CEMENT CREEK CONDOMINIUMS ASSOCIATION, INC

PET/ANIMAL POLICY

This Policy adopted by Cement Creek Condominiums August 12, 2011, amended March 1, 201, amended June 28, 2018 and November12, 2020.

1) **Pet/Animal Policy.** No livestock, poultry, reptiles, insects, or exotic pets of any kind, shall be raised, bred, kept or boarded on or within any portion of the Cement Creek Condominium Association Property (Community). However, a properly deeded owner may keep up to two (2) domesticated household pets which have been properly registered and fees paid with the Association, and they must not create a nuisance or inconvenience to any residents of the Community.

1.1) All pets must be on a physical leash and under physical control of a person capable of controlling the pet whenever they are in the common areas of the Community and shall not be allowed to run at large.

1.2) The Board of Directors reserves the right at any time to deem a pet inappropriate to live on or within the Community. If the Board of Directors deems such pet inappropriate, the owner will be provided the opportunity for a hearing on the matter pursuant to Section 5 below, and if ordered by the Board of Directors, shall remove the pet from the Community or face continuing fines or legal action consistent with Section 5 below.

1.3) General. The Board of Directors of the Cement Creek Condominium Association is the governing body for this Pet/Animal Policy. The actual policing and implementation of this Policy will be performed by the Community's manager or other designees, as the Board of Directors sees fit.

2) Rules for Pets Kept on or within Community.

2.1) Only the properly titled and deeded owner of a condominium unit within the Community may keep an approved pet on or within the Community. No roommates, guests, family members, long or short term tenants, etc. of any condominium unit may keep, have visit, dog sit, etc. any pet on or within the Community.

2.2) No pet shall be left alone on any deck, balcony, or any common area, including but not limited to, being tied or tethered to a tree, post or stake within the Community at any time.

2.3) No pet shall be allowed to run at large on or within the Community and shall at all times be on a leash and under the direct control of the pet's owner (see Section 1.1 above).

2.4) All pet litter must be immediately picked up and properly discarded by its owner.

2.5) More than two approved and registered pets kept on or within the Community by any one owner will automatically be deemed a nuisance by the Board of Directors. The Board of Directors shall order the immediate removal of all unregistered pets and fines will be assessed upon the owner's unit subject to Section 5 below.

2.6) No pet shall be allowed within the fenced area of the exterior hot tub.

2.7) No pet shall be allowed within any indoor common areas of the Community.

2.8) All pets must have proof of a rabies shot and provide a valid rabies registration number at the time of registration with the Board of Directors. The rabies registration for the pet must be kept current and proof of such must be submitted to the Board of Directors on an annual basis.

2.9) Once an owner receives approval to keep a pet at the Community, the owner must pay all monthly and/or annual Community Pet Maintenance Fees (see Section 5 below). If said owner is late with said payments or fails to pay said fees, the pet will be treated as an unregistered animal on or within the Community and subject to fines and possibly removal as specified in Section 5 below.

2.10) Grandfather Clause. Tenants who have registered a pet prior to March 1, 2018 will be allowed to keep said registered pet within the Community, but subject to the provisions of this Policy other than the prohibition of tenants keeping pets.

3) **Type of Domesticated Household Pets Not Allowed.** Exhibit A is a list of breeds and types of animals that have been deemed inappropriate by the Community's insurance provider and the Board of Directors, and shall not reside within the Community. The Board of Directors will review this list of excluded animals from time to time to determine appropriateness with regards to insurance regulations and reserves the right to deem any animal inappropriate within its sole discretion and determination.

4) Registration/Application Process. Any pet staying in the Community must be registered and approved, prior to arrival at the Community, as follows:

4.1) The owner of the pet must fill out an application for any pet proposed to be kept within the Community. Exhibit B is an application form that must be filled out and submitted to the Community's manager.

4.2) The manager of the Community will provide written approval or denial to the owner that has applied for a pet proposed to be kept on or within the Community within thirty (30) days from receipt to said application.

5) Fees and Charges.

