

MEADOW CREEK CONDOMINIUMS

Statement of Policy as of October 1, 2006

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.