

## **PET POLICY: General Policy**

### **Policy:**

1. No Pets Permitted, except as provided in the following Policies (CATS and FISH AQUARIUMS)

a. No unit owner, renter, occupant, guest, invitee, or other person may keep or possess a pet or animal of any kind on the Condominium property (i.e. the common elements, the limited common elements, or the units), except as provided in this policy. This policy applies to both pets kept by residents and pets belonging to visitors or others that would only temporarily be in the common areas of the Association or in a unit.

b. No unit owner shall permit a pet or animal of any kind to visit, stop by, or enter the owner's unit at any time, and no unit owner shall permit the "pet-sitting" of any pet or animal in the owner's unit at any time. If a guest or invitee of a unit owner brings a pet or animal to Meadow Creek in a vehicle, the pet or animal may not leave the vehicle under any circumstances.

c. The Association's Board of Directors or its designated agent shall have the exclusive right to enforce this policy and to make a determination as to whether or not a unit owner is in compliance with this policy. If a unit owner disagrees with a finding or determination of the Board of Directors, or its designated agent, the unit owner may appeal such finding or determination to the Board of Directors and have an opportunity to be heard. The Board of Directors shall thereafter make a decision, which shall be binding and final.

2. *Rental Units.* Any "investor" unit owner or other unit owner who rents the owner's unit to a third party, who desires that the owner's renter be permitted to maintain a pet in the owner's unit, must register the pet in the owner's own name and otherwise comply with this policy.

3. *Insurance.* Any unit owner with a registered pet shall maintain a condominium owner's insurance policy with general liability insurance coverage of at least \$100,000. The insurance policy must provide coverage against physical damage and/or personal injury and must contain a provision requiring that the insurer notify the Association if the insurance policy is ever canceled or not renewed. The unit owner must provide appropriate evidence of the insurance policy upon initial registration of the pet and upon any subsequent request of the Association. The insurance policy must remain in effect at all times while the pet is kept in the unit.

4. *General Requirements.* For any pet registered under this policy and for any pet kept in an owner's unit, the unit owner agrees that:

a. The unit owner shall be responsible for the actual cost of any and all damages caused by the pet.

b. The unit owner shall make appropriate arrangements for the ongoing care of the pet and shall put the pet out for board and/or make suitable arrangements to have human care of the pet if the unit owner will be gone for twenty-four (24) hours or more. If a pet is left unattended for twenty-four (24) hours or more, the Association shall have the authority, but

not the responsibility, to intervene and make care decisions for the pet that the Association in its sole discretion deems appropriate.

5. *Prohibitions.* For any pet registered under this policy and for any pet kept in an owner's unit, the unit owner agrees that:

a. The pet shall not be allowed in the common areas or in the limited common areas of the Association, except as specifically provided below.

b. The pet shall not be allowed to damage, soil, defecate on, or defile any private property, any part of the limited common areas, or any part of the common areas of the Association.

c. The pet shall not be allowed to make or cause any noise of sufficient volume to disturb any resident.

d. The pet shall not be allowed to cause any odors that can be detected outside the owner's unit.

e. The pet shall not be allowed to cause or be the source of any unsanitary, dangerous or offensive conditions.

f. The pet shall not be the source or the cause of any insect infestation, and no residue (for example, hair from a cat) nor anything else from the pet shall not be found outside of the owner's unit.

g. The pet shall be removed from the owner's unit and from Meadow Creek if the pet has any disease that poses any threat to other residents or to the pets of other residents.

h. The pet shall be prevented from attacking, or otherwise interfering with the freedom of movement of, any person in the common areas of the Association. The pet shall also be prevented from creating a disturbance in any other way.

i. The unit owner shall not breed pets, raise pets for sale, sell pets from the owner's unit, or train pets as a business.

**Violations:**

Any unit owner, or any renters, occupants, guests or invitees, found to be in violation of this policy shall be subject to the following fines and/or such other fines as the Board of Directors may deem reasonable and appropriate in accordance with the Association's general Fine Policy. All fines shall be assessed against the owner in whose unit or in relation to whose unit a violation occurs.

