

**PROPOSED
AMENDMENT TO
DECLARATION OF HOMEOWNERS OF
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article II
Property Rights**

Section 9 Animals. No Owner or Occupant may keep any animals on any portion of the Association except as expressly permitted in this section. No pets shall be allowed in any Lot or the Common Elements except upon receipt of written prior approval from the Board of Directors. Such approval shall not be unreasonably withheld in relation to the following criteria: each Lot shall be allowed to house a maximum of two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Said dog(s) or cat(s) must weigh twenty (20) pounds or less, each, when fully grown.

Each Lot may also house a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils, and small birds).

No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose, and no structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval of the Board. No animals are allowed on any portion of the Common Elements except for the designated dog walk area, if any; provided however, an Owner or Occupant may walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Association Property. Notwithstanding the Foregoing, pets must be kept on a leash and be under physical control of a responsible person at all times while on the Common Elements; provided, however, pets need not be leashed within patios when attended by a person; provided further that such pets shall not create a nuisance to other Lot Owners. Pets shall not be left unattended on patios. Feces left by pets upon the Common elements or in any dog walk area must be immediately removed by the owner of the pet or the person responsible for the pet. Any animals claimed as therapy or emotional support animals shall submit such determination along with any and all paperwork deemed reasonably necessary by the Association prior to the animal's presence on the property.

No farm animals, potbellied pigs, snakes, bearded dragons, iguanas, frogs, ocelots, tigers, toads, or other exotic type animals determined in the Board's sole discretion to be dangerous may be brought onto or kept in the Association at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of

any Owner or Occupant or creates a nuisance or creates an unreasonable disturbance, or displays aggressive behavior on or off the Association Property may be permanently removed from the Association upon three (3) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Association shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Association.

The Board of Directors may adopt reasonable rules, regulations and forms related to the registration of dogs or cats by Lot Owners and Tenants. Dog(s) or cat(s) shall be registered with the Association prior to or contemporaneously with the time the Lot Owner or tenant brings the animal into the Association. Guests may not bring animals on the Association Property unless registration guidelines are followed. The dog or cat registered with the Association may not be replaced upon its demise without submitting the new animal to registration. Without limiting the generality of this section, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies including, but not limited to, the right to fine Lot Owners (as provided by the Homeowner's Association Act) and/or to require any pet to be permanently removed from the Association Property upon three (3) days' notice.