

TOWN HOMES AT
BEECHWOOD
CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 04-4
CONTROL OF PETS

WHEREAS, Article, II Section (h), Paragraph (6) of the By Laws grant the Board, "Officers of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and

WHEREAS, the Board deems it necessary to regulate and control household pets on the limited common area of the association

NOW THEREFORE BE IT RESOLVED that the following rules be adopted to regulate the control of household pets (dog, cat or ferret) in the common areas of the Association:

1. All pets being kept in the Association must be registered with the Association using the Pet Registration Forms provided by the Association prior to being brought onto Association property. Pets being kept in the Association will be limited to no more than two (2) per household. The maximum total number of pets within the Association is not to exceed fifty-four (54). If at any point the maximum number of pets within the community (54) is met a waiting list of association members requesting permission to have a pet may be established.
2. No pet will be kept within the Association without prior written consent of the Board of Directors. Permission to keep pets is at the discretion of the Board. All pet owners must be in "*good standing*" with the Association.
3. All pets are required to wear identification tags with at minimum the address of the unit where they reside listed.
4. Permission to keep a pet may be revoked by the Board at any time should the pet become a nuisance to its neighbor or in violation of any pet rule in force. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, subject to the complaints of two or more unit owners.
5. The Board reserves the right to restrict the weight, number and breed of the pets in its approval process. Breeds of dogs such as rotweillar, pit bulls, dobermans, shepherds, huskies, etc. are intimidating by nature and are automatically restricted. Any animal considered to be vicious, intimidating, or uncontrollable can be removed by a majority vote of the Board of Directors. A hearing by the owners in defense of the animal may be requested. The burden of proof of innocence is with the pet owner.
6. All approved pets must be kept in accordance with all local and state ordinances in force and as may be adopted. Local authorities, including the Animal Control officer, without regard to the Condominium's Covenants may enforce such ordinances.
7. Pet owners will hold harmless and indemnify the Association from any claim resulting from any action of their pet. Proof of individual liability coverage on unit will be required.
8. No pet may be kept, bred or maintained for any commercial purposes.
9. Any damage to the common area as a result of a pet will be the full responsibility of the unit owner, who will pay all costs involved in restoring any premise to original or new condition.
10. The unit owner of the pet will be liable for all costs should an animal have to be removed from the property, including any legal fees incurred. Such costs will be assessed to their unit owner.
11. Any unit owner who brings an animal onto the property for the purpose of "animal sitting" must first obtain written permission from an officer of the Association, giving specifics on breed, size, and length of time it will be on the property. No animal will be allowed to be boarded for more than 7 days. After 7 days a boarding fee of \$10.00 per day will be assessed to the unit owner.

12. Any unit owner who allows a guest to bring an animal into the property will be responsible for their actions. Any animal that is viewed to be vicious or intimidating must be removed from the property immediately on the request of any owner. Incidents should be reported to the Board of Directors, in writing, for action.

Pet Rules

- a. Pets will be kept inside the unit at all times, except when held or on a leash. Under no circumstances will the pet be allowed to roam free in the common or limited common areas. All pets must be under the complete control of the owner at all times.
- b. Only the pet described in the petition will be allowed on the premises. No additional or different pet is authorized.
- c. The Pet will be kept, maintained and licensed in accordance with the regulations of the state and local authorities.
- d. No animal may be leashed to any stationary object in the limited common areas or left unattended on limited common area.
- e. No animal is permitted to bark, howl or make other loud or disturbing noises at such a time as to disturb a neighbor's rest or peaceful enjoyment of their unit or the common elements.
- f. No pet owner may permit the animal to relieve itself in other than designated areas as established by the Board of Directors. Owners are responsible for the removal of the wastes of their animal from the common elements as not to abuse an offense to neighbors.
- g. An animal is considered to be out of control when it is more than 6 feet away from its owner, whether leashed or not. It is also deemed not under the reasonable control of the owner when the animal inflicts damage or injury by biting or jumping upon other residents or their guests, polluting vegetation, or by any other means without being a nuisance to the property or the property of anyone other than the owner.
- h. All animals requiring licensing must wear a collar to which the required license is to be secured.
- i. Pets not requiring pet occupancy permission from the Board, but allowed to be housed, such as birds, hamsters, etc., must be caged at all times to prevent escape into the common areas.

Penalties

No animal is permitted on the property prior to the Board consent, and any animal in violation of the provision is subject to a boarding assessment of \$10.00 per day. In addition to the boarding charge, a penalty of \$250.00 will be assessed against the unit, and this sum must be paid prior to submission of the Request for Pet Occupancy.

Unit pet owners will be subject to fines for violations at the rate of:
\$25.00 for the first offense
\$50.00 for the second offense
\$100.00 for the third offense or removal of the pet

The effective date of this policy is the February 1, 2004

This resolution is adopted and made a part of the minutes dated January 31, 2004

Attested:
Secretary, for the Board of Directors of
Beechwood Condominium Association

TOWN HOMES AT
BEECHWOOD
CONDOMINIUM ASSOCIATION

REQUEST FOR PET OCCUPANCY REGISTRATION

Under the provision of the Beechwood Condominium Association's Declaration requiring written consent to keep an animal within a unit of the Association,

I hereby petition the Board of Directors for permission to keep a house pet within my unit.

- New Pet Request, if granted permission to house a pet I will immediately acquire and mail to the Board a copy of the pets registration (if registration is required by the city of Nashua).
- Request for renewal, a copy of my pet's registration (if registration is required by the city of Nashua) is attached.
first year permission to house this particular pet was granted by the association _____

Owner _____

Unit Address _____ Phone _____

Animal Breed _____ Name _____

Spaded/Neutered _____ License No. _____

Weight at Full growth _____ Health _____ Color _____

Date _____ Signature _____

In consideration of permission being granted, I hereby agree to the following:

1. Only the pet described in this petition will occupy the premises. No additional or different pet is authorized, and this agreement is not automatically extended if the pet is lost or should the pet come to some other demise.
2. I have read and will adhere to the Pet Policy of the Association and hereby assume responsibility for the actions of my pet as to damages to the limited common areas. I agree to pay any fines assessed for violations of the pet rules.
3. I agree that my pet will be kept under my control at all times and will be restricted on a leash outside to limited common areas. Under no circumstances will I allow my pet to roam free within the Association.
4. My pet will be kept, maintained and licensed in accordance with the regulations of the Health Department of the City of Nashua and in accordance with the regulation of any and all other municipal bodies having jurisdiction.

5. I further agree that if my pet becomes annoying, bothersome, or in any way a nuisance to other unit owners I will upon written notice from the Board of Directors, remove the pet from the premises within 10 days. I also understand that if I do not adhere to the Board's demand that my pet will be removed, all costs to extricate the pet will be assessed to my unit, including any legal fees incurred.
6. Not applicable to seeing eye dogs or any other animals used with the handicapped.
7. I hereby hold the Board of Directors and the Association harmless for any action arising out of enforcement of the Pet Policy. I am insured and carry additional liability insurance on my unit and have advised my insurance company that a pet resides in the unit.
8. My failure to comply with the conditions, as set forth herein, automatically terminates consent of the Association, and upon 10 days notice from the Board of Directors placing me in violation of the Pet Policy, will subject me to a fine of \$10.00 per day that the pet is in violation or has not been removed from the property.

Dated this _____ day of _____

Signature of Unit Owner(s)

Decision of Board of Directors

Date Received by the Board _____ Date Reviewed _____

Action _____

Explanation of Action (if deemed necessary by the Board) _____

Signature of Secretary _____ Date _____

***Upon review of this application please mail a copy
to the unit owner for their records.***