

Red Pine Animal Policy

Red Pine does not allow pets in any units or common areas. Any owner or guest caught violating this rule will be assessed an immediate \$100 fine for each offense. These fines will be added to the monthly maintenance fee and will continue until the board is assured that the animal(s) is no longer on premises. Any unleashed dogs will be immediately turned over to animal control without notice.

Service Animals

In the event a person requires a Service Animal, defined by the ADA as an animal “that has been individually trained to do work or perform tasks for an individual with a disability,” the Service Animal is permitted in units and common areas.

For a resident to have a Service Animal at Red Pine, they must sign and return the Red Pine Animal Policy Form to demonstrate that they will comply with all community rules and regulations.

Additionally, Service Animal Owners must provide answers to the following two questions:

1. Is the animal a service animal required because of a disability?
2. What specific work or task has the animal been trained to perform?

Emotional Support Animals

In the event a person requires an Emotional Support Animal (ESA), defined as an animal which provides therapeutic benefit to a person with a mental health or psychiatric disability or for other health reasons, the unit owner, animal owner, or landlord must provide appropriate documentation as to the need and legitimacy of the assistive animal.

Emotional Support Animals are only permitted for owners, full-time residents, or for long-term renters with a lease of 30 days or longer. Emotional Support Animals are NOT permitted for short-term/nightly rentals.

Owners have the right to deny or accept renters with Emotional Support Animals as they see fit. If a long-term renter with an Emotional Support Animal is planning to stay at Red Pine, they must provide all required paperwork and abide by all rules and regulations. Owners are liable for all guests and tenants in their units.

Emotional Support Animals are not permitted in the Clubhouse pool or recreation areas, as they are private facilities and not open for public access.

The following documentation is required for owners of Emotional Support Animals:

1. Signed Red Pine Animal Policy Form
2. Completed Red Pine Animal Registration and Identification Form
3. Proof of current licensing
 - a. Any animal in Summit County for 30 days or longer must be registered in Summit County
 - b. Animals must display a current license tag at all times when outside the unit
4. Proof of current rabies inoculation and any other relevant vaccines
5. Medical letter, including an official letterhead from a licensed medical professional, stating the necessity and legitimacy of the emotional support animal
6. Current photo of the animal

Animal Policy – Rules and Regulations

1. 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 with the CC&R’s.

2. 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 #: _____

Unit Owner (Print Name): _____

Signature of Unit Owner: _____

Date: _____

Unit Owner Telephone #: _____

Unit Owner Email Address: _____

If Applicable:

Tenant/Renter (Print Name): _____

Signature of Tenant/Renter: _____

Date: _____

Tenant/Renter Telephone #: _____

Tenant/Renter Email Address: _____