# Diamond Cove Homeowners Association Diamond Cove, Great Diamond Island

June 1, 2014

#### Dear **Renter**:

Diamond Cove Homeowners Association ("DCHA"), and the owners of property at, renters and their respective families and overnight guests and day visitors at, Diamond Cove, are subject to certain covenants and restrictions set forth in the so-called "DCHA Declaration," and certain rules and regulations that govern (1) the rental of residential property at Diamond Cove (the "DCHA Rental R&R") and (2) pets at Diamond Cove (the "DCHA Pet R&R").

In order to **assist renters** and the other members of a renter family and the overnight guests and day visitors of a renter family (collectively, the "renter **group**") to understand their rights and obligations while at Diamond Cove, DCHA has prepared a *redacted version* of (a) the DCHA Declaration (the "Redacted DCHA Declaration"), (b) the DCHA Rental R&R (the "Redacted DCHA Rental R&R"), and (c) the DCHA Pet Rules and Regulations (the "Redacted DCHA Pet R&R"), each of which contains solely the provisions that *govern members of the renter group* and/or certain related rights and obligations of the renting homeowner, the family of the renting homeowner and the overnight guests and day visitors of such family and DCHA.

A brief headline outline of certain of the principal provisions of the Redacted DCHA Pet R&R is set forth below.

# Headline Outline of Certain of the Principal Provisions of the Redacted DCHA Pet R&R

- 1. A Renting Homeowner is Required to Deliver to Renter a Copy of the Redacted DCHA Pet Rules and Regulations.
- 2. The Permitted Animals at Diamond Cove are Solely Domestic Pets. See Paragraph 2 of the Introduction to, and Part I of, the Redacted DCHA Pet R&R.

- 3. A Renter is Legally and Financially Responsible and Liable for All Acts and Omissions of Other Members of the Renter Group and Their Respective Pets. See Paragraph 3 of the Introduction to the Redacted DCHA Rental R&R.
- 4. A Renter and Other Members of the Renter Family (But Not Overnight Guests or Day Visitors) May Collectively Have Up to Two (2) Pets at Diamond Cove With the Written Permission of the Renting Homeowner. See Part II.B.1 and 2 of the Redacted DCHA Pet R&R.
- 5. A Renter and Other Members of the Renter Family Are Collectively Permitted to Bring Solely One (1) Dog to Diamond Cove With Written Permission of Renting Homeowner. See Part II.B.1 of the Redacted DCHA Pet R&R.
- 6. A Renter Must Register A Dog and Provide a Dog Vaccination Certificate and Other Information Before Arrival at Diamond Cove. See Part III.B of the Redacted DCHA Pet R&R.
- 7. A Renter is Required to Pay a Pet Security Deposit in a Specified Minimum Amount. See Part III.B of the Redacted DCHA Pet R&R.
- 8. All Dogs Must Be on a Leash and Under the Control of an Adult. See Part IV. A of the Redacted DCHA Pet R&R.
- 9. <u>Dogs That Bite a Person and Other Dangerous Dogs May Have to be</u>
  <u>Removed from Diamond Cove</u>. See Parts V.B and VI.C of the Redacted DCHA
  Pet R&R.
- 10. <u>Leashed or Crated Dogs May Travel on the DCHA Van.</u> See Part VII of the Redacted DCHA Pet R&R.
- 11. <u>A Renter Family Must Physically Clean Up After Its Dog.</u> See Part VIII of the Redacted DCHA Pet R&R.

- 12. <u>Multiple Violations of the Redacted DCHA Pet Rules and Regulations May Result in the Termination of the Right to Have a Dog at Diamond Cove</u>. *See Part IX of the Redacted DCHA Pet R&R*.
- 13. <u>Violations by a Member of a Renter Group of the Redacted DCHA</u>

  Pet Rules and Regulations Will Result in the Imposition by DCHA of

  <u>Substantial Fines on, and Provide DCHA with Other Remedies Against, the Renter.</u> See Parts III.E, IV.C, V.B, VI.C, VII.B, VIII.B and IX.B of the Redacted DCHA Pet R&R.
- 14. A Renting Homeowner May Apply the Pet Security Deposit Against Damages Incurred by the Renting Homeowner and All Fines Imposed, and Costs and Expenses Incurred, by DCHA. See Part XI of the Redacted DCHA Pet R&R.

