



# HARBOR'S EDGE

CONDOMINIUM ASSOCIATION  
OF POMPANO BEACH

## Comprehensive Pet Ownership Agreement

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## 1. Purpose and Scope

This agreement outlines the responsibilities and requirements for pet ownership at Harbor's Edge Condominium Association. By signing this document, residents agree to comply with all pet-related rules and regulations set forth by the Association's governing documents.

## 2. Resident and Pet Information

Unit Number: \_\_\_\_\_

Owner(s)/Lessee(s): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pet Name: \_\_\_\_\_

Species (Dog/Cat): \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Weight ( $\leq 35$  lbs): \_\_\_\_\_ Age: \_\_\_\_\_

Vaccination Status (attach proof): \_\_\_\_\_

License #: \_\_\_\_\_

 [Affix Pet Photo Here]

### 3. Summary of Key Pet Rules

- Maximum of three pets per unit: one dog (≤35 lbs) and two cats.
- No visiting pets allowed for guests or visitors.
- Grandfathered pets may not be replaced once deceased.
- One-time pet fee: \$500 per dog / \$100 per cat (non-refundable).
- Dogs must be leashed (max 6 ft), not left tethered or unattended.
- Dogs are prohibited in all indoor common areas and on landscaped common grounds except for transit purposes from the resident unit.
- Small dogs must be carried in elevators; large dogs must remain behind the owner.
- Pets must not create noise, damage, or nuisances; violations may result in fines or removal.
- All pet waste must be picked up immediately; failure to comply may result in fines.
- ESA and Service Animals require prior Board approval with official verifiable documentation from a healthcare professional. **Animals cannot be brought on property till approved by the Board.**

#### **Federal Law:**

- a) Service Dog: Protected under the ADA and FHA.
- b) ESA: Protected under the FHA only.

#### **Public Access:**

- a) Service Dog: Permitted in public spaces.
- b) ESA: Not allowed in public spaces unless permitted by the housing provider.

Note: Housing providers — including condominium associations — are at the present bound by the Fair Housing Act (FHA), which requires accommodation for Emotional Support Animals when valid documentation is provided by a verifiable licensed healthcare professional. However, the law allows associations to enforce reasonable rules ensuring that ESAs do not pose a threat, nuisance, or disruption to the community.

The Association will continue to fully honor its obligations under current FHA guidelines, while taking appropriate steps to safeguard the community against abuse of the ESA accommodation process. Misrepresenting a pet as a service animal is a crime in Florida, punishable by up to \$500 in fines or jail time. All ESA requests must be supported by documentation from a licensed provider.

- Refer to the Declarations – Bylaws, including Section D, for full regulatory details.

#### 4. Designated Walking Areas

**Dogs may only relieve themselves in the following areas:**

- The city easement in front of Building A
- The dog park across NE 14th Street

**Dogs are not permitted to relieve themselves on any grassy areas, near buildings, parking lots, landscaped zones, or common walking paths, including all the areas of the dock and seawall.**

#### 5. Liability and Indemnification

All pet owners and lessees who maintain an animal within the Harbor's Edge Condominium property assume full legal and financial responsibility for the actions, behavior, and impacts of their pet. This includes, but is not limited to:

- a) Physical damage to any part of the Common Elements, Limited Common Elements, or private property of other residents or the Association.
- b) Disturbances caused by excessive noise (e.g., persistent barking or howling), odors, or unsanitary conditions.
- c) Injuries to persons, other pets, or wildlife occurring anywhere within the Condominium Property.
- d) Pest-related infestations or nuisances (e.g., as a result of feeding animals or improper waste disposal);
- e) Improper use of elevators, hallways, catwalks, or other common areas in violation of Association policy.

The Unit Owner and/or pet owner shall indemnify, defend, and hold harmless the Harbor's Edge Condominium Association, its Board of Directors, managing agents, employees, and contractors from and against any and all claims, damages, expenses, judgments, or losses, including reasonable attorneys' fees and court costs, arising from or related to the presence or conduct of their pet.

The Association reserves the right to recover all related costs, including but not limited to:

- a) Repair or restoration expenses due to pet-related damage.
- b) Professional cleaning or pest control services required as a result of a pet.
- c) Administrative costs incurred in addressing repeated violations.
- d) Special assessments levied against the Unit if the pet owner fails to reimburse the Association within a reasonable timeframe.
- e) Legal fees and enforcement costs associated with pursuing compliance or removal of a problematic animal.

By signing this agreement, the pet owner acknowledges and accepts this liability clause and understands that any breach of these terms may result in fines, removal of the animal, legal action, and/or eviction, depending on the severity of the violation.

- Refer to the Declarations – Bylaws, including Section D, for full regulatory details.

## 7. Violations and Enforcement

- First Violation: Written Warning
- Second Violation: \$100 Fine
- Third Violation: \$250 Fine
- Fourth Violation and any violation thereafter: \$500 Fine
- Continued violations may result in legal action.
- If leasing a unit, continued violations may result in termination of lease.
- Violations are administered by the "Fining Committee"

## 8. Acknowledgment and Signature

By signing this agreement, I/we acknowledge that we have read and understood the pet regulations of Harbor's Edge Condominium Association. I/we agree to comply with all terms stated above and understand that violations may result in fines, legal action, or pet removal.

Signature of Owner/Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Owner/Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

Board Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Board Secretary Signature: \_\_\_\_\_

Date: \_\_\_\_\_