

Red Pine Assistance Animal Policy

1. Request for Assistance Animal

- a. Red Pine does not allow pets in any units or common areas
- b. In the event a person requires an assistance animal for health reasons, the unit owner, animal owner, or landlord must provide appropriate documentation as to the need of assistive animal.

2. Landlord or animal owner must complete the Animal Registration Form before occupying the unit. A current photograph of the animal must be attached. The (resident manager, board of directors, managing agent) will present a copy of the HOA animal policies to the landlord for review and signature.

- a. All animals must be currently licensed as per Summit County ordinance and display a current license at all times when outside the unit.
- b. All animals must have proof on file at the office of current rabies inoculation.
- c. Any other animal requiring government mandated licensing and/or inoculation must be current and have on file with the office necessary supporting documentation.

3. Restrictions

- A. Animals shall not be kept, bred, or used for any commercial purpose. All cats, dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian. Proof must be on file at the office.

- B. Animals cannot roam free or be unattended in Common Areas and Limited Common Areas as those terms are defined in the Covenants, Conditions and Restrictions (“CC&R’s”) for the Red Pine project. Any free roaming animal is subject to capture and turned over to the appropriate animal control authority.

- C. Animals must not be left unattended on patios or balconies unless medically necessary, upon proof being shown thereof, to assist with the owner’s health or physical condition. Animals in transit must be under owner’s control and should be carried, restrained by a leash, or placed in an animal carrier.

- D. When outside the occupied unit, the animal owner is responsible for immediately cleaning up after their animal and discarding securely bagged animal droppings in one of the trash dumpsters or in their occupied unit. Animals are not allowed to relieve themselves on balconies or patios (limited common areas), subject to section C above.

E. No animal bedding, toys, blankets etc. shall be laundered in the community washers and dryers.

F. Unit owners are responsible for any damage caused by their animals or that of a tenant's animals including but not limited to any damage caused by cleaning chemicals or other such materials used in an attempt by them to remedy any damage to a Common Area. Any damage to a Common Area must be reported promptly.

G. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purpose of the paragraph are, and not limited to:

- a. Pets whose unruly behavior caused personal injury or property damage.
- b. Pets that make noise continuously and/or for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time of day or night.
- c. Animals in common areas or limited common areas which are not under the complete physical control of the owner and on a hand-held leash of no more than six feet in length or in a pet carrier.
- d. Animals which relieve themselves on walls or floors of common areas including all sidewalks and stairways, parking lots, retaining walls, landscape walls, dumpsters, parked vehicles.
- e. Animals which exhibit aggressive or other dangerous or potentially dangerous behavior.
- f. Animals which are conspicuously unclean or parasite infested.

H. The animal owner and the Unit owner (landlord) shall fully indemnify the Association and hold it harmless against all losses, claims, damages, or liabilities of any kind arising from their animal.

I. The Board of Trustees shall have the right to establish additional reasonable rules and regulations further regulating the conduct of animals within the Project, and those regulations may be enforced in accordance the CC&R's.

4. Enforcement

Any resident or managing agent observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the animal owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Directors. If the Board finds the complaint meritorious, the animal owner and Unit owner (landlord) will receive written notice of the violation. After three such written notices of violations, arrangements will be made for a hearing, unless, at the Board's discretion, the nature of the complaint involves personal injury or the imminent threat thereof, in which case the Board may hold an immediate hearing. After the hearing, the Board may require the permanent removal of any animal, if such animal is determined by the Board to be a nuisance or a danger to the

housing community and its residents. If so determined, the animal owner will have 10 days to remove the animal from the premises.

The Board also has the authority to assess and collect fines for violations of the house rules pertaining to animals and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Any fines will be assessed against the Unit Owner in accordance with the CC&R's.

Unit Owner (Print Name) _____

Signature of Unit Owner _____ Date _____

Unit # _____

Unit Owner Telephone # _____

Unit Owner Current Mailing Address

Street: _____

City: _____

State: _____

Zip Code: _____