The foregoing is merely a headline outline of certain provisions of the Redacted DCHA Pet R&R, and the actual text of the Redacted DCHA Pet R&R shall take precedence over such headline outline and shall govern DCHA and renter groups.

The Redacted DCHA Pet R&R are attached as **Exhibit A**. Please read such R&R carefully, among other reasons, because, *once again*, a renter will be **responsible and liable** for the compliance with them by all members of the renter group and their respective pets.

It is our hope that everyone at Diamond Cove will have a wonderful and safe vacation at Diamond Cove.

Sincerely, The Diamond Cove Homeowners Association Board of Directors

# End of Headline Outline of Certain of the Principal Provisions of the Redacted DCHA Pet R&R

#### EXHIBIT A

# CERTAIN DIAMOND COVE HOMEOWNERS ASSOCIATION PET RULES AND REGULATIONS

(AS REDACTED FOR RENTERS)

June 1, 2014

\*\*\*\*

#### Introduction

#### 1. Diamond Cove Homeowners Association Governing Documents.

(a) Diamond Cove Homeowners Association ("**DCHA**") and all of its members are governed by the Amended and Restated General Declaration of Covenants and Restrictions dated December 17, 1993, as amended (the "**DCHA Declaration**"), and any and all Rules and Regulations promulgated by DCHA through its Board of Directors (the "**Board**"), including the DCHA Rental Rules and Regulations and the DCHA Pet Rules and Regulations.

In order to assist renter(s) (collectively, a "Renter") and the other members of the immediate family (i.e., parents, children and grandchildren) of a Renter (collectively, the "Renter Family") and the overnight guests and day visitors of a Renter Family (collectively, the "Renter Group") to understand their rights and obligations while at Diamond Cove, DCHA has prepared a *redacted version* of (a) the DCHA Declaration (the "Redacted DCHA Declaration"), (b) the DCHA Rental Rules and Regulations (the "Redacted DCHA Rental Rules and Regulations"), and (c) the DCHA Pet Rules and Regulations (the "Redacted DCHA Pet Rules and Regulations"), each of which the Board has determined contain solely the provisions that govern members of the Renter Group and/or certain related rights and obligations of a homeowner (the "Homeowner") who rents his/her/their/its home (the "Renting Homeowner", the members of the family of the Homeowner (the "Homeowner Family") and the overnight guests and day visitors of the Renting Homeowner Family (each, a "Homeowner Guest and/or Visitor" and, collectively with the Homeowner Family, the "Homeowner" Group") and DCHA.

- (b) The applicable provisions in the Redacted DCHA Declaration and the Redacted Rental Rules and Regulations (including, without limitation, the standard form lease required thereby) are hereby incorporated by reference into, and comprise a part of, the "Redacted DCHA Pet Rules and Regulations".
- (c) The Homeowner is obligated to provide, or provide access via the DCHA Website, to the Renter a copy of the Redacted DCHA Pet Rules and Regulations.
- (d) The Board and/or its designee(s), including personnel of the Diamond Cove Property Management Company (the "**Property Manager**"), shall have the power and authority to interpret and enforce the provisions of the Redacted DCHA Pet Rules and Regulations.
- 2. <u>Definition of a Pet</u>. The term "pet" means solely animals that are customarily considered to be domestic pets (birds, cats and dogs). All references to a "pet" in the Redacted DCHA Pet Rules and Regulations shall mean such domestic pets.
- 3. Renter Responsible and Liable for Other Members of Renter Group and Their Pets. Notwithstanding any assignment of responsibility and liability to a member of a Renter Group under the Redacted DCHA Pet Rules and Regulations, the applicable Renter shall be responsible and liable to the Renting Homeowner and DCHA (and/or any and all of its members) for, and shall indemnify and hold harmless the Renting Homeowner and DCHA (and/or any and all of its members) from and against, any and all (a) violations of such Rules and Regulations, and/or any and all other acts and omissions, by any and all members of the Renter Group and/or their respective pets and (b) fines, charges, damages (including property damages) and other costs and expenses, imposed, incurred and/or sustained by the Renting Homeowner and DCHA (and/or any and all of its members) arising out of any such violations and/or other acts and omissions, and, as between DCHA and such Renter, such Renter shall be the primary obligor to DCHA therefor, and the Board, in the exercise of its sole and absolute discretion, may demand payment directly from such Renter, in respect of such violations and other acts and/or omissions simultaneously with, or in lieu of, the pursuit of payment from any such other member of the Renter Group or the Renting Homeowner.

