## The Dunes Condominium Owners' Association, Inc. (DCOA)

## DOG POLICY

**Background:**
Section 8.02(J) of the Dunes Condominiums Declaration requires, among other things, that no animals or pets of any kind shall he kept in any unit or on any portion of the Condominium Property except with the written consent of the Board of Directors.

**Scope:**
This policy deals with the required written consent of the Board of Directors and applies to all dogs on Condominium Property and in any unit. Owners desiring consent to bring other kinds of animals or pets on Condominium Property should obtain advance written consent of the DCOA Board of Directors. No cats are permitted on Condominium Property – see Note A below. Owners or residents seeking an exception under the Fair Housing Act as Amended from any requirement of this policy for a dog or any other animal should request approval of the exception from the Board of Directors along with written consent to bring the animal on Condominium Property.

**Policy Statement:**
**Consent of the DCOA Board of Directors for any dog to be kept in a unit or brought on any portion of Condominium Property shall be obtained by submitting a Dog Registration and Consent Request (Attachment A), and such consent shall be subject to the following conditions:**

a) **A completed Dog Registration and Consent Request shall be submitted annually for each dog <u>prior</u> to the dog being brought on Condominium Property.**
b) **A registration fee shall be paid annually for each dog.**
c) **An Owner can obtain consent for a maximum of two (2) dogs, which will not have a weight limitation.**
d) **A Family Member can obtain consent for one (1) dog, which must weigh no more than thirty (30) pounds.**
e) **A maximum of two (2) dogs are allowed in a unit at the same time.**
f) **No Visiting Dogs are allowed on Condominium Property at any time.**
g) **The following breeds are prohibited: Doberman, Rottweiler, Chow, Pit Bull, and Pit Bull Mixes.**
h) **Dogs must be on a leash at all times when outside a unit.**
i) **Dogs cannot be left unattended on a balcony or patio at any time.**
j) **Dogs cannot be allowed to bark excessively or cause any disturbance or nuisance of any kind.**
k) **Dogs can be left unattended in units only if properly trained not to bark excessively.**
l) **Dog waste must be picked up or cleaned up and placed only in designated waste receptacles.**
m) **On Condominium Property, dogs are permitted only in Areas Designated for Dogs in Attachment B and are prohibited on or in the Prohibited Areas described in Attachment B. (Most of the undeveloped areas adjacent to Condominium Property are restricted / protected areas.)**

**Definitions:**
Definitions of capitalized terms herein are as follows:

- Condominium Property – As used herein, Condominium Property shall mean the land and all improvements and structures erected thereon including all buildings and facilities of the Dunes Condominiums.
- Family Member – As used herein, a Family Member is an Owner's spouse, child, grandchild, parent, or grandparent.
- Owner – The legal owner of a Dunes Condominium unit as reflected on the recorded deed. See Note B below.
- Visiting Dog – A dog temporarily on Condominium Property that does not have written consent of the DCOA Board of Directors.

**Registration Fee:**
A registration fee of $100 (or other amount set by the Board of Directors) shall be due annually with the Dog Registration and Consent Request form for each dog.

**Violations and Fines:**
Violations of the provisions of this policy can result in the Board of Directors imposing fines specified below or removing its consent for the dog to be kept in any unit or on any portion of the Condominium Property in which case the dog shall be permanently removed within seven (7) days after receiving notice from the Board of Directors.

Fines imposed for violations of this policy are the responsibility of the unit Owner violating the policy or the unit Owner allowing the violating individual or dog on Condominium Property.

Minimum fines are: 1st violation - $200; 2nd violation within twelve months - $500; subsequent violations within twelve months - $750.
Maximum fine per violation - $1,000.

**Effective Date:**
This policy shall be effective on February 1, 2022 with an exception until August 1, 2022 for a rental dog for which a rental agreement was signed prior to the adoption date below. A copy of the rental agreement must be provided to the Board of Directors, the rental dog must weigh no more than thirty (30) pounds with only one dog per unit at a time, and all applicable provisions of this policy apply to such rental dog including the requirement of a completed Dog Registration and Consent Request. A copy of this policy must be provided to the owner of each rental dog allowed under this exception. After February 1, 2022, no rental dogs will be allowed on Condominium Property except as stated above.

**Note A:** Section 15.08(B) of the Dunes Condominiums Declaration, which deals with DCOA's Beach Mouse Covenants, states: "No Owner or Occupant shall maintain any cat as a pet on the Condominium Property or in a unit. Owners are prohibited from supporting the presence of free-roaming stray cats by providing food, shelter, or any other life support elements. Any free roaming cats observed by an Owner shall be reported immediately to the Association."
**Note B:** As used herein, the Owner(s) of a condominium unit (a) that is owned by a corporation shall be the designated corporate representative(s) and (b) that is owned by an un-incorporated entity shall be that entity's owner(s).

