



Beebe