# 4. <u>Homeowner Responsible and Liable for the Homeowner Group and the Renter Group and Their Pets.</u>

- (a) Notwithstanding any assignment of responsibility and liability to any other member of a Homeowner Group under the DCHA Pet Rules and Regulations, the Homeowner shall be responsible and liable to DCHA (and/or any and all of its members) for, and shall indemnify and hold harmless DCHA (and/or any and all of its members) from and against, any and all (a) violations of the DCHA Pet Rules and Regulations, and/or other acts and omissions, by any and all members of the Homeowner Group and/or their respective pets and (2) fines, charges, damages (including property damages) and other costs and expenses imposed, incurred and/or sustained by DCHA (and/or any and all of its members) arising out of any such violations and/or other acts and omissions, and, as between DCHA and such Homeowner, such Homeowner shall be the primary obligor to DCHA therefor, and the Board, in the exercise of its sole and absolute discretion, may demand payment directly from such Homeowner, in respect of such violations and/or other acts and omissions simultaneously with, or in lieu of, the pursuit of payment from any such other member of the Homeowner Group).
- (b) Notwithstanding any assignment of responsibility and liability to a Renter and/or other member of a Renter Group under the Redacted DCHA Pet Rules and Regulations, the Renting Homeowner shall be responsible and liable to DCHA (and/or any and all of its members) for, and shall indemnify and hold harmless DCHA (and/or any and all of its members) from and against, any and all (a) violations of the Redacted DCHA Pet Rules and Regulations, and/or other acts and omissions, by any and all members of the Renter Group and/or their respective pets and (2) fines, charges, damages (including property damages) and other costs and expenses imposed, incurred and/or sustained by DCHA (and/or any and all of its members) arising out of any such violations and/or other acts and omissions, and, as between DCHA and such Homeowner, such Homeowner shall be the primary obligor to DCHA therefor, and the Board, in the exercise of its sole and absolute discretion, may demand payment directly from such Homeowner, in respect of such violations and other acts and/or omissions simultaneously with, or in lieu of, the pursuit of payment from any such Renter (and/or other member of the Renter Group).

#### **Certain Specific Redacted DCHA Pet Rules and Regulations**

# PART I

#### ANIMALS PERMITTED AT DIAMOND COVE

The only animals permitted to be brought to and/or to stay at Diamond Cove shall be pets.

# **PART II**

#### PERSONS PERMITTED TO HAVE PETS AT DIAMOND COVE

The only people permitted to bring a pet to, and have a pet at, Diamond Cove are the following:

\*\*\*

# B. A Renter and Members of the Renter's Immediate Family.

1. A Renter .... and any member of the .... Renter Family....

In order for a Renter or any other member of a Renter Family to bring a pet to, and have a pet at, Diamond Cove, (i) .... the Homeowner MUST give prior written approval to such Renter specifying the permitted pet(s) (the "Homeowner Pet Approval") and provide a copy of such Approval to the Property Manager at least 24 hours before the arrival of such pet(s) and (ii) such Renter must satisfy any applicable registration and other requirements of Part III. A Renter and the other members of the Renter Family, collectively, shall be limited to an aggregate of two (2) pets, only one (1) of which may be a dog.

