

HEATHER OF VAIL CONDOMINIUM ASSOCIATION

PET RULES FOR TENANTS

As an tenant of a condominium unit at Heather of Vail (HOV), I accept that the following rules apply to all dogs and cats owned or retained by myself or other occupants of the unit I am leasing.

1. All dogs must be licensed and owners must provide copies of the following to the Landlord or Property Manager upon move-in: current vaccination records from their veterinarians for distemper, adenovirus, parvo (DAP), and rabies. All cat owners that allow their cats outside the dwelling unit must show evidence of current vaccines for feline viral rhinotracheitis, calicivirus, panleukopenia (FVRCP), leukemia, and rabies. At the option of the HOV Landlord, cat and dog owners must provide a letter from a prior landlord verifying that Lessee's pet(s) have **not created any type of noise or other nuisance and have not caused damage to the premises in excess of the security deposit required by prior Landlord.**
2. To minimize the potential for dogfights or attraction of other animals, owners of any new dog or cat over the age of six months must provide a certificate showing that their pets have been spayed or neutered to the Landlord or Property Manager upon move-in.
3. **Condo owners** with pets shall be limited to no more than two per unit. **Tenants** occupying the entire unit shall be limited to one dog or two cats per unit or one dog and one cat. If a unit is occupied in two separate components, i.e., with one as a lock off, the limit shall be a total of two dogs and/or two cats per unit with no more than one dog, two cats, or one dog and one cat per lock off unit.
4. Because of public health concerns involving the spread of animal diseases and, especially, those that are transmissible to humans, dog and cat owners are responsible for the removal and sanitary disposal of fecal waste from the condominium property immediately after the animal defecates. Moreover, all pet owners must be able to control the barking, howling, crying, meowing, scratching or other noise made by any pet so that it does not unreasonably disturb the peace and quiet of any neighboring units.
5. Dog owners shall not allow their pets to bite or in any way molest, attack, repeatedly frighten or persistently annoy other condo owners, tenants or guests while on the condo grounds as long as they are not trespassing.
6. Dog and cat owners shall be liable for all injuries or damages caused by their dogs to a) the complex's exterior grounds, b) owners of other dogs or cats injured as a result of their pet's aggression, and/or c) other humans or animals that are legally on the property of the condo association. Neither the Heather of Vail Homeowners Association nor HOV unit owners shall be liable for actions caused by animals owned by HOV tenants.
7. Pets must be fed only inside a condo unit. Treats may be provided on the grounds if used for training purposes.

8. All tenants' dogs must be under voice or leash control while on condo property. Control means coming to and/or sitting within six feet of the owner or owner's agent within an appropriate time period.
9. In the event the HOV property management firm and/or an HOV Lessor receives two or more written noise complaints wherein the owners or keepers of pet animals in units within the complex have notified an offending HOV resident of a problem and the occupant continues to permit such pet animals to disturb the peace and quiet of any person by barking, whining, howling, yowling or making any other noise in an excessive, on-going or untimely fashion, Lessor reserves the right to require the pet owner(s) to abate the problem through behavior modification or anti-bark collars and, if that is not effective within a one-month period, rescind the option for Lessees to house the specific nuisance pet(s) on the premises.

I have read and agree to comply with the above rules applying to dog and cat owners at Heather of Vail. I acknowledge that there are risks to myself, my family, and my dog or cat(s) as my pets move about the property on or off leash. I accept that my failure to comply with the above rules and, after a hearing before the Board of Directors independent of or in conjunction with my Landlord, understand that my noncompliance can lead to financial penalties against me or demands that I remove my dog or cat from the premises by the sole discretion of the Board.

I agree to comply with the decisions of the Board and hold the Heather at Vail Condominium Association harmless for any and all damages that may be incurred as a result of my dog(s) and/or cat(s) presence on the property as I hereby agree to accept all risks and liabilities associated with such ownership.

Signature of HOV Resident & Pet Owner

Unit No.

Date

Home Phone

Cell Phone

Work Phone