

**RESOLUTION OF THE  
AVILA PARK CONDOMINIUM ASSOCIATION, INC.  
PET POLICY**

**SUBJECT:** Adoption of policy and procedures for pets in the building.

**PURPOSE:** The Board deems it necessary and desirable for the health, safety and welfare of the Members to establish at this time specific policies and procedures regarding pets. Now therefore, the Board has established at this time that the following policies and procedures regarding pets be, and hereby are, adopted.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** February 25<sup>TH</sup>, 2019

**RESOLUTION:** The Avila Park Condominium Association hereby adopts the following procedures for addressing pets in the building and common areas.

**1. PET REGISTRATION :**

All pets living at Avila Park and having access to the common elements must be registered with the Association. All Pets must be registered prior to moving into Avila Park. The purpose of registration is to identify which Units have pets in case Units must be entered for repairs or in an emergency. Registration is also required to aid in identifying a pet and its owner in the case of injury to the pet or another animal or person, in the case of a violation of the Governing Documents, and to prevent false accusations when a problem animal is from outside the community. In the event of an emergency, fire, etc. the pet will be moved to safety if the situation allows. While the Association reserves the right to charge a pet registration fee in the future if such becomes necessary, no such fee shall be charged at this time. Owners of unregistered pets will be subject to fines. The term "pets" shall refer to domesticated dogs and cats, which do not unreasonably interfere with the use and enjoyment of the Project by others and which are registered, licensed and inoculated as may be required by the Board or local law from time to time. No exotic animals, reptiles, livestock or poultry are permitted without prior written approval from the Board. The Board, in its sole discretion, may permit an Owner to keep another type of traditional household pet in a Unit (without such permission to be deemed to expand the definition of "pet"), subject to any additional conditions and restrictions deemed necessary by the Board, provided that an Owner obtains the Board's permission prior to allowing such animal onto the Property. A bona fide service animal is not considered a pet and is not subject to the general prohibitions applicable to pets in Common Elements (but shall be subject to the provisions herein governing cleaning, repair and maintenance occasioned by the service animal);

**2. CLASSIFICATION NUMBER OF ANIMALS ALLOWED**

The following breeds of dogs, as well as those dogs exhibiting any one or more of the distinguishing characteristics which conform to the standards established by the American Kennel Club or the United Kennel Club for any of the following breeds of dogs shall be prohibited from being anywhere within the Association's community, including but not limited to the general common elements, the units or anywhere else: Pit Bulls. Any pet may be excluded from the premises if they are deemed dangerous or aggressive or if they escape a unit. If at any time an animal appears by its behavior to threaten the safety of others, human or animal, its owner will be required to muzzle the animal at all times the animal is in the common areas. Owners or Occupants are allowed to house on site no more than two domestic household pets per unit.

**3. PARTICULAR EMPHASIS WILL BE PLACED ON THE FOLLOWING VIOLATIONS**

- a. Pets are not permitted in the Common Elements except to enter or exit the Units. Visitors and guests are not permitted to bring or have pets at the property;
- b. No Owner or Occupant may keep more than two (2) animals at the property at any one time;
- c. All pet owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Board. In the event of inclement weather, paws must be wiped upon entering the Building. All refuse or damage caused by a pet to the Common Elements, must be immediately reported to the Association so that the area can be cleaned or repaired. The pet owner is responsible for all damages caused by the pet, including without limitation, damage to grass, shrubs, trees or any other portion of the Common Elements;
- d. Pets shall not be allowed outside of the Unit unless restrained by a suitable leash not to exceed (6) feet or enclosure and under the direct control of the Owner or Occupant at all times;
- e. Pet owners are fully responsible for any property damage, personal injuries or disturbances their pet may cause or inflict;
- f. No animal may be leashed or tied to any object on the Common Elements;

- g. No pet may be permitted to create any inconvenience, noise, safety concern or disturbance on the Project;
- h. Pets may not be left unattended on a Unit's balcony, deck or terrace at any time. No animal may be leashed or tied to any object on the common elements;
- i. No boarding for a commercial purpose, breeding or selling of pets may be carried on in or around any Unit or Common Elements;
- j. All pets having access to the common elements must be registered with the Association and vaccinated as required by law.

**4. ENFORCEMENT**

All violations should be reported to the Management Company in order that they can be addressed. The complainant's name will be kept confidential.

**Violation Type: This is a Tier 2 Violation**

The Owner of a Unit shall be obligated to pay within ten (10) days upon demand all costs incurred by the Association in connection with cleaning, repairs, replacement, maintenance, or alterations caused by the pet (whether such permission to keep the pet on the Property was appropriate or not). In the event prompt payment is not made, the Association shall have all remedies under the Declaration, and Rules and Regulations, including the power to assess exclusively an individual Owner for such costs. The Association may levy an assessment or Default Assessment for expenses relating to the maintenance, repair and replacement of Common Elements and relating to an increase in rates of insurance resulting from pet ownership on the Property.

No pet that is deemed by the Board, in its absolute discretion, to be a nuisance may be kept in a Unit or anywhere on the Property. In addition to all other remedies under the Declaration and Rules and Regulations, the Board may demand the permanent removal of a pet in violation of this section from the Property within 12 hours after delivery of written notice to the pet's owner at the Unit;

**5. INDEMNIFICATION**

The Owner or Occupant permitting a pet to enter the Project shall indemnify the Association, and hold it harmless against loss or liability of any kind or character whatsoever arising from or as a result of having any animal or pet on the Project.

**President's Certification:** The undersigned, being the President of the Avila Park Condominium Association, Inc., a Colorado nonprofit corporation, certifies data foregoing resolution was adopted by the Board of Managers of the Association, at a duly called and held meeting of the Board of Managers on 02/13/2019 and in witness thereof, the underside has subscribed his/her name.

**AVILA PARK CONDOMINIUM ASSOCIATION, INC.**  
A Colorado nonprofit corporation

By:   
President