

**SNOW LION AT VAIL CONDOMINIUMS
ASSOCIATION, INC.
RULES AND REGULATIONS REGARDING PETS
Adopted March 28, 2017**

The following rules and regulations regarding pets ("**Rules**") have been adopted by the Snow Lion at Vail Condominiums Association, Inc. ("**Association**") pursuant to C.R.S. 38-33.3-302(1)(a) at a regular meeting of the Board of Directors.

Purpose: To establish clear rules regarding the keeping and maintenance of pets within the community.

WHEREAS, Section 4.1 of the Amended and Restated Declaration for Snow Lion at Vail Condominiums ("**Declaration**") provides that the Board of Directors may adopt, amend, repeal and enforce rules that are more specific and restrictive than the Declaration, as the Board deems to be reasonable and necessary to carry out the intent of the Declaration and to govern the use of the Common Elements, govern the use of Units as necessary to protect the Common Elements, and protect Members from unreasonable interference in the enjoyment of their Units and the Common Elements caused by use of other Units.

WHEREAS, Section 4.4 of the Declaration provides notice to all Owners and Permitted Users, such as guests and tenants, that they agreed to be bound by the Rules adopted by the Board by accepting the instrument conveying or assigning the Owner or Permitted User's Unit.

WHEREAS, Section 4.5.4 of the Declaration specifically provides that the Association, acting by and through rules adopted by the Board, may restrict the right to keep animals as household pets. Further, the Declaration provides that no pet or animal shall be allowed without adequate supervision, or left unattended, and that owners are responsible for any litter, waste, mess, or damage, and offensive or prolonged noises, created by their pets.

WHEREAS, for the health, safety, welfare, comfort, and convenience of all residents in the community, the Board wishes to establish rules regarding the ownership and maintaining of household pets and animals.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules are adopted by the Board:

Any term used herein and not otherwise defined will have the meaning ascribed to such term in the Declaration. The following terms have the ascribed meaning:

- a. **"Complete Control"** means the Pet is under complete control, by leash no more than eight feet (8') in length or by pet carrier, of a responsible person who is physically capable of such control.
- b. **"Nuisance"** means each instance of (i) personal injury or property damage to the Project (including the Unit in which the Pet resides), (ii) aggressive behavior such as snarling, snapping or biting, (iii) Pets in common areas who are not under Complete Control, (iv) Pets who are conspicuously unclean or parasite-infested and (v) Nuisance Barking, in each case as substantiated and documented by the Manager.
- c. **"Nuisance Barking"** means each instance of making unreasonable noise (i) continuously and/or incessantly for a period of 30 minutes or (ii) intermittently for one hour or more, to the disturbance of any person at any time of day or night, in each case as substantiated and documented by the Manager.
- d. **"Pet"** means any usual common household pet, including a dog or a cat, other than a Prohibited Breed or Service Animal or emotional support animal as defined by the FHAA.
- e. **"Prohibited Breed"** means any American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one (1) or more of the above breeds.
- f. **"Rules"** means these Pet Rules and Regulations, as amended from time to time.

II. Rules and Regulations Regarding Pets

- 1. All Pets must be registered with the Association prior to bringing a Pet on the Premises.
- 2. Unit Owners are responsible for registering pets.
- 3. To register a Pet, Unit owners must obtain Snow Lion Pet Application from the property management company and submit the signed application to the property management company. In connection with such application, Owners shall pay to the Association a one-time registration fee in the amount of \$55.00 to defray the Association's expenses related to such application.
- 4. The Unit Owner is responsible for paying a monthly pet fee of \$25.00 to defray the Association's expenses related to pets.
- 5. TENANTS ARE NOT PERMITTED TO HAVE PETS.
- 6. No Unit may have more than one (1) Pet.
- 7. Exotic pets such as snakes are strictly prohibited.
- 8. All Pet dogs or cats must be spayed or neutered and the Unit Owner must present proof of that fact acceptable to the Manager or the Board.

9. Except within its Unit, a Pet must at all such times be under Complete Control.
10. Pets may not be kept, bred or used for any commercial purpose.
11. Feeding of Pets must be done within the Unit. Feeding is not allowed on decks or patios.
12. No Pet shall be left unattended outside a Unit or without adequate, direct supervision.
13. No Pet shall be permitted to act in such a manner as to constitute a Nuisance.
14. No Pet may be leashed or tethered to any stationary object on the Common Elements.
15. Unit Owner will be held responsible for any litter, waste, mess or property damage created by their Pet in the Common Elements. Pet owners shall immediately remove and dispose of excrement left by the Pet in the Association's pet pots, so as to maintain a healthy environment, and to eliminate nuisance from odor or otherwise. The right to keep Pets is coupled with the responsibility of the Unit Owner to pay for any damage caused by the Pet.

III. Written Notice of Alleged Violations

Any notices under these Rules shall be provided in accordance with the Association's Enforcement Policy.

IV. Unit Owner Right to a Hearing

Unit Owners have the right to an opportunity for a hearing of a committee of appointed by the Board, written or verbal. The Board must receive a written request via mail or email from the Unit Owner requesting a hearing within 5 days from the date of the written warning. If no written request is received by the Board within 5 days from the date of the written warning, the written notice will be deemed to be binding.

V. Miscellaneous

- a. Failure by the Association to enforce any provision of these Rules shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The provisions of these Rules are independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- c. The provisions of these Rules shall supersede and replace any and all previous rules and regulations regarding the keeping of household pets and animals. The provisions of these Rules supplement and do not supersede or restrict the Declaration's provisions relating to animals.
- d. The Unit Owner shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, family members, and guests. Fines imposed pursuant to these Rules shall become an Assessment imposed against the Unit Owner and enforceable as provided in the Declaration.
- e. Nothing in these Rules shall prohibit or limit the use of qualified service animals as permitted or required under federal, state, or local law, including but not limited to the Americans With Disabilities Act, or the Fair Housing Amendments Act.
- f. These Rules shall be effective fifteen days following the date of their adoption.