**Adopted by the DCOA Board of Directors** on January 8, 2022

**Attachment A**

## The Dunes Condominium Owners' Association, Inc.
## Dog Registration and Consent Request

**Date:**

**Unit #:**

**Unit Owner(s):**

**Dog Owner:** **Unit Owner** ☐ **Family Member** ☐ **Other** ☐

**Dog Owner if not Unit Owner**

**Name:**

**Phone #:**

**Email:**

**Dog Information**

**Breed:**

**Color(s):**

**Data:** **Sex:** **Male** ☐ **Female** ☐ **Age:** **Weight in Pounds**

**Vaccination Date (Rabies)**

**License or Tag (if any):** **Number:**

**Jurisdiction:**

**Attach or Include a Photo of Dog**

**Comments or Requests:**

**Dog Owner's Signature if not Unit Owner**

*By signing this request, I agree (a) to abide by the governing documents and the rules and regulations of The Dunes Condominium Owners' Association, Inc. (DCOA) regarding dogs, (b) to indemnify and hold harmless DCOA and its agents from any and all damages, claims, costs, injuries, and expenses, including attorney's fees and expenses, caused by , or related to, my having or allowing the requested dog on the Condominium Property , and (c) to allow any of my payments to DCOA to be first applied to any fines, fees, indemnification, or other costs related to my having or allowing the dog on the Condominium Property .*

**Unit Owner Name:**

**Signature:** **Date:**

**Board Action** **Received Date:** **By:**

**Disposition:**

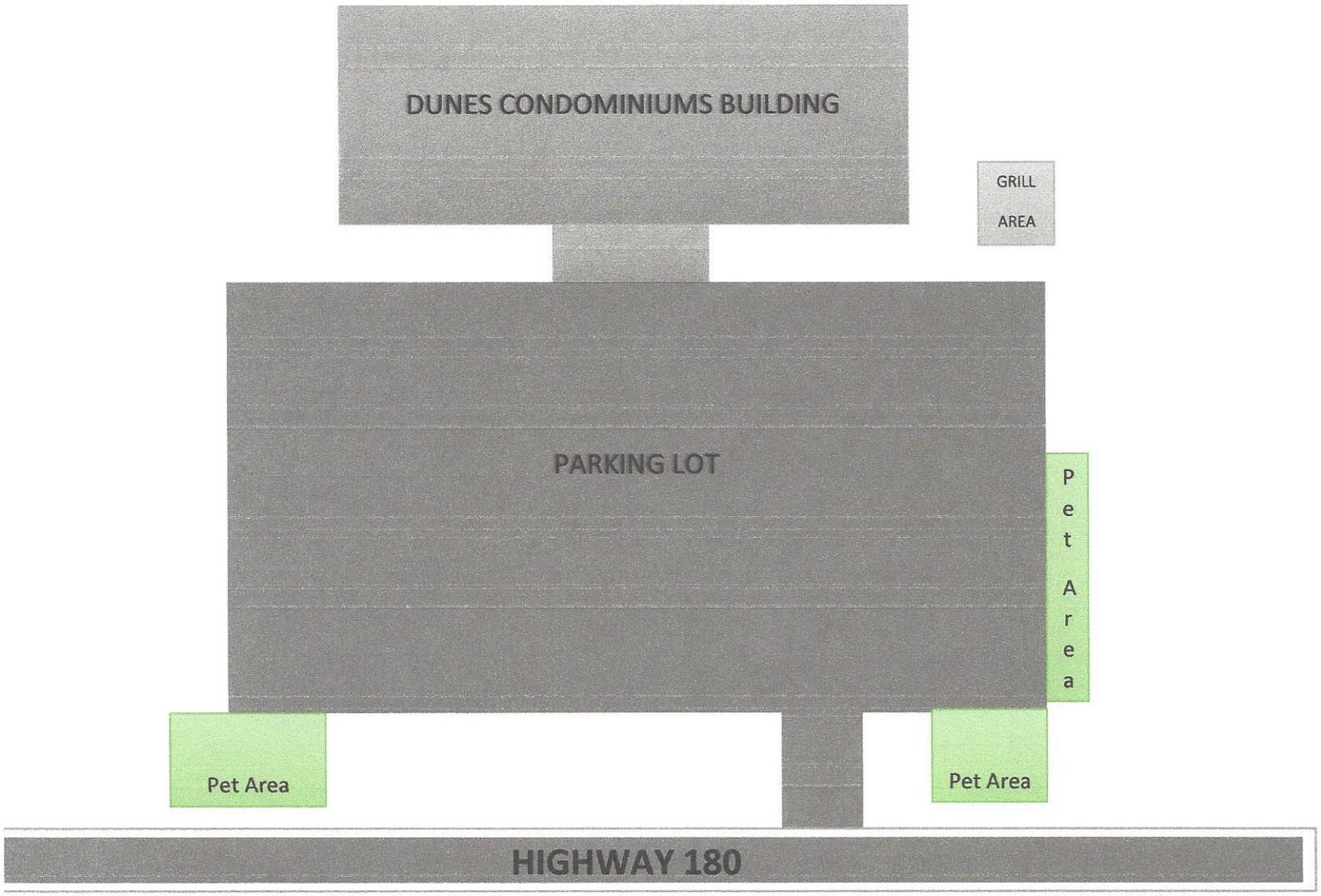
**Mail To:** **DCOA**
**P. O. Box 5035**
**Gulf Shores, AL 36547**

**or**

**Email To:** **dianam@csbcpa.com**

**01-2022**

## Attachment B – DOG AREAS




**AREAS DESIGNATED for DOGS: Dogs can be in the three designated pet areas on the drawing above and on the parking lot. The front portico, elevators, elevator lobbies, front walkways, stairwells, and front sidewalks can be used to allow dogs to access units.**

**PROHIBITED AREAS: Dogs are prohibited on or in the following areas: grill area, grounds and sidewalks on the East, West, and South sides of the condominium building, inside common area, exercise room, and pool areas.**

**(Most of the undeveloped areas adjacent to Condominium Property are restricted / protected areas.)**