**Belmont Condominium Trust Pet Amendment**

**This amendment supplements the original rules and regulations recorded in the Declaration of Trust, recorded on November 19, 1979 in the Barnstable County Registry of Deeds Book 3023, Page 242.**

Owners and residents who keep a pet shall be subject to the following restrictions and shall be subject to such Rules and Regulations as the Trustees may adopt. "Pet" shall mean any domesticated dog or cat.

**DOGS ARE ONLY ALLOWED IN TOWN HOUSES AT THE BELMONT**

1. **No more than one (1) dog may be kept in any Townhouse Unit.**
2. No more than one (1) cat may be kept in a Midrise Unit and aquatic animals may be kept in an aquarium containing no more than 20 gallons of water.
3. No dog may weigh more than seventy five (75) pounds.
4. Pet Registration. All pets must be registered with the Trust; failure to register a pet may result in a continuing daily fine. Only the unit owner may obtain approval to keep a pet on the property. Non-owners or guests may never bring a pet to the Belmont
5. Common Area Restrictions. A pet shall be confined to the unit registering the pet, must not be allowed to roam free in any common area (including hallways) and may not be tied or left unattended in any common area, patio, deck or balcony. Pets in transit shall be carried, restrained by a leash or placed in an animal carrier. All pets shall be accompanied by a responsible person while in the common areas and shall not be walked or exercised in the common areas (including building hallways) of the complex except areas designated by the Board. When a pet is taken to and from the unit registering the pet, the cat or dog (i) shall be on a leash that may not exceed six feet in length, carried or in a transport box and (ii) any waste droppings left must be picked up by the pet owner and deposited in an appropriate waste container.
6. Licensed. All pets shall be properly inoculated and registered and/or licensed and in compliance with all applicable governmental laws, ordinances and rules and regulations.
7. Insurance: Owners keeping a dog must obtain liability insurance covering actions of the dog and provide proof of such insurance to the Board as a condition for keeping a dog in the Unit.
8. No Commercial Operations. A pet shall not be kept, bred or used for any commercial purpose.
9. Prohibited Animals: The maintenance, keeping, boarding or raising of livestock, poultry, ferrets, reptiles or any kind or exotic animals (as is determined by the Trustees in their sole discretion) regardless of number, is prohibited within any Unit or upon the Common Elements.
10. **Prohibited Breeds.** The following dog breeds, or any dog being a mixed breed thereof, due to their aggressive nature, shall be prohibited within any Unit or upon the Common Elements of the Condominium: American Staffordshire Terrier (also known as a “Pit Bull” “American Pit Bull Terrier” or “Pit Bull Terrier”), Rottweiler, German Shepherd, Husky, Malamute, Wolf-Dog hybrid, Chow-Chow, Doberman-Pinscher and any such breeds of dogs that are prohibited by the insurance carrier.
11. Aggressive Animals. No person may allow an animal, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack. If a dog previously determined by the board to be aggressive attacks or bites a human being or a domestic animal without provocation, the owner shall be subject to significant fines and may be required to (i) provide the Association with proof of a current health certificate for the dog issued by a veterinarian; (ii) keep the dog muzzled at all times in the common areas and restrained by a substantial 6-foot or shorter chain or leash under control of a competent person, (iii) permanent removal from the property. Any person who owns, harbors, or otherwise provides custody for a dangerous dog shall be responsible for any damage or injury caused by that dog, including, but not limited to, veterinary or medical bills or property damage.
12. Dangerous Pets: Any pet determined to be dangerous to the community by the Board of Trustees, in their sole discretion, is prohibited and must be removed from the property
13. Common Area Restrictions. A pet shall be confined to the unit registering the pet, must not be allowed to roam free in any common area (including hallways) and may not be tied or left unattended in any common area or upon any patio, deck or balcony.
	1. Pets in transit shall be carried, restrained by a leash or placed in an animal carrier. All pets shall be accompanied by a responsible person while in the common areas and shall not be walked or exercised in the common areas (including building hallways) of the complex except in those areas designated by the Board.
	2. When a pet is taken to and from the unit registering the pet, the cat or dog (i) shall be on a leash that may not exceed six feet in length, carried or in a transport box. Balconies/Patios/Decks.
	3. A pet shall never be left alone or tied up on any patio, balcony or deck or in the common areas.
14. Damage to Common Areas. The owner of the unit registering the pet shall be responsible for any damage to the common area elements caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial responsibility of owner of the unit registering the pet. Pet owners shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
15. Waste: Waste droppings must be picked up by the pet owner and deposited in an appropriate waste container. No waste products (including cat litter) may ever be deposited in the trash chutes or trash rooms. They must be double bagged before placing in any common area dumpster.
16. No Nuisance Allowed. No pet shall be permitted to become a nuisance or create any unreasonable disturbance, which shall include but is not limited to excessive barking. If a pet has been determined to constitute a "nuisance" by the Board in its sole discretion or has cumulative assessment of fines for violations exceeding $500.00 the Trustees may require the pet be permanently removed from the Condominium upon five (5) days’ written notice from the Trustees of notice of the Board's decision.
17. Beach and Pool Restrictions. Pets are never permitted on the beach or in the pool areas, recreation centers, and Association offices.
18. **Visiting Pets Prohibited**. Guests may not bring pets when they visit residents in the Association.
19. Liability and Hold Harmless: Unit Owners with pets shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Condominium Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.
20. Violations: Each Unit Owner keeping such a pet who violates any of the above conditions or Rules and Regulations may at the sole discretion of the Board:

i. be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or

ii. be levied such fine as the Trustees may reasonably determine; and/or

iii. be required by the Trustees to permanently remove such pet from the Condominium upon five (5) days’ written notice from the Trustees.

As the owner of record of Unit \_\_\_\_\_\_\_\_\_\_\_\_\_ or Townhouse \_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at the

Belmont Condominium Trust

One Belmont Road

West Harwich, Massachusetts. 02671

I agree to abide by all the rules, both previously recorded and the addendum printed above.

**The Breed of Dog that I own is** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Weight of the dog is**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Dog is licensed in the Town of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 PRINT NAME SIGNATURE

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 DATE