

Pet Policy of the Stonehenge Subdivision

www.stonehengecondoassociation.com

Purpose:

The purpose of these rules, effective May 15, 2011, are to establish reasonable requirements for the keeping of dogs in order to provide a safe and sanitary environment for Stonehenge Subdivision unit owners, unit renters, and the public.

- Notwithstanding any other provisions herein, *the Board of Trustees will make exceptions to this policy on a case-by-case basis to accommodate the needs of disabled individuals* as required by law. Such exceptions will comply with applicable law as to “assistance animals” which provide assistance, service, or support to a person with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).
- Dog owners, unit owners, landlords, and renters are responsible for compliance with all applicable city, state, and federal statutes, ordinances, and administrative regulations as well as this Pet Policy, by themselves, their family members, employees, visitors, tenants, and all occupants of their unit.
- Individual phases, associations and buildings (if not established as an association) may continue to enforce its own rules, change any of its existing rules, or institute for itself, its owners, and residents new rules that are more restrictive than this subdivision Pet Policy including banning pets in its buildings and on its property. This Pet Policy is intended to establish minimally restrictive rules applicable to the entire subdivision.

Safety:

Dog owners are responsible for any damage or injury caused by their pets. Any animal that assaults or inflicts injury on any resident or guest by jumping or biting must be removed from Stonehenge immediately.

The unit owner, (the landlord if the dog belongs to a renter), shall be responsible for removing the offending animal. All such incidents shall be reported to the Association. Any animal considered to be vicious, or uncontrollable may be permanently banned from the property by the Board of Trustees. The pet owner has the right to appeal the Board's decision. The burden of proof lies with the pet owner. Until such appeal is heard, the offending animal is banned from the Association property.

The following breeds, or mixed dogs of such breeds are not permitted: Unless the pet owner asks for and receives a waiver from the Board of Trustees.

Pit Bull, Rottweiler ,Doberman, Akita ,Bernese, Canary dog, ChoChow, Husky, Karelian Bear, Rhodesian Ridgeback, German Shepherd, Alaskan Malamute, as well as any other aggressive breed.

- Should legal action be required to remove an animal from a unit the unit owner shall be responsible for all costs associated with the removal, including legal fees.

Walking dogs:

- Dogs should be walked on the sidewalks in the Subdivision.
- Dogs must be kept and controlled on a leash; so that dogs do not have the ability to jump up on people or dogs nearby. The leash should not be longer than ten (10) feet.
- Dogs shall not be permitted to jump on, bite or attempt to bite either persons or other dogs.
- Dogs may not enter the pool or tennis court enclosures
- Dogs must be curbed and may be permitted to urinate or defecate only in the area between curb and sidewalks. Dogs should remain outside the private lawn and property areas as much as possible.

Pet waste:

- Dog owners are responsible for cleaning up after their dogs. The person in control of the dog must carry a disposable plastic bag or some type of receptacle for this purpose.
- Dog waste shall be disposed of in appropriate trash receptacles. Dog owners are responsible for compliance with all applicable city, state, and federal statutes, ordinances and administrative regulations as well as this Pet Policy, by themselves, their family members, employees, visitors and all occupants of their unit.

General Rules:

- Dogs or cats shall not be permitted outside of their owner's unit unless attended
- Dogs shall not be permitted to remain on unenclosed balconies unattended.
- No dog shall be tied or chained outside the unit.
- Dogs shall be kept inside the unit at all times except for transportation on and off the property and for walks. When outside, dogs shall be carried or restrained by a leash.
- Dog owners must keep the common areas surrounding their unit free of pet odor, insect infestation, waste, and litter.
- Dog owners are responsible for insuring that the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by their dog's noise, odors, wastes or other nuisance. Examples of nuisance behavior are:
 - A. Dogs whose unruly behavior causes personal injury or property damage.
 - B. Dogs that exhibit aggressive or other dangerous or potentially dangerous behavior.
 - C. Dogs that are conspicuously unclean or parasite infested.
 - D. Dogs that make barking or other noise to the disturbance of any person at any time of day or night.
 - E. Dogs that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than ten feet in length or in a pet carrier.

No Pets shall be kept or bred for commercial purpose.

Enforcement:

Any resident or observing an infraction of any of these rules shall discuss the infraction with the violator in a neighborly fashion in an effort to secure voluntary compliance. If the discussion does not resolve the matter it may be reported to the Board of Trustees.

If the complaint is not resolved and upon report to the Board determines that the complaint is well founded, the pet owner and unit owner if the pet owner is a renter will receive written notice of the violation. The violation may result in a fine or other enforcement action. The board has the authority to assess and collect amounts for fines, other costs, and damages.

A fine may be imposed upon a unit owner or unit renter (a "resident") for violation of these rules by the resident or any member of their household, and any guest or visitor to their unit. Unit owners will be assessed the following for pet violations:

First offense: \$ 25.00 fine

Second offense: \$ 50.00 fine

Third offense: \$100.00 fine

Subsequent offenses: \$250.00 fine and potential removal of the pet from the property

Procedure:

In the event of a violation, a written notice shall be given to the resident (and property owner or management agent if a renter violation) setting forth the provision of this Pet Policy violated and the amount of any fine imposed. Such fine shall thereupon become immediately due and payable and its imposition shall not be subject to challenge by the resident unless, within seven (7) days after the notice is given to the resident, the resident exercises his/her right of appeal by written notice to the Board of Trustees directed to the address of and name of board member shown on the notice.

Any dog owner found violating up to 5 individual policies or a single policy 3 times in any 12 month period may result in the eviction of their dog.

If it is determined that the dog must be removed, the dog owning unit owner or unit renter will be given 30 days to remove the dog from the premises. The Board of Trustees may determine, in its discretion, that immediate removal of the dog is required in order to protect the health, safety and/or welfare of the Stonehenge community and its residents.

Right of Appeal:

Anyone receiving a notice of violation may appeal. The notice of appeal shall be accompanied by such documents, written statements and other evidence as the owner or resident considers relevant to the imposition of the fine or in mitigation thereof. In the event that notice of appeal is timely given the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the Board of Trustees, which shall also conduct such investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine.

Appeals must be received in writing by the Board of Trustees within [10] days after a fine is imposed. Appeals of offenses may be made by the owner, management agent, or renter related to the pet in question. Once an appeal is received, the board will schedule a meeting as soon as possible and not later than 14 days to review the matter with the pet owner, property owner and / or management agent. No further fines will take place on the reported offense pending the outcome of the appeal. The pet owner or unit owner's failure to attend the meeting shall be considered acceptance of the fines and /or removal of the pet. The Board's decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective three days following written notification to the renter and property owner. If the appeal is found in the favor of the pet owner, all fines shall be reversed and written complaints against the pet owner removed from record.

Other Provisions:**Collection Provision**

All fines, costs and expenses necessary to enforce this resolution will be levied against the property owner and shall be an assessment against the owner's property and subject to all liens and collections power of the Association.

Indemnification Clause

With respect to all violations of this pet policy, dog owning unit owners and unit renters shall indemnify the Stonehenge Condominium Association and its Board.

Policy Amendments

The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time.