2. Neither any overnight guest nor any day visitor of a Renter or any other member of a Renter Family shall be entitled to bring a pet to, or have a pet at, Diamond Cove. If an overnight guest and/or day visitor of a member of a Renter Family brings a pet to Diamond Cove, the applicable Renter will be fined \$100 for each day (or part) that such pet is at Diamond Cove.

# **PART III**

#### **DOG REGISTRATION AND OTHER REQUIREMENTS**

\*\*\*\*

#### B. Renter Family Pet Registration.

- 1. *Timing of Renter Dog and/or Other Registration*. A Renter MUST register a pet owned or in the custody of such Renter or any other member of the Renter Family *at least 24 hours* before the arrival of such pet at Diamond Cove.
- 2. **Renter Family Pet Registration Requirements**. A Renter registers a dog and/or other pet by satisfying whichever of the following are applicable:
- (a) completing and delivering a Dog Registration Form in the form of **Exhibit A**,
  - (b) providing a copy of the dog's Rabies Vaccination Certificate, and
- (c) delivering to the rental agent (in the case of the use by a Homeowner of such an agent in connection with the rental), or to the Homeowner (in the case of a direct rental), in cash or by check, a dog security deposit in the amount of \$250 or such greater amount as may be prescribed by the Homeowner or, at the election of the Homeowner, another pet security deposit, as security for any and all violations of the DCHA Pet Rules and Regulations, and any and all acts and/or omissions, by any and all members of the Renter Group and/or their respective pets at Diamond Cove (the "Pet Security Deposit").

The "Renter Family Pet Registration Documents" comprise, collectively, the Homeowner Pet Approval, the Dog Registration Form, the Rabies Vaccination Certificate, and the Pet Security Deposit.

- C. <u>Delivery of Dog Registration Documents</u>. The .... Renter Family Pet Registration Documents should be delivered by .... a Renter, respectively, to the Property Manager by mail or as follows: drop off at the Property Manager Office in the Administration Building, or fax (207-571-3066) to Michelle Bellino, or e-mail to <u>mbellino@phoenixmanagementcompany.com</u>.
- **D.** <u>Dog Tags</u>. Once a dog has been registered in accordance with this **Part III**, a tag will be sent or otherwise provided to the registrant and such dog tag **MUST** be attached to the dog's collar and displayed at all times while it is at Diamond Cove.

#### E. Fines.

\*\*\*

# 2. .... Renter Family.

- (a) Failure to Satisfy Dog Registration Requirements.
- (i) If a dog owned or in the custody of .... a Renter and/or another member of a Renter Family is not registered by the .... Renter .... in accordance with the timing and other requirements of this **Part III**, such .... Renter .... will be given a written warning and will be fined \$50 for each day (or part) that such requirements are not satisfied and such registration completed.
- (ii) If such .... Renter .... fails to satisfy such requirements and complete such registration within three (3) days, such .... Renter's and/or such other member's .... privilege of having a dog at Diamond Cove will be **TERMINATED** and such .... Renter **MUST** remove the dog from Diamond Cove within 48 hours. If such .... Renter does not so remove the dog, a fine of \$150 will be imposed on such .... Renter for each day (or part) in excess of such 48 hours.
- (b) *Failure to Display Dog Tag*. If a dog owned or in possession of .... a Renter or another member of a Renter Family .... is registered in accordance

with the requirements of this **Part III** and such dog does not have its dog tag attached to its collar, the procedures and fines in the immediately preceding **subparagraph (a)** shall be applicable.

#### **PART IV**

#### **DOGS MUST BE LEASHED**

**A.** <u>Leashed Dog Requirement</u>. All dogs are to be kept on a leash and in the control of an adult at **ALL** times while at Diamond Cove. If a dog is witnessed off leash, or on leash (but not in control of an adult), the following will apply:

\*\*\*

#### C. ... Renter Family Dog.

**First Violation**: A written warning, along with a picture\* of the violation observed, will be sent .... by the Property Manager to in the case of a dog owned or in the possession of a member of a Renter Family, to the Renter.

