

WOODHAVEN CONDOMINIUM INC

AMENDMENT TO RULES

This Rule was adopted by the Board of Directors of Woodhaven Condominium, Inc. on the 19 day of January 2016 in accordance with Article 12 of the ByLaws.

RESTRICTION ON DOGS. Dogs are restricted as follows:

1. No dog is allowed on the Association property, including within units, unless it is of a gentle disposition. Notwithstanding, Pit Bulls, Rottweilers, German Shepherds, Akitas and Dobermans, are strictly prohibited at all times without exception;
2. Unit Owners are responsible for any damage and/or injury caused by their dog and/or a guest's dog.
3. No Unit may have more than one (1) dog, second dog may be allowed but must first be approved by the Board of Directors ONLY;
4. All permitted dogs shall be licensed by the City of Waterbury and a copy of each license shall be filed with the Property Manager;
5. All dogs shall have rabies shots, rabies tag and license tag;
6. The Unit Owner shall be responsible for, and shall indemnify the Association for, any claims, damages, liabilities or costs of any nature which may be asserted or sustained against the Association and/or members of its Executive Board and/or its Property Manager by reason, directly or indirectly, of actions of his/her dog; including any unauthorized dogs;
7. The Association shall have the right, subject to notice and hearing, to assess fines, in an amount determined by the Board, against a Unit Owner for any violation of this Rule. The Association, subject to notice and hearing, shall have the authority to order any dog removed permanently from the Condominium if the dog is a prohibited dog, a nuisance, or if a dog attacks or bites a person or another dog.
8. No dog outside the unit shall be left unattended. All dogs shall be on a leash of less than 12 feet long at all times. No dogs shall be curbed or tethered in any courtyard or close to any patio or deck.
9. All costs incurred by the Association in connection with enforcement of this Rule, including but not limited to court costs and attorneys fees, shall be assessed against the offending Unit Owner. A Unit Owner shall be responsible for a violation by his/her tenant and/or guest;
10. At its sole discretion, the Board may authorize exceptions to this Rule if a Unit Owner has a genuine medical need. Such authorization will be given by the Board following unit owner submission of a proper application and a certificate of need. Any such approval will be granted to the extent reasonably required to accommodate any such medical need or disability. If at any time the medical need no longer requires a dog, then the dog shall be immediately removed from the Unit and Association property;
11. Unit Owners with dogs must take reasonable measures to prevent the pet from causing a nuisance including, but not limited to, barking between 8:00pm and

6:00am. Unit owners shall be responsible for immediately cleaning up after their pets;

12. Units containing a dog as of the date of this Rule, shall be grandfathered. This means that any unit containing dog(s) may keep such dog(s) until and unless it causes or poses a threat to a person or property. Notwithstanding, if said dog is removed from the association property for 14 consecutive days the dog shall lose its status as "grandfathered" and shall not be permitted to return unless it complies with this Rule. An exception to this 14 day rule exists if any Unit Owner with a grandfathered dog, prior to removing the dog from the Association property, submits a writing to the Association stating his or her intent to return with the dog within 180 days and the approximate date of return. If said letter is received the dog may be removed from the premises for up to 180 days without losing its status as a "grandfathered" dog. Said letter must be received prior to leaving. Said "grandfather" status shall only apply to the dog(s) kept in the unit at the time this Rule is adopted by the Board of Directors. This means that a Unit Owner cannot replace the dog unless the dog complies with this Rule;
13. Any Unit Owner keeping a dog at the Association in accordance with this Rule shall provide proof of valid unit owner liability insurance;
14. Upon the fourth violation of this Rule the Unit Owner must remove all Dogs immediately and permanently.
15. Notwithstanding any provision of this Rule, no dog shall be allowed on the Association property, including within units, that is in or becomes a violation of the Association's Master Insurance Policy. Any increase in Association insurance due to dogs shall be assessed to the Unit Owner who owns the dog;
16. Notwithstanding anything to the contrary, the Board of Directors may Order any dog removed, at any time, for just cause.
17. All Unit Owners must comply with this Rule within 21 days of its adoption by the Board of Directors.
18. Any existing Rule of the Association concerning dogs is hereby repealed and replaced with this Rule effective on the effective date of this Rule.

Certified to be the dog rule adopted by Woodhaven Condominium, Inc., in accordance with State Law and Article 12 of the ByLaw, on this 19th day of January 2016.

WOODHAVEN
CONDOMINIUM ASSOCIATION, INC

By:  1/19/2016

Its President