

VILLAGE AT RIVERBEND CONDOMINIUM ASSOCIATION

Pet Policy

Adopted by the Board of Directors July 8, 2021

A. Only Unit Owners May Have Pets

Pets are defined herein and hereafter as dogs, indoor cats, fish, or birds. All other types of pets are prohibited. Tenants are never allowed to have pets in their unit at any time.

B. Permissible Pets Per Unit

No more than three (3) pets are permitted in a unit. Fish are excluded from this limit. If a unit owner has more than three (3) pets as of the adoption date of this policy, those additional pets, and those pets only, are grandfathered.

C. Grandfathering Provision

Owners of pet types and pet numbers excluded by the language of this policy, and tenants who had owner permission for pets prior to formal adoption of this policy by the Board of Directors, are exempt from restrictions on pet type, number of pets per unit, and tenant prohibition from having pets. These exemptions cease when an owner transfers ownership of a unit, when a rental agreement is terminated, or when an owner or tenant no longer has the pets covered by this grandfathering clause.

D. Screening/Registration of Dogs

Unit owners must register their dog(s) by September 1, 2021, using the Association's Dog Registration Form. Registration must then be renewed annually. New dogs must be registered within seven (7) days of arrival at Riverbend. Failure to register a dog with the Board will result in a \$100 fine.

E. Additional Rules and Regulations

1. Pets shall not be kept, bred, or used for any commercial purpose.
2. All dogs must be registered with the town of Ashland or with an owner's primary town/city of residence.
3. Pets must be confined to the pet owner's unit and must not be allowed to roam free; dogs and cats taken outdoors must be on a handheld leash at all times. No pet may ever be tethered on Common or Limited Common areas. Pets are not allowed in the pool area or tennis court enclosure at any time. Pets must never be left unattended

on patios, balconies, or decks. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

4. Pets shall be exercised on the outer rim road, marked dog walk areas, or on the lower fields and trails below the portion of the project containing buildings.
5. Pets must be taken to the marked dog walk areas for toileting. Pet owners must not allow their pets to relieve themselves indiscriminately on Common Area lawns. Pet owners must not, for their personal convenience, permit their pets to regularly and habitually urinate or defecate on Common Area lawns and mulched areas directly outside or adjacent to the pet owner's unit. Pet owners may never allow their pets to relieve themselves on patios, balconies, or decks. Pet caregivers are required to keep all Common Area lawns free of solid pet waste and therefore persons who walk pets are responsible for immediately cleaning up after their animals in all areas, including the dog walk area, which includes both grass and wooded areas. Pet waste must be securely bagged and discarded in the trash disposal containers. Cat litter may not be disposed of in toilets. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets.
6. Pet caregivers are responsible for any damage caused by their pets in any Common or Limited Common area. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of 15 minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
 - c. Pets in Common areas who are not under the complete physical control of a responsible human companion and on a handheld leash of no more than six feet in length or in a pet carrier.
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - e. Pets who are conspicuously unclean or parasite infested.
8. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 consecutive days in any one-year period without prior written permission of the Board of Directors.
9. Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s). It is the owner's personal responsibility to carry sufficient liability insurance to cover personal injury or property damage caused by their pet(s).

F. Enforcement

Any resident or managing agent personnel observing an infraction of any of these rules may discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. Otherwise, the complaint must be put in writing, signed, and presented to the Board of Directors. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation. The Board of Directors also has the authority to assess and collect fines for violations of the Association rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

1. 1st Violation – Warning from the Association
2. 2nd Violation – \$50 FINE
3. 3rd Violation – \$100 FINE
4. 4th and any subsequent Violation – \$150 FINE

Following a fourth violation 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 community and its residents. If so determined, the pet caregiver will have 30 days to remove the pet from the premises.