Pioneer Village II

Clarification of Section 5 Pet Restrictions Covenant Enforcement Policy and Procedure

BE IT RESOLVED, the Association hereby adopts the following procedures to be followed for enforcing policies rules and regulations and other governing document of the Association.

1. Scope:

To further define acceptable community standards regarding pets:

To add clarification to Pet Restrictions under the Association's Declarations, Section 5. D & E.

- (D) No Pet will be permitted outside the residence unattended and all pets shall be on a leash when outside, unless attended by the owner and in an enclosed space on the owner's property.
- (E) A small fence or enclosure is allowed if it is removable. Pets are allowed in the enclosure if they are attended.

2. Specifics:

Permissible pets: A total of 2 dogs, cats or one of each are permitted.

Non-Permissible Pets: Dog breeds named in the top 50% of the "dog breeds most often banned by home insurance companies" list: Pitbulls, Rottweilers, Dobermans, Chows, Wolf Hybrids, Presa Canario, Akita and others as added to said list. Pets currently living in the subdivision as of the date this policy is signed are legacied.

Rabbits, poultry, and all other domestic or exotic animals housed outside are not permitted in the subdivision.

Owner's responsibility: The owner of a pet shall be directly responsible for any damage or inconvenience caused within the community by the pet. The owner is responsible for controlling the behavior of the pet. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Aggressiveness or biting will not be tolerated.

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet waste droppings.

Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets.

Pet owners shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

<u>Service Animals</u>: Notwithstanding any other provision herein, disabled individuals may keep assistance animals. Furthermore, nothing herein shall hinder full access to the common areas by individuals with disabilities.

<u>Enforcement</u>: Violations may be observed by the Board of Directors, the management company, a committee member or reported via written correspondence through e-mail, fax, or mail service. The complaint must state specifically the violation observed, and if possible, a picture of the violation, and include who the violating party was, what was observed, the date, place and time of the violation and any other pertinent information such as license plate numbers etc.

If the board is in agreement with such complaint, the owner will receive written notice of the violation. If not corrected, fines will be levied according to the Covenant Enforcement Policy. Owners are responsible for any fines that may be levied against their property due to non-compliance of their tenants. The board may require the permanent removal of a pet if it is determined by the board to be a nuisance or a danger to the community. The board 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.

Non-payment of fines will fall under the Dues Collection Policy.

Voting rights will be suspended for any Owner who is or has been in violation of the CC&Rs in the previous thirty (30) days.

President's Certification: The undersigned, being the President of the Association, certifies that the Board of Directors of the Association adopted the foregoing resolution and in witness thereof, the undersigned has subscribed his/her name.

Pioneer Village II Homeowners' Association

President

Effective Date: