the requested accommodation within a reasonable time period. The Association will render its decision regarding the accommodation to the Owner in writing. An accommodation may exclude or remove any animal from the premises if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others. A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using an emotional support animal and being qualified to use an emotional support animal may be reported to law enforcement.