

PET POLICY

1. **Unit owners**-The keeping of a pet (domestic dogs or cats) by a unit owner at Grand Panama Beach Resort Condominium ("Condominium") is not a right but is a conditional license. All unit owners and tenants desiring to possess a pet on Condominium property are required to apply for this conditional license from the Grand Panama Beach Resort Condominium Association, Inc. ("Association"). This conditional license is subject to termination at any time by the Association's Board of Directors upon finding that a pet is vicious or has in any way become a nuisance or disturbs other owners or guests. In the event of an incident, the Association through management or security personnel has the right to suspend the owner's right to have that pet on the Condominium property; thereby, requiring the owner to immediately remove the pet from the premises until the violations are reviewed by the Board of Directors.

This conditional license is subject to the following conditions:

- A. No more than two pets shall be allowed per unit and, in the event that an owner owns more than one unit, no more than two pets shall be allowed for that owner regardless of the number of units owned. In the case where one or more units are owned by multiple persons, whether husband and wife or otherwise, all such owners shall be considered as one owner for purposes of determining the maximum number of pets allowed. To illustrate, if A, B and C together own five units, A, B and C collectively would only be allowed a total of two pets for all units as opposed to A, B and C each being allowed two pets for each unit. This provision does not apply to any service animal or emotional support animal, provided the animal is in compliance with the animal registration requirements.
 - B. No pets on the list of dangerous breeds band by Grand Panama Beach Resort insurance carrier or deemed by the board of directors as dangerous/vicious dogs shall be allowed. Included but not limited to: Pure-or mixed breed Akita; American Pit Bull Terrier; American Staffordshire Terrier; Catahoula Leopard; Chow; Doberman Pinscher; German Shepherd; Husky; Malamute; Pit Bull; Presa Canario; Rottweiler; Staffordshire Bull Terrier; Wolf. If any dispute of the owner's breed arises, it shall be the owner's responsibility to supply the Association proof of the breed by a DNA report at the owner's expense.
 - C. **ALL** Pet Owners must register dogs/cats with the Association **PRIOR** to bringing the pet on premises. The form will be supplied by the Association and to a tenant by their renting agent. The form must be returned with the proof of current vaccinations. If registering an emotional support animal, a letter dated before arrival at Grand Panama Beach Resort, from the owner's healthcare provider stating the owner has a disability and the need for the animal to alleviate one or more of the symptoms must be submitted with the form.
 - D. The "pet friendly" area is designated by signage and shall be the area where an owner may "walk" his or her pet. The "pet friendly" area is the only area where animal urination/defection is permitted.
 - E. Pets are NOT allowed on the beach side area of the Condominium, in any pool or on any pool deck.
 - F. An owner is liable for all damages caused by their pet. The owner/handler of any pet shall provide the Association with a signed waiver accepting responsibility for any injuries or damages caused by the animal and releasing the Association of any responsibility for said injuries or damages.
 - G. Owners are responsible for any pet rule violations of their tenants and/or guests. As such, owners shall be responsible for the fines attributed to pet rule violations of their tenants and/or guests.
 - H. The owner of any pet attempting to be registered must provide proof of their pet's required vaccinations, which will be kept in the Association office. It is the owner's responsibility to update the office with annual vaccination documentation.
2. **TENANTS** – Tenants of unit owners are permitted to bring pets on the Condominium property under the same terms and conditions as an owner but have a 25 pounds or less weight limit for each pet. Tenants must register dogs/cats with the Association prior to bringing the pet on premises. The form will be supplied by the respective unit owner renting the unit. It is not the responsibility of the Association to provide a registration form to a tenant.

It is the obligation of unit owners to ensure compliance with this Pet Policy (and all other provisions of the governing documents) that anyone using their unit, other than the deeded owner, whether individual or entity. Any fines based on violations of this section will be levied against the unit owner in addition to the guest or tenant.

3. **SERVICE AND EMOTIONAL SUPPORT ANIMALS**-In addition to the foregoing rules, the following rules specifically apply to service and emotional support animals.
- A.** For purposes of these rules, the following definitions shall apply:
- 1) "Individual with a disability" means a person who has a physical or mental impairment that substantially limits one or more life major activities of the individual.
 - 2) "Major life activity" means an essential function such as caring for one's self, walking, seeing, hearing, speaking, breathing, learning, and working.
 - 3) "Physical impairment" means a physiological disorder or condition, disfigurement, or anatomical loss that affects one or more bodily functions.
 - 4) "Mental impairment" means a mental or psychological disorder that meets one of the diagnostic categories specified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association.
 - 5) "Service animal" means an animal that is trained and officially recognized to do work or perform tasks for an individual with a disability. The work done, or tasks must be directly related to the individual's disability, and may include guiding an individual who is visually impaired or blind, alerting an individual who is deaf, pulling a wheelchair, alerting and protecting an individual who is have a seizure. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals.
 - 6) "Emotional support animal" means an animal that provides emotional support which alleviates one or more identified symptoms or effects of a resident's documented disability. Unlike a service animal, it accompanies a person with a disability at all times.
- B.** The owner of any service or emotional support animal must register the animal with the Association immediately when bringing the animal on the property on a form supplied by the Association.
- C.** The Association may ask a person attempting to register a service animal, and who has a disability that is not readily apparent, whether the animal is a service animal required because of a disability and what tasks the animal has been trained to perform to assist with the disability. The Association may ask a person attempting to register a service animal, and who has a readily apparent disability but a need for a service animal which is not readily apparent, what tasks the animal has been trained to perform to assist with the disability. Persons who do not respond satisfactorily to such reasonable inquiries by the Association will not be permitted to bring animals onto the Condominium property, as the Association will not be on notice of the legal status of the service animal. Should the service animal be replaced, a new registration is required.
- D.** The Association requires that any person attempting to register an emotional support animal must provide a letter from his/her physician, psychiatrist, social worker, or another mental health professional who is the person's regular health care provider, stating that the person has a disability and that the animal attempting to be registered alleviates one or more of the identified symptoms or effects of the person's disability. This registration applies only to the disabled person and the emotional support animal named. Should the emotional support animal be replaced, a new registration is required. Any accommodation for an emotional support animal (i.e., waiver of one or more rules of the Association) must be requested by the animal's owner and approved by the Association before the accommodation is permitted.
- E.** An owner is liable for damages caused by his/her animal. The owner/handler of any service or emotional support animal shall provide the Association with a signed waiver accepting responsibility for any injuries or damages caused by the animal and releasing the Association of any responsibility for said injuries or damages.
- F.** The owner of any service or emotional support animal must provide proof of the animal's required vaccinations, which will be kept in the Association office.
- G.** Any person who has a registered service or emotional support animal must notify the Association in writing if the animal is no longer needed or is no longer residing within the Condominium.

