

RULE REGARDING PETS

WHEREAS, the Board of Directors (the “Board”) of the Autumn Heights Condominium Owners Association, Inc. a Colorado non-profit corporation (the “Association”) is empowered and obligated by Article VII, Section 7.5 of the Declaration of Covenants Conditions and Restrictions of the Autumn Heights Condominium Owners Association (the “Declaration”) to limit the size and number of pets in the Community.

WHEREAS, Article IX, Section 9.8 of the Declaration authorizes the Board of Directors to enforce the Association Documents and promulgate rules.

WHEREAS, Section 5 (a.) of the Rules and Regulations adopted November 15, 2000, prohibit no more than one dog (not to exceed 30lbs adult weight) and one cat and whereas the Board of Directors acknowledges that the Documents were NOT properly enforced during the period of Declarant Control causing a number of pets to be brought into the Community in violation of the Declaration.

WHEREAS, the Association faces a liability in the event it fails to enforce the Rules or the Declaration, this Rule is being adopted to bring the Community into compliance with the existing Rules gradually to prevent undue hardship on pet owners and prevent potentially expensive litigation that could cause undue financial stress upon the Association.

WHEREAS, this Rule is necessary for the welfare and property values of the Association.

NOW, THEREFORE, the Board has hereby adopted the following rules and regulations:

1. Prohibition of Future Pets. Except for pets registered and “grandfathered” (in excess of 30 pounds or in excess of the number limit) pursuant to this Rule and the existing Rules, **dog(s) in excess of 30 pounds** and any pet over the allowed maximum of one dog and one cat per home, shall be completely and absolutely prohibited from Autumn Heights, even if located within a home and certainly if located on the Common Elements. Any person violating this Rule or bringing an un-registered pet into the Association shall subject the Owner to fines and legal action and agrees that the Association may take whatever means necessary to remove the pet, including without limitation, use of private pet catchers and entry into any Common Element. This prohibition only applies to dogs and cats and not to other reasonable small household pets as described in the Declaration.

2. No Substitution. If a registered and/or “grandfathered” pet in excess of the 30 pound weight limit or the number limit of dies or is removed from Autumn Heights, the owner or occupant shall not be permitted to substitute another pet that would violate the Rules in its place; any such substitutions shall be considered violations of the Rules and subject the Owner to fines and other remedies.

3. Regulation of All Pets.

- a. No pet shall be permitted to run loose around the buildings or grounds. No pet shall be chained or tethered outside any home or tied or chained to any balconies, patios or other parts of the Community, or otherwise left unattended unless on a leash in the hands of the owner or responsible person. No pet shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere about the homes and grounds of the Community without it being cleaned up immediately. No pet shall be allowed to damage the grass, trees, shrubs, or any other area within the Association and no Owner shall be permitted to allow feces to accumulate around his or her home or any other area of the Community.
- b. No pet shall be permitted to bark, howl, or otherwise create any obnoxious sound, odor, or disturbance.
- c. No pet(s) shall be kept for the purpose of breeding, boarding, or commercial purposes.

- d. No pet shall be kept in violation of the Rules except as registered and “grandfathered” pursuant to this Rule.
- e. Each owner is limited to a total of two (2) pets, meaning one cat and one dog under 30 pounds adult weight. Other small household pets may be kept in reasonable numbers as described in the Declaration.

4. Owner’s Duties.

- a. The owner of an existing pet shall assume any and all liability for the pet and its compliance with the Declaration, this Rule and any future rules adopted by the Board.
- b. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney’s fees, relating to the pet.
- c. The owner of a pet shall insure that it is kept in a clean, quiet, and controlled condition.
- d. The owner of a pet agrees that the Association shall have the right to revoke any pet’s “grandfather” status if there is a violation of the Declaration or Rule or any future rule and may require the immediate removal of that pet.
- e. An owner of a home shall advise his or her guests, occupants, and tenants of the Declaration, this Rule, and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons pets from the premises if violations occur. Any person entering Autumn Heights shall be deemed to be aware of the Declaration, this Rule and future rules and to agree to comply fully and promptly with those requirements.

5. Fines.

Any owner, occupant or other person who violates this Rule of the Declaration or any future rules, shall be subject to a fine not to exceed \$150.00 per occurrence or violation, with recurring fine assessments until the owner complies with the Association’s requests. Owners shall be responsible for the compliance and fines of their tenants, occupants and guests. In addition, the Association may suspend voting rights and may exercise other rights and remedies, as well as taking legal action, including recovery of costs, expenses and reasonable attorney fees.

ADOPTED by the Board of Directors of Autumn Heights Condominium Owners Association, effective on

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**Autumn Heights Condominium Owners Association, a
Colorado non-profit corporation**

By: _____
President

ATTEST:

Secretary