

ASPEN GLEN GOLF VILLAS PET POLICY

Intent

It is the intent of the Unit Owners that this Pet Policy is an addendum to the Aspect Glen Golf Villas Rules and Regulations and shall be incorporated upon approval.

I. ANIMALS.

Unit owners shall be allowed to keep up to a total of three (3) dogs or cats, subject to the terms and restrictions of the General Pet Policy set forth below. Unit owners who wish to keep exotic animals, including but not limited to reptiles, rodents, snakes, etc. shall obtain approval from the Board of Directors. Approval of exotic pets will be denied if ownership of said exotic pet(s) may present a danger to other Unit owners. Should approval be granted for an exotic pet(s), the owner shall abide by the terms and restrictions of the General Pet Policy, to the extent the terms apply (i.e. a snake cannot be placed on a leash; a rabbit can be spayed/neutered).

A. Status Quo.

Those Unit owners who own pets, but whose ownership of said pet(s) is not in conformity with the above terms and restrictions as to quantity and approval of "exotic pet(s)" as of the date that this current Pet Policy is adopted, shall be exempt from the quantity and exotic pet approval requirement. All other terms and restrictions of this Pet Policy shall apply.

B. General Pet Policy.

1. All pet owners shall provide written notice of ownership of any and all pets to the Board of Directors. The notice shall include the type of animal and total number of animals per units.
2. Pets may be maintained in the Unit so long as they are not kept for breeding or other commercial purposes..
3. All pets must be spayed/neutered and be current with vaccinations, with verification from veterinarian if requested by the Board.
4. Pets shall be well-behaved and non-violent at all times and shall not be permitted to engage in any activity which is likely to cause a nuisance, annoy, disturb or in any way cause harm to the occupants of any other Unit or to the pets of other Unit owners.

5. Pets shall not be permitted to run at large. When the pet is outside of the Unit, the pet shall be kept on a leash, cable or within the limited common area related to your Unit bounded by an underground electric dog fence. All pets shall be kept under the control of a responsible person and no pet may be chained or otherwise tethered outside of any Unit without a responsible person present.
6. There shall be no weight restriction either as to individual animal or a combination thereof.
7. Pets must not be left unattended on patios or balconies.
8. The pet shall be properly and promptly cleaned up after.
9. No outdoor kennel or dog house shall be permitted upon the Unit premises or common areas.
10. Pet owners, caregivers, or other responsible persons in charge of pet(s) are responsible for any damage caused by the pet(s). Any damage or bodily injury caused by a pet is the sole liability of the pet owner, caregiver or other responsible person and they shall defend, indemnify the Condominium Association and hold it harmless against loss or liability of any type arising from their pet(s). It is the stated intent of this paragraph the Condominium Association shall be relieved of any and all liability for damage or other personal injury caused by any pet owner or caregiver.
11. This Pet Policy is not breed restricted in any fashion.

C. Visitor Pet Policy.

Unit owners are responsible for the pets of guests who visit their unit; such pets are subject to the same terms and restrictions as resident pets.

II. SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS.

Service Animals and Emotional Support Animals (ESA) are subject to the same terms and restrictions as resident pets, except that quantity, breed and weight restrictions may not apply to a service or assistance animal¹. In a Condominium setting, The Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act of 1973 generally govern with respect to animals that provide assistance to individuals with disabilities.

¹ Aside from the non-applicable restrictions of quantity, breed and weight, the term “pet” is used synonymously with “service animal” and “ESA” when applying the terms and restrictions that apply to resident pets.

The FHA makes it unlawful to discriminate against any person in the provision of services or facilities in connection with his dwelling, because of a handicap of that person or any person associated with that person. 42 U.S.C. § 3604(f)(2).

Discrimination includes a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling. 42 U.S.C. §3604(f)(3)(B); 24 CFR 100.204. *A request for an exception to a condominium's pet restriction for a service animal is considered a request for a reasonable accommodation.*

Generally, if a reasonable accommodation will enable a disabled person to equally enjoy the use of his or her Unit or the common areas, the Board must provide the accommodation as long as doing so will not constitute an undue financial or administrative burden for the Board or fundamentally alter the nature of the Condominium community. 42 U.S.C. §3604(f)(3)(B)

A. Service Animals.

Service animals are categorized as animals trained to do a specific task for their owner; they are animals that work, assist and/or perform tasks and services for the benefit of a person with a disability or provide emotional support that improves the symptoms of a disability.

B. Emotional Support Animals.

Documentation can be requested. Unlike service animals, emotional support animals (ESA) do not require any special training or certification, but the owner should have a prescription from a physician or therapist stating that the owner needs the ESA. The Board cannot inquire as to the mental status of the person claiming the need for the ESA however. If the documentation is in order, then the Board must make reasonable accommodations.

III. ENFORCEMENT.

- A. Any Unit owner observing a violation of any of these rules shall discuss the violation in a neighborly fashion with the pet owner or caregiver in an effort to accomplish voluntary compliance.
- B. If the complaint is not resolved between the Unit owner and the pet owner or caregiver in Paragraph 1, it shall be reduced to writing, signed and presented to the Board specifically identifying the violation(s) observed. If the Board agrees there are grounds to act, the pet owner or caregiver will receive written notice of the violation.

- C. If upon the violation is not resolved within 15 days of receipt of the written notice, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or imminent threat thereof.) In the event the complainant is a member of the Board of Directors, the complaining Board Member shall recuse himself or herself from any participation in the hearing process.
- D. The Board may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the condominium community and its residents. If so determined, the pet owner or caregiver will have 30 days after receiving written notice to remove the pet from the premises. Failure of the pet owner to comply with the order for removal may allow the Board to proceed with legal action to enforce this provision to the extent it is available. If legal action is commenced and the Board is successful, the pet owner may be held accountable for legal fees incurred.
- E. The Board shall have authority to assess and collect fines for violations of the Pet Policy and to assess and collect amounts necessary to repair or replace damaged areas or objects.
- F. Service Animals and Emotional Support Animals are not exempt from the enforcement terms.