4. **TRANSPORTATION**-A registered pet may only be transported in common elements of the Condominium while on a leash, in the arms of an owner or in an enclosed carrier. A registered pet may walk in the parking lot while on a leash. Anyone who witnesses someone in violation of this policy should report it to the Condo Association Manager or Security identifying the person, describing the animal, and specifying the date, time and location that the violation was observed. This policy does not apply to any service or emotional support animal that is specifically trained to respond to oral commands when the animal's handler is able to adequately state such commands.
5. **SANITATION**-It is the responsibility of every person responsible for an animal on the Condominium property to pick up all animal feces promptly after their animal has relieved itself. The Association may provide plastic bags at clearly marked stations for this purpose; however, if Association bags are not furnished, the person responsible for the animal has the responsibility for picking up animal waste in their own furnished bags. The plastic bag containing the fecal matter is to be securely tied and deposited in an appropriate trash container. Association staff will identify any person who fails to pick up their animal's excrement and properly disposes of it and provide a report to the Condo Association Manager identifying the owner or guest and a describing the animal, the date, time, and the location of the waste not properly disposed of.
6. **RULE VIOLATIONS**- If a person is found to be noncompliant with this pet policy, that person may be fined \$100.00 a day per violation up to a maximum of \$1,000. Each occurrence shall be a separate violation. If the person to be fined is a tenant of a unit owner, the fine shall be levied against the applicable unit owner and also to the tenant. Violations to the rules are grounds for the revocation of the authorization to keep the animal on the property.

Animal Registration Form

You must complete and submit this form and obtain approval prior to bringing your animal(s) onto Grand Panama Beach Resort property. Persons who do not respond satisfactorily to these reasonable inquires will not be permitted to bring any animal onto the condominium property, including service or emotional support animals as the Grand Panama Beach Resort Owners Association, Inc. ("Association") will not be on notice of the legal status of the service or emotional support animal.

Animal Owner Name: _____ Unit Number: _____

Home Address: _____

Breed: _____ Weight: _____

*** Proof of Current Vaccinations provided. Vaccination document year _____**

- 1. Is the animal a service animal needed because of a legally recognized disability under the Americans with Disabilities Act?

____ YES _____ NO

If yes, state the tasks the animal has been trained to perform to assist with the legally recognized disability.

*** Any person who knowingly and willfully misrepresents himself or herself as using a service animal and being qualified to use a service animal commits a misdemeanor of the second degree pursuant to Section 413.08(9), Florida Statutes. The Association will seek to prosecute any individual or individuals attempting such a misrepresentation.**

- 2. Is the animal an emotional support animal needed to alleviate a previously identified condition?

____ YES _____ NO

If yes, and if you desire a waiver of any of the pet policy rules, you must request an accommodation from the Association. In accordance with the Fair Housing Act, your request for accommodation from the pet policy must be accompanied by a signed and dated document on letterhead or prescription form from a physician, psychiatrist, social worker, or other mental health professional who is your regular health care provider. The documentation from your regular health care provider must define the psychological condition in which the person suffers and state that the emotional support animal alleviates one or more issues associated with that condition. The Association has the right to verify such documentation.

*** Healthcare Letter dated before arrival at Grand Panama Beach Resort provided. _____**

I hereby affirm that the information I provided to the Association is true to the best of my knowledge. I also understand that the giving of false information may be grounds for action against me and for revocation of the limited pet license. I have received a copy of the Grand Panama Beach Resort Pet Policy and I agree to abide by those rules (except for any rule waiver that the Association grants on my behalf). I understand failure to obey any rule is grounds for a fine and that, upon a repeat offense, additional fines may be imposed and the authorization to keep the animal(s) on the condominium property may be revoked. I also understand that I am fully responsible and legally liable for my animal, including any damage to property or injury to persons, and I hereby release and agree to indemnify the Association for any legal liability attributed to my animal's actions.

Signature of animal owner

Date

Owner Phone Number