5.1)	Pet application fee	$0 (no charge)
5.2)	Community Pet Maintenance Fee	$40.00 per month per pet (or $200.00 per pet per year) OR $10.00 per week per pet
5.3)	Un-registered animal on or within Community	$50 first offense $100 per day for all continuing offenses
5.4)	Pet not on physical leash	Written warning first offense $50 second offense $100 per day for all continuing offenses
5.5)	No or improper registration of pet	$50 and written notice first offense $100 per day for all continuing offenses
5.6)	Pets in hot tub area	$25 and written notice first offense $50 second offense $100 per day for all continuing offenses
5.7)	Vicious pet	$25 and written notice first offense $50 second offense $100 per day for all continuing offenses
5.8)	No Rabies Number or Expired Rabies Number	Written warning first offense $50 and written notice second offense $100 per day for all continuing offenses
5.9)	Any offenses not specifically provided by this fine schedule	Written warning first offense $50 and written notice second offense $100 per day for all continuing offenses

6) **Removal of Pet.** ALL CONTINUING OFFENSES UNDER THIS POLICY MAY, IN ADDITION TO THE CONTINUING FINES, SUBJECT THE PET TO REMOVAL FROM THE COMMUNITY AT THE SOLE DISCRETION OF THE BOARD OF DIRECTORS. PETS MAY BE REMOVED FROM THE COMMUNITY UPON WRITTEN NOTICE TO THE OWNER AND ONLY AFTER AN OPPORTUNITY FOR A HEARING ON THE MATTER. IN THE EVENT AN OWNER DOES NOT REMOVE THE PET FROM THE COMMUNITY AFTER BEING ORDERED TO DO SO BY THE BOARD OF DIRECTORS, THE OWNER MAY BE SUBJECT TO FORMAL LEGAL ACTION TO REMOVE THE PET.

7) **Association's Legal Fees and Costs.** ONCE A VIOLATION OF THIS PET POLICY HAS BEEN DEEMED BY THE BOARD OF DIRECTORS TO HAVE OCCURRED, ANY EXPENSES, COSTS AND LEGAL FEES INCURRED BY THE ASSOCIATION TO ENFORCE SAID VIOLATION(S) SHALL BE PAID BY THE VIOLATING OWNER AS AN ASSESMENT AGAINST SAID OWNER'S UNIT.

8) **Variances.** The Board of Directors of the Cement Creek Condominiums Association may grant a variance, as the Board deems fit in its sole discretion, to any of the rules and regulations contained in this Pet Policy.

Amended this 12th day of November, 2020, by the Board of Directors of Cement Creek Condominiums Association, Inc.

Cement Creek Condominiums Association, Inc.

Board of Directors - President

EXHIBIT A

ANIMALS DEEMED INAPPROPRIATE AT CEMENT CREEK CONDOMINIUMS ASSOCIATION, INC.

The following is a list of breeds and types of animals that have been deemed inappropriate to reside within the Community of Cement Creek Condominiums. The Board of Managers will review this list of excluded animals from time to time to determine appropriateness with regards to insurance regulations and reserves the right to deem any animal inappropriate within in its so le discretion and determination.

Akita
Chow or Chow Chow
American Stafford Terrier
Stafford Terrier
American Pit Bull Terrier
German Shepherd
Great Dane
Pit Bull
Rottweiler
Husky
Doberman Pinscher
Wolf Hybrid (wolf mix with any breed)
Halmark Teddy Bear
St. Bernard

Any dogs showing the majority traits of these breeds or any mix of these breeds.

Venomous Reptiles

Animals considered livestock, ie. goats, pigs, cows, chickens, horses, etc.

Any other animals deemed inappropriate either by CCCA insurance company or the Cement Creek Condominiums Association Board of Directors.

EXHIBITB

CEMENT CREEK CONDOMINIUNS ASSOCIATION, INC.

Pet Application Form

Condominium Unit _____ Date _____

Owner/Address _____

_____

_____

Phone _____

Cell _____

Email _____

	Pet# 1	Pet# 2
Type of Pet	_____	_____
Breed of Pet	_____	_____
Name of Pet	_____	_____
Rabies #	_____	_____
Name of Veterinary	_____	_____
Vets phone	_____	_____

Please provide name and number for a reference of someone who had direct contact with your pet. —

Pet Owners signature: _____ _____

Signature Date

Official Use Only:

Approved/Disapproved: _____

By: _____

Date: _____