

SECRET HARBOR CONDOMINIUM TRUST

**CLARIFICATION TO RULES AND REGULATIONS
RULES FOR APPROVED ASSISTANCE ANIMALS**

The undersigned, being a majority of Trustees of the Secret Harbor Condominium Trust (the "Trustees") under Declaration of Trust dated April 3, 1973, and recorded with the Barnstable County Registry of Deeds as Document No. 172617, as amended, as noted on Master Certificate of Title C10, the organization of unit owners of the Secret Harbor Condominium Trust, do hereby adopt the following Rules for Approved Service and Emotional Support Dogs, pursuant to Article VII of the Declaration of Trust, as a clarification to the Association's rules and regulations;

WHEREAS, the Trustees are empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents, pursuant to Restatement of the By-Laws and Restrictions of Secret Harbor Condominium Trust as Document 1,095,319, as allowed by the Schedule One of the By-Laws (10)(C);

WHEREAS, under Paragraph 8 of Schedule 1 of the Declaration of Trust, no pets may be kept by an owner in Secret Harbor Condominium;

WHEREAS, upon written approval of the Trustees, in accordance with State and Federal Fair Housing Laws, Assistance Animals may be permitted as a reasonable accommodation of the no pets rule;

NOW THEREFORE, a majority of the Trustees adopt the following rules and regulations for approved Assistance Animals that are dogs:

1. **Dog Registration.** All Assistance Animals that are dogs must be pre-registered with the Condominium. The dog owner must provide the following information: (i) a copy of the current license for such dog (ii) a photograph of the dog; (iii) applicable veterinary certifications, including proof of regular distemper, rabies, enteritis inoculations, FVRCP, and deworming; and (iv) proof of liability insurance covering the actions of the dog. Dog Owner must update the registration for any approved dog on or before July 15th of each year. Dogs must remain registered and/or licensed and in compliance with all applicable governmental laws, ordinances and rules and regulations and up to date on all applicable veterinarian certifications. Failure to register a Dog or update the Dog's registration may result in a continuing daily fine and the Trustees may request immediate removal of the non-complying Dog.
2. **Owner Certification.** A resident with an approved Assistance Animal may be asked to provide updated or annual information/certification demonstrating the continued need for the Assistance Animal.

3. No Commercial Operations. Dogs may not be kept, bred or used for any commercial purpose.
4. Aggressive/Dangerous Dogs. No person may allow a dog, 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. Any dog determined to be dangerous to the community by the Board, in their sole discretion, is prohibited and must be removed from the property upon notice from the Board.
5. Common Area Use and Restrictions. The Dog shall be confined to the unit to which it is registered and must not be allowed to roam free or exercised in any common area of the building, including but not limited to hallways, stairwells, landings, lobbies, and entrances. Dogs in transit shall be carried, placed in an animal carrier or controlled on a leash. No Dog (or other Assistance Animal) shall be permitted past the pool gate and no Dog (or other Assistance Animal) shall be allowed in the pool.
6. Damage to Common Areas. The Dog Owner shall be responsible for any damage to the Condominium by a Dog. More particularly, if a Dog relieves itself on any building carpeting, the costs associated with professional dry-cleaning, steam cleaning or otherwise cleaning the carpet will be assessed to the Dog Owner as a service fee. 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 the Dog Owner. Dog owners shall have sole liability for all damages claimed by any person harmed by such dog 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.
7. Waste. Waste droppings must not be allowed on any grass or landscaped area of the Condominium Property and if happens must be picked up immediately by the Dog Owner and deposited in an appropriate waste container. A dog is not allowed to relieve itself on Condominium Property.
8. No Nuisance Allowed. No Dog shall be permitted to become a nuisance or create any unreasonable disturbance, which shall include but is not limited to barking based upon its frequency, duration, and sound volume. If a resident hears such a disturbance a call to a Trustee alerting them of such a disturbance is requested, who will attempt to record the disturbance and if it is a recurring event will report it to the Town of Dennis.
9. Dog Walkers. Dog walkers are not permitted to bring other dogs into the Condominium property.
10. Dog Vendors. The same process for admitting vendors, such as a housecleaner, applies to a dog care provider or vendor such as a dog sitter.

11. Regular Dog Care. Dog Owners agree to provide regular and proper care for their Dog. Solid waste must be disposed of in a tightly sealed bag.

12. Violations. Each Dog Owner that violates any of the above conditions or Rules and Regulations may at the sole discretion of the Board:

- i. be assessed by the Board for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or
- ii. be levied a warning and fines; (see fine schedule in the Community handbook)
- iii. be required by the Trustees to permanently remove such Dog from the Unit and Building upon five (5) days' written notice from the Trustees.

Any and all costs, fees, damage amounts, fines, and late charges assessed by the Board hereunder shall be assessed to the applicable Unit.

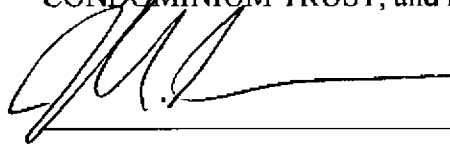
13. Visitors/Guests. Visitors and guests are not permitted to bring a dog onto the Condominium Property unless the Trustees have provided prior written approval. Any visitor or guest dog is subject to the same behavioral restrictions herein. Owners are responsible for their visitor/guest compliance with these rules and may be assessed any applicable fines or costs, as common area charges, associated with a violation.

In all other respects, the Rules and Regulations of the Condominium are hereby affirmed and ratified.

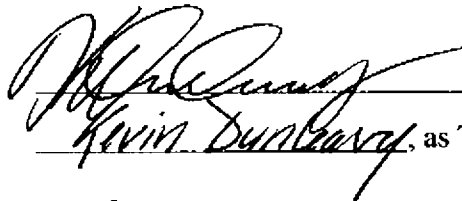
SIGNATURE PAGES TO FOLLOW

EXECUTED as a sealed instrument this 29th day of April, 2023
BY A MAJORITY OF THE SECRET HARBOR CONDOMINIUM TRUST

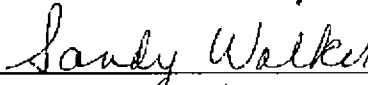
TRUSTEE OF THE SECRET HARBOR
CONDOMINIUM TRUST, and not individually,



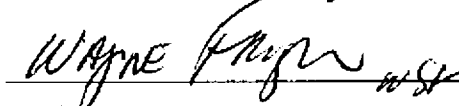
Mitchell Johnson, as Trustee



Kevin Dunbar, as Trustee



SANDRA WALKER, as Trustee
aka Sandy Walker



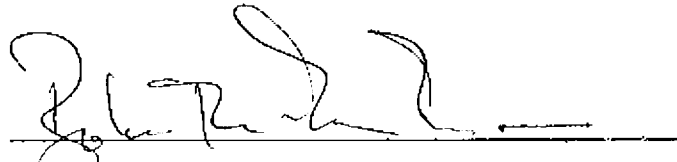
Wayne Frigon, as Trustee
Wayne Frigon

_____, as Trustee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE County, ss.

On this 29th day of April, 2023, before me the undersigned notary, personally appeared Kevin Dunleavy, Wayne Frigon, Mitchell Johanson, and Sandra Walker* and proved to me through my own personal knowledge of the identify of the signatory, to be the persons whose names are signed above and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of the Secret Harbor Condominium Trust .
***aka Sandy Walker**



Robert McNemar, Notary Public

Commonwealth of Massachusetts

My Commission Expires Dec 18, 2026



ROBERT A. MCNEMAR
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 18, 2026