## **VERONA AT RENAISSANCE**

## RULES AND REGULATIONS REGARDING PETS

- A. GENERAL RULES. To the extent that the following rules are in conflict with any rules on the same subject contained in the Declaration of Covenants and Restrictions for Verona at Renaissance (as amended, supplemented and modified from time to time, the "<u>Declaration</u>"), or any other documents governing Verona at Renaissance (the "<u>Neighborhood</u>"), the more restrictive rules shall control. All initially capitalized terms not defined in these Rules and Regulations Regarding Pets ("<u>Rules</u>") shall have the same meaning given to such terms in the Declaration.
- 1. Pets in size permitted by the Declaration may be kept by Owners in the Subdivision, subject to the following conditions:
  - a. No more than two (2) domesticated household pets may be kept in a Unit.
  - b. No pet or animal shall be permitted to roam freely and unrestricted on any Lot, any Common Areas, any other property of the Association, and/or any property of any association or common areas in Sun City Center (the "Community"). Notwithstanding the foregoing prohibition, a leashed pet or animal may be permitted to defecate or urinate in grassy areas located immediately adjacent to the Owner's Unit, provided that Owner immediately thereafter removes, disposes of, and washes away all pet waste materials. Failure by the Owner to immediately remove, dispose of, and wash away all pet waste materials shall constitute a "Third Infraction" as provided in Rule A.1(1)(iii) below.
    - c. Guests and tenants are not permitted to have pets of any kind.
  - d. All pets and animals shall be kept on a leash not to exceed ten (10) feet in length at all times when such pet is outside of Owner's Unit. Use by Owner of a "reel type" leash which possesses an expandable length in excess of ten (10) feet shall constitute a violation of this restriction.
  - e. Pet waste must be removed by Owners or handlers immediately. The Board of Directors will designate the portions of the Common Areas that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.
  - f. Owner shall not allow a pet to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other Unit Owners or their tenants.
  - g. By virtue of keeping a pet, an Owner agrees to indemnify and hold harmless the Association and any association in the Community from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity, directly or indirectly, as a result of or in connection with the Owner having a pet in the Unit, on the Lot or in the Unit of any other Owner, on any Common Areas, on any other property of the Association, and/or on any property of any association or common areas in the Community.

- h. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- i. A pet shall not be permitted to cause damage or destruction to any Unit or to cause damage or destruction to any of the Common Areas, on any other property of the Association, and/or on any property of any association or common areas in the Community.
- j. Any complaints of damage caused by the pet(s) from other Owners shall be submitted to the Association in writing and shall be verified by the Association's employees or any Subdivision or Community security guards. Any employee of the Association and/or any Neighborhood or Community security guard may also file written damage complaints. The Association shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. Owner agrees to pay the amount due upon demand. Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. If damages are not paid on demand, the right to keep and harbor the offending pet(s) shall automatically be subject to termination by the Association, and the Association shall have the authority to have the pet(s), as applicable, removed if Owner does not voluntarily accomplish such removal within thirty (30) days of demand.
- k. Complaints not involving damages submitted to the Association by other Unit Owners in the Association or the Community shall be in writing and shall be verified by the Association. Such complaints may also be submitted in writing by the Association's employees or Neighborhood or Community security guards.
- l. Each pet complaint submitted in accordance with these Rules and Regulations, filed by an employee of the Association or a Neighborhood or Community security guard, shall constitute an infraction for purposes of this paragraph. The Association shall take action with regard to such infractions as follows:
- i. First infraction: the Association shall notify Owner of infraction in writing.
- ii. Second infraction: the Association shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
- iii. Third infraction: the Association shall be authorized to impose a fine in an amount up to the maximum allowed under Florida law if limited thereby. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with the Declaration for the Owner's Unit. Such notice shall give Owner the opportunity to request a hearing before a committee of Owners, created pursuant to applicable Florida law, at a time and date which shall not be more than thirty (30) days after the date of such notice.

iv. Fourth infraction: Association shall notify Owner that the right to keep the pet(s) is terminated and shall demand that the pet(s), as applicable, be removed from the premises within thirty (30) days from notice. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph A.1.l.iii, above.

Infractions for purposes of this paragraph shall accumulate only on the basis of a calendar year ("<u>Infraction Period</u>"), and the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

- B. ENFORCEMENT. The Board of Directors has the authority and discretion to enforce these Rules and Regulations, and the decision of the Association to charge a penalty, fine, make a deduction, or take other punitive action in furtherance of said enforcement shall be in the sole discretion of the Association and shall be final. If it should become necessary for the Association to utilize the services of an attorney for appropriate action to enforce any provision of these Rules and Regulations, the Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith.
- C. OTHER RESTRICTIONS. These Rules and Regulations do not purport to constitute all of the restrictions affecting the pets or the Common Areas. Reference should be made to the Declaration and other recorded restrictive covenants affecting the Common Areas, the Neighborhood and/or the Community.