1. *Fines:* Violations of this policy shall result (unless the nature of the violation warrants immediate removal – see below) in a fine in accordance with the following fine schedule:

First violation: Twenty-five Dollar (\$25.00) fine;  
Second violation: One Hundred Dollar (\$100.00) fine; and

Third violation: immediate revocation of the privilege to keep any pet in the owner's unit.

- a. If a fine is not paid within thirty (30) days, the Association shall be permitted to double the fine.
- b. If the resulting fine has not been paid to the Association within sixty (60) days of the date on which the fine was originally levied, the Association shall revoke the unit owner's privilege to keep any pet in the owner's unit and demand the immediate and permanent removal of all pets.
- c. If a unit owner fails or refuses to remove a pet from the owner's unit by a deadline set by the Association in accordance with this policy:
  - i. The Owner shall be fined Ten Dollars (\$10.00) per day until the pet is permanently removed from the owner's unit; and
  - ii. If these fines are not paid and/or the unit owner does not comply with the demand by the Association, the Association may foreclose on the owner's unit and/or exercise any of its other available legal remedies.

2. *Immediate Removal of Pet.* If any unit owner, or any renter, occupant, guest or invitee, is found to be in violation of this policy, and the violation is judged by the Association in its sole discretion to warrant the immediate removal of the pet, the unit owner shall immediately and permanently remove the pet from the owner's unit and from Meadow Creek upon demand of the Association. The owner shall be subject to the fines and/or other Association remedies described above if the owner fails to comply with the demand of the Association for removal of the pet.

3. *Inspections and Veterinarian Examinations.* If the Association receives any complaint about a pet or other animal, whether registered pursuant to this policy or not, the Association shall have the right upon twenty-four (24) hours notice to inspect any unit in which a pet or other animal is, or is believed to be, kept. In addition, or alternatively, the Association may require that a pet or other animal be examined by a licensed veterinarian at the unit owner's sole expense and that the report of such veterinarian be provided to the Association.

## **PET POLICY: Cats**

### **Policy:**

1. *Number of Cats.* A unit owner or a renter may keep up to two (2) domestic cats in the owner's unit, provided the unit owner and the renter strictly comply with this policy.
2. *Registration of Cats.*
  - a. Each cat must be registered within five (5) days of the time the cat is first brought into a unit.
  - b. No cat may be registered pursuant to this policy nor shall any cat be kept or maintained in any unit unless such cat is that of a common, domestic, household breed. The

Association shall determine in its sole discretion whether or not any cat is of a common, domestic, household breed for purposes of this policy. If any cat is not of such common, domestic, household breed, it shall not be permitted within any unit, or in the common areas, and any unit owner requested to do so by the Association, shall immediately and permanently remove such cat from the owner's unit and from Meadow Creek.

c. All persons, including both unit owners and renters, must complete the following procedures to register a cat with the Association:

- i. Bring the cat being registered to the Association Office in a manufactured pet carrier designed for the purpose of transportation of cats or other similar animals;
- ii. Permit the Association to photograph and make a detailed written description of the cat;
- iii. Provide the following information to the Association:
  - The comprehensive results of an examination by a licensed veterinarian within the last twelve (12) months;
  - Appropriate evidence that the cat has received all current inoculations;
  - Evidence of neutering or spaying and in the case of a male cat, evidence that the cat cannot spray; and
  - A copy of the unit owner's condominium owner's insurance policy referred to in General Pet Policy.
- iv. Sign the Cat Registration Agreement in the form provided by the Association; and
- v. Pay the cat registration fee in accordance with the Association's current fee schedule.

d. After registration of a cat, the Association may require the owner of the unit where the cat is kept to provide the following information within fifteen (15) days of a request to do so by the Association:

- The comprehensive results of an examination by a licensed veterinarian;
- Appropriate evidence that the cat has received all current inoculations; and/or
- Appropriate evidence that the unit owner is maintaining the insurance policy required under A.3. above.

e. After registration of a cat, the Association may require the owner of the unit where the cat is kept to sign a new Cat Registration Agreement in the form provided by the Association and to do so within thirty (30) days of a request by the Association.

