

Collingwood Pointe at the Preserve



PETS

Resident (Owner and Occupant Responsibility)

In order to ensure that the rights of all residents are respected concerning animals living in the community, the Collingwood Pointe at the Preserve Board of Directors established a revised and updated policy as follows:

Collingwood Pointe at the Preserve By-Laws- Article 111 Section 2 (L)

Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (I) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets: and (ii) the right for an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants

Registration

All pets, including cats, must be registered with the Board of Directors. Should any change occur in pet ownership, such as the addition of a new pet or death of a registered pet, please notify a Board Member or Management Company the Vaughan Group.

Screening/Registration of Pet- Residents must complete a Pet Application Form before occupying the Unit with a pet. If the pet is a dog or a cat, a current photograph should be attached with the form. The property manager or board of directors will present a copy of the rules and regulations to the resident for review and signature to verify the rules and regulations have been received by the new resident.

Licensing & Vaccination Records

As required by Ohio law, all dogs shall be licensed by the Franklin County Auditor. Any resident with a pet shall possess proof that each pet has been vaccinated by a Vet and that the vaccination record for each pet is current and updated, including Rabies vaccines. If it becomes necessary, the Board of Directors has the authority to request proof of a pet's vaccination

record and to require the pet to be properly vaccinated if the records are not up to date for vaccinations.

I.D. Tags

I.D. tags with the pet owner's name, address, and phone number shall be displayed on pets at all times if they are outdoors. Dog licenses must be attached to the dog's collar.

Animals

No more than two household domestic pets, which may not be bred or maintained for commercial purposes, may be kept in any one Unit. Pets shall be limited to dogs, cats, birds and fish. This includes pet sitting for relatives and/or friends. No exotic pets of any type will be permitted including insects, reptiles, or other species of any animal.

Fair Housing Act ("FHA") applies to all residential housing within the United States. The Fair Housing Act supersedes the provisions of the Declaration, the Association's rules and regulations and Ohio law in some specific instances. Service animals must be permitted within the community, regardless of size, breed or type. In order to qualify as a service animal the animal must be trained to do work or specific tasks for the benefit of the disabled individual. Support or comfort animals, may be permitted with a proper and valid "reasonable accommodation" provided by the Board of Directors.

All animals, including cats, when outdoors, shall be attached to a leash not more than six (6) feet in length and must be supervised by a responsible individual physically able of handling the animal at all times. The leash must be held in the hand of the responsible individual physically able of handling the pet during the entire time when the pet is outdoors. Electronic or remote collars used to control a dog are not permitted as a substitute for a leash at any time. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Some examples of nuisance behavior for the purposes of this paragraph are:

a. Pets whose unruly or aggressive behavior causes personal injury or property damage (including injury to another pet).

b. Pets that make noise continuously for a period of 10 minutes or intermittently for several hours and unreasonably disturb any resident during any time of day or night

c. Pets in common areas that are not under the complete physical control of a responsible human physically able to handle the pet on a hand-held leash of no more than six feet in length or in a pet carrier.

d. Pets who relieve themselves on the exteriors of buildings, parking areas, asphalt, sidewalks or areas other than grass.

e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior towards other residents, guests, or other pets in the community

f. Pets who are conspicuously unclean or parasite infested (fleas, mites, etc.)

g. Pets who defecate and the owner does not IMMEDIATELY CLEAN UP AND DISPOSE OF THE WASTE. (This includes outdoors, indoors, and in any limited common element)

No pet shall be tethered outside on the lawn or in the Common and Limited Common Elements; including patio.

No animal pens or houses are permitted on patios or in the Common and Limited Common Elements.

Residents) must prevent pets from annoying others in the community due to noise, aggression issues, intruding on neighboring limited common elements, etc.

Residents are responsible for removing animal waste immediately, at the time of occurrence, from the Common and Limited Common Elements. When walking pets, residents must carry clean-up equipment, such as a "pooper scooper" and/or plastic bags to remove waste. Avoid exercising your pet in near others' units. Do not allow your pet to urinate on shrubbery, plants or flowers within the Common or Limited Common Elements.

Any damages done by pets are the responsibility of the Unit Owner, including pets associated with a rental Unit or non-owner occupied Unit. The Unit Owner is responsible for the damages or enforcement assessments related to rule violations associated with the Unit, whether such violations are caused by the Owner, tenant, resident of the Unit or other Occupant or guests.

Enforcement Assessments: Pet owners may be assessed an "enforcement assessment" for violation of these rules at the rate of \$25.00 for the first offense, \$50.00 for the second offense and \$75.00 for the third offense.. If, there are further violations or a pet has exhibited aggressive behavior towards another resident or pet, the owner will be provided written notification and the board may require the resident to permanently remove the pet from the community. The Unit Owner, whether the pet owner or not, will be responsible for "all costs" related to the Association enforcing the pet rules, including removal of the pet if necessary. "All costs" will include, but not be limited to, court costs, attorney and paralegal fees, and filing or recording fees. If the pet is not removed by the deadline provided in writing by the Board of Directors, a fine of \$50.00 per day will be chargeable to the Unit Owner, not to exceed \$2,000.00, and will be subject to normal collection procedures established by the Association, including lien and foreclosure.

Any variation from these policies must be requested on a Variance Form submitted to Vaughn Group/

Management Company and approved by the Board of Directors

Complaint Procedure. If a pet is a nuisance, the offended resident shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the offense continues, written details should be submitted to the Board (or Property Manager) explaining the offense, time, place, pet description, pet owner's name, address, etc. If the board finds the complaint to be legitimate after investigating the complaint, the pet caregiver will receive written notice of the violation.

If upon the 2 violations the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents. If so determined, the pet caregiver will have 30 days to remove the pet from the premises. The board of directors also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Right of Appeal. The Appeal procedure shall be the same procedure as with any other enforcement assessment or charge for property damages levied against a Unit owner, pursuant to Ohio Revised Code 5311.081(C). The Unit owner will receive a written violation notice with a statement as to the violation, amount of the proposed fine, a statement as to how the Unit owner can request a hearing with the board within 10 days of receiving the written violation notice, and a reasonable date by which to cure the violation if the violation can be cured.

If the Unit owner fails to timely request a hearing in writing, the Unit owner has waived his or her right to a hearing and the Board may immediately levy the enforcement assessment or charge. If the Unit owner does timely request a hearing in writing, the Unit Owner will be provided written notice of the hearing (date, time, and location) no less than 7 days before the hearing date. When the hearing is held, the Board of Directors will then provide written notice of the Board's decision to the Unit owner no less than 30 days from the date of the hearing.

All notices regarding the "right of appeal" and violation notices, shall be sent by one of the following methods: personal delivery, regular U.S. Mail or U.S. Certified Mail, or Return Receipt Requested. NO EMAIL NOTIFICATIONS ARE ACCEPTABLE UNDER THIS PROVISION.

Because certain types of animals and certain breeds are by nature more aggressive than others, they are more likely to cause personal injury or property damage. As a result, such types or breeds of animals may not be covered by homeowners' insurance policies and will be prohibited by the association.

Dogs that are prohibited will include mixed breeds from the following categories below:

Pit bull terriers

Staffordshire terriers

Rottweilers

German Shepard

Presa Canarios

Chow Chows

Doberman Pinchers

Akita

Wolf-hybrids

Mastiff

Cane Corsos

Great Danes

Alaskan Malamute

Siberian Husky

Recorded in the Book of Minutes on 01/03/2018

Signed: *Rick Calhoun*

Rick Calhoun

President - Board of Directors

Paul Hayes

Secretary- Board of Directors
