

Section 4. Animals. No animals of any kind shall be raised, bred or kept within the Properties for commercial purposes. Other than vicious breeds and uninsurable pets (i.e. pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep no more than two (2) domestic dogs or cats, each not exceeding more than forty (40) pounds at full maturity or one domestic dog not exceeding more than eighty (80) pounds at full maturity. Domestic pets may be kept in accordance with local governmental ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Dwelling only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Dwelling is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Dwelling unless such pet is kept on a leash or within an enclosed portion of the yard of a Dwelling, if any. No pet or animal shall be "tied out" on the exterior of the Dwelling or in the Common Areas, as applicable, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any, or on that Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. Notwithstanding the foregoing, the Declarant may waive the forgoing restrictions on a case by case basis; provided, however, that such waiver shall apply only to the Owner's pets that exist and are alive at the time of Owner's purchase of the Dwelling. By way of example and not of limitation, in the event that the Declarant permits an Owner to have three (3) pets and one of those pets expires or is not longer with the Owner, the Owner may not subsequently have three (3) pets and is limited to the number of pets allowed by this Section.

Pet policy for Sunset Pointe Townhomes