3. *Transportation of Cats.* A cat shall never be allowed in the common areas of the Association, unless the cat is properly secured in a manufactured pet carrier specifically designed for the purpose of transporting such an animal, and only when the cat is being taken directly to or from the unit owner's vehicle or directly to or from the Association Office for the purposes of registration.

4. *Disposal of Cat Litter.* When any cat litter is disposed of, it must be double wrapped inside two (2) plastic bags suitable for disposing of such cat litter and may be disposed of solely in the trash dumpsters provided by the Association in the trash/recycling buildings maintained by the Association.

## **PET POLICY: Fish Aquariums**

### **Policy:**

#### *1. Aquariums.*

- a. A unit owner may not keep, or allow to be kept, in the owner's unit more than two (2) aquariums. No aquarium kept in the owner's unit may exceed twenty (20) gallons in capacity.
- b. Any aquarium kept in an owner's unit must be of a standard, commercially available type, and the aquarium must be kept on a stand appropriate to support the size and weight of the aquarium. The Association may determine in its sole discretion that an aquarium or a stand does not meet its standards.
- c. No aquarium kept in an owner's unit may be connected to a source of running water.

#### *2. Registration of Aquariums.*

- a. An aquarium must be registered before it is brought into an owner's unit.
- b. No aquarium may be registered pursuant to this policy unless the aquarium shall be used solely for fish and solely for fish that are commonly kept in an aquarium in a home. The Association shall determine in its sole discretion whether or not the fish proposed to be kept in an aquarium are fish that are commonly kept in an aquarium in a home. If the fish are not fish that are commonly kept in an aquarium in a home, the aquarium which the unit owner proposes to register shall not be registered.
- c. Any aquarium of two (2) gallons or less capacity need not be registered with the Association.
- d. All persons, including both unit owners and renters, must complete the following procedures to register an aquarium with the Association:
  - i. Bring to the Association Office a description of the aquarium, the stand for the aquarium, and the fish to be kept in the aquarium;
  - ii. Provide the Association with a copy of the unit owner's condominium owner's insurance policy referred to in General Pet Policy. above;
  - iii. Sign a Preliminary Aquarium Registration Agreement in the form provided by the Association;
  - iv. Pay the aquarium registration fee in accordance with the Association's current fee schedule;
  - v. After installation of the aquarium, permit the Association to inspect and photograph the aquarium; and
  - vi. Sign the Aquarium Registration Agreement in the form provided by the Association.

e. After registration of an aquarium, the Association may require the owner of the unit where the aquarium is kept to provide appropriate evidence that the unit owner is maintaining the insurance policy required under General Pet Policy and to provide that evidence within fifteen (15) days of a request to do so by the Association.

f. After registration of an aquarium, the Association may require the owner of the unit where the aquarium is kept to sign a new Aquarium Registration Agreement in the form provided by the Association and to do so within thirty (30) days of a request by the Association.

3. *Disposal of Aquarium Materials.* If materials from an aquarium are found in the sanitary drain of the building where the unit owner's unit is located, the materials will be presumed to have come from the aquarium in the owner's unit

**PETS: Unregistered Cat or Aquarium - Fine**

If a cat or an aquarium is being kept in an owner's unit in violation of the Association's Pet Policy, the owner will be given two options: (a) permanently remove the cat or the aquarium from the unit and from Meadow Creek, and permanently give up the privilege of keeping a cat or an aquarium in the unit in accordance with the Association's Pet Policy, or (b) pay a fine of \$500 and keep the cat or the aquarium, provided the cat or the aquarium is then properly registered in accordance with the Association's Pet Policy.

**PETS: Unauthorized Pet - Fine**

If a unit owner is found to be keeping or to have kept an unauthorized pet (a pet other than a registered cat or aquarium) at Meadow Creek, even for a short period of time, a fine of \$100 will be assessed against the unit owner per incident. Pet-sitting and visits by pets are expressly prohibited.