**Second Violation**: Same steps as for the first violation, and a fine of \$250 will be imposed on such .... Renter and .... the Renter's and/or other member of the Renter Family's privilege of having a dog at Diamond Cove will **TERMINATE** and .... the applicable .... Renter .... **MUST** remove the dog from Diamond Cove within 48 hours. If any such dog is not so removed, a fine of \$150 will be imposed on such .... Renter for each day (or part) in excess of such 48 hours.

\*NOTE: In certain cases, as determined by the Board, pictures will not be required to initiate any or all of the foregoing actions.

# PART V

# DOGS THAT BITE SOMEONE AT DIAMOND COVE

\*\*\*\*

# B. .... Renter Family Dog.

If a dog owned by .... a Renter or another member of a Renter Family, bites someone at Diamond Cove, (i) a letter, including an incident report, will be sent to the .... the Renter, (ii) a fine of \$ 250 will be imposed on such ... Renter ...., (iii) such .... Renter's and/or such other member's .... privilege of having the dog at Diamond Cove will **TERMINATE** and (iv) the dog **MUST** be removed by such .... Renter .... from Diamond Cove within 48 hours or a fine of \$150 will be imposed on such .... Renter for each day (or part) in excess of such 48 hours.

The following additional procedures will be followed *in all cases*:

- Animal Control will be notified
- The Great Diamond Island constable will notified
- An animal bite report will be filed with the City of Portland
- The dog will be quarantined
- A veterinarian will be called by the Property Manager to confirm that the dog has had a rabies vaccination
- Legal action will be considered

# **PART VI**

# **DANGEROUS DOG**

# A. <u>Dangerous Dog</u>. A dangerous dog means:

- (a) any dog, that without provocation, or, upon being incited by its owner or any other person who is in charge or control of the dog, **assaults** an individual or an individual's pet, or damages public or private property, at Diamond Cove; or
- (b) any dog that, by attacking or threatening to attack an individual, or an individual's pet, at Diamond Cove causes a reasonably prudent person, acting in a reasonable and non-aggressive manner, to fear bodily harm.

# B. Homeowner Family Dog.

1. If any member of .... a Renter Family feels threatened by a dangerous dog that is owned by or in the custody of a member of a Homeowner Family, such threatened member should promptly notify the Property Manager with the specific

details of the incident and the specific concern and also promptly notify in writing a member of the Board. Notification can be sent to Roger Shoemaker via e-mail: <a href="mailto:rshoemaker@phoenixmanagementcompany.com">rshoemaker@phoenixmanagementcompany.com</a>.

The notification to the Property Manager and/or the Board will result in a written warning letter being sent to the applicable Homeowner.

\*\*\*\*

#### C. Homeowner Guest and/or Visitor Dog and Renter Dog.

- 1. If a Homeowner or another member of a Homeowner Group and/or a member of a Renter Family feels threatened by a dangerous dog that is owned or in the custody of a Homeowner Guest and/or Visitor and/or a member of a Renter Family, such threatened person should follow the notification procedure described in **Paragraph 1** of "**Homeowner Family Dog**" immediately above.
- 2. Upon receipt of such notification by the Property Manager and/or the Board, the Property Manager will notify in writing the applicable .... Renter that

\*\*\*\*

- (a)(i) the dog MUST be muzzled at ALL times when it is outside of its actual residence, and (ii) the dog is not allowed to ride in the Diamond Cove Van, and
- (b) if the dog is witnessed to be outside of its actual residence without a muzzle, such Renter's and/or such member's privilege of having such dog at Diamond Cove will **TERMINATE** and such dog **MUST** be removed from Diamond Cove within 48 hours.
- 3. The fine for failure to comply with either clause (i) or (ii) of **subparagraph** (a) of the immediately preceding **Paragraph 2** shall be \$150 per occurrence.
- 4. The fine for failure to comply with **subparagraph** (b) of the immediately preceding **Paragraph 2** shall be \$150 per day (or part) in excess of 48 hours.

# **PART VII**

#### **DOGS RIDING IN THE VAN**

- A. <u>Conditions That Must Be Satisfied for Dogs to Ride in the Diamond Cove</u> <u>Van</u>. A dog will be allowed on the Diamond Cove Van provided that one of the following conditions is satisfied:
  - 1. the dog is kept on a leash and is under the control of a responsible person;
  - 2. the dog is in a portable crate; or
  - 3. the dog is kept in the back of such Van.
- **B.** <u>Procedures and Fines</u>. The fines and other penalties that will be imposed on a .... Renter in respect of a dog that is brought on the Diamond Cove Van without satisfying one of the above conditions will be identical to those under **Part IV** (**Unleashed Dogs**) above.
- C. <u>Special Note to Individuals with Allergies</u>. In the event that you have allergies and cannot ride the Diamond Cove Van with dogs present, you will have a priority status when it comes to scheduling a pickup with the Diamond Cove Van. Please call the RA on duty at least two (2) hours in advance to schedule a "priority" pick up.

# **PART VIII**

# **PICKING UP AFTER YOUR DOG**

- A. <u>Covered Persons</u>. All members of .... a Renter Family are responsible for physically cleaning up after their respective dogs.
- B. Fines.

\*\*\*

(b) A Renter also will be fined \$100 for each failure to do so by such Renter and any other member of the Renter Family.

#### **PART IX**

#### **EFFECT OF MULTIPLE VIOLATIONS**

\*\*\*\*

**B.** .... Renter Family. In the event .... one or more members of a Renter Family, collectively, have an aggregate of three (3) or more violations of the Redacted DCHA Pet Rules and Regulations in any twelve (12) month period, the Board may **SUSPEND** for a period to be determined by the Board, or **TERMINATE**, the privilege of having a dog at Diamond Cove of such .... Renter Family, as well as the privilege of the relevant Homeowner to permit any and all .... Renter Families, .... to bring a dog to Diamond Cove, in each case as determined by the Board in its sole and absolute discretion.

\*\*\*\*

#### **PART X**

# APPLICATION AND EFFECT OF THE PET SECURITY DEPOSIT

- **A.** <u>Application of the Pet Security Deposit</u>. The Pet Security Deposit may be applied by:
- (1) the **Renting Homeowner**, in his/her/their/its discretion, against (a) damages to the Homeowner's home or other property, and (b) fines, charges, damages (including property damages), costs and expenses imposed, incurred and/or sustained by DCHA (and/or any of its members), arising out of violations of the Redacted DCHA Pet Rules and Regulations, and/or other acts and omissions, by any and all members of the Renter Group and/or their respective pets; or
- (2) the **rental agent**, if any, in his/her/their/its discretion, against (a) the damages described in **subparagraph** (1)(a) above and (b) with the written

permission of the Renting Homeowner, against and any all of the items described in **subparagraph** (1)(b) above.

**B.** Effect of the Pet Security Deposit. The Pet Security Deposit shall not be construed to be a limitation on the liability of (a) the Renter and/or any and all other members of the Renter Group for any and all violations of the Redacted DCHA Pet Rules and Regulations by, and/or other acts and omissions of, the members of the Renter Group and/or their respective pets .....

#### **PART XI**

#### **GENERAL PROVISIONS**

- 1. The Board (or its designee) shall have the power and authority, in its sole and absolute discretion to interpret and enforce the Redacted DCHA Pet Rules and Regulations, including with respect to the following:
- (a) determining the completeness and adequacy of any and all registration documents required under **Part III** and any and all other required compliance with the requirements of **Part III**,
- (b) in the case of any provision that contemplates a choice between **SUSPENDING** or **TERMINATING**, a person's privilege of having a dog at Diamond Cove, to make such choice, and
- (c) in the case of any such **SUSPENSION** or **TERMINATION**, to determine if and when the dog shall be permitted to return to Diamond Cove.
- 2. All fines prescribed by the Redacted DCHA Pet Rules and Regulations for any act or occurrence shall be cumulative in the sense that a particular act or occurrence may be the basis for imposing more than one fine or series of fines.
- 3. Any **fine** imposed under the Redacted DCHA Pet Rules and Regulations shall be **payable within 10 days** after the date of the letter or written notice or warning or other writing is sent by or on behalf of DCHA and, in the event the fine is not paid by its due date, interest at the rate of eighteen percent (18%) per annum shall accrue from the date that such letter, notice, warning or other writing was sent.

- 4. Except as otherwise expressly stated in the Redacted DCHA Pet Rules and Regulations, any letter or written notice or warning or other writing that is contemplated to be sent by or on behalf of DCHA (whether by the Property Manager or the Board or any member thereof) shall be sent via regular mail to the person or entity that is supposed to receive it at the address on record at the Property Manager Office (if any), placed in any mailbox that such person or entity has at Diamond Cove and placed at or near the entrance to the residence at Diamond Cove that is owned, being visited by, or being rented by, such person or entity. Notwithstanding any obligation in the Redacted DCHA Pet Rules and Regulations to provide a person with a letter or written notice or warning or other writing, DCHA shall have the right to impose fines and pursue any and all of its other rights and remedies, whether pursuant to the Redacted DCHA Pet Rules and Regulations, the .... Redacted DCHA Declaration, .... or otherwise, without having to prove that such person actually received any such letter, notice or warning or other writing and irrespective of whether or not such person did receive same.
- 5. Except as otherwise expressly stated in these Redacted DCHA Pet Rules and Regulations, any letter or written notice or other writing (or any copy of the foregoing) required or suggested to be sent by any person to the Property Manager or the Board or any member of the Board pursuant to these Redacted DCHA Pet Rules and Regulations may be sent to Roger Shoemaker at <a href="mailto:rshoemaker@phoenixmanagementcompany.com">rshoemaker@phoenixmanagementcompany.com</a> or hand delivered to the Property Manager Office maintained in the DCHA Administration Building.
- 6. In the event of a conflict between any provision (including, without limitation, the fine and/or remedy provisions) of the Redacted DCHA Pet Rules and Regulations, and any of the provisions of the Redacted DCHA Declaration .... or other governing documents of DCHA with respect to pets, the Redacted DCHA Declaration .... shall take precedence and govern and, with respect to any other such governing documents, the Redacted DCHA Pet Rules and Regulations shall take precedence and govern. However, nothing in the Redacted DCHA Pet Rules and Regulations shall be viewed as restricting or limiting any or all of the rights and remedies of DCHA under the Redacted DCHA Declaration .... or any such other governing document of DCHA, and the rights and remedies stated herein and those in the aforementioned documents shall be considered cumulative.

\*

Should you have any questions, please contact:

Aaron Bateman @ 207-571-3061 or via e-mail @

abateman@phoenixmanagementcompany.com

or

Roger Shoemaker @ 207-712-3113 or via e-mail @

rshoemaker@phoenixmanagementcompany.com

# **EXHIBIT A**

# **DCHA Homeowner Pet Registration Form**

Owner's Name:	
Owner's Address:	
Owner's Telephone Number:	
Pet Name:	
Type:	
Size:	
Age: Sex:	Color:
License Number:	
Rabies Vaccination Date:	
have received a copy of, read and	the above information is true and that I agree to the Diamond Cove Homeowners Regulations that have been adopted by
Name:	Date:

# DCHA Renter Pet Registration Form

Unit or Lot Number:	
Homeowner's Name:	
Renter's Name:	
Renter's Home Address:	
Renter's Telephone Number:	
Pet Name:	
Type:	
Size:	
Age: Sex:	Color:
License Number:	
Rabies Vaccination Date:	
have received a copy of, read and	the above information is true and that I agree to the Diamond Cove Homeowners Regulations that have been adopted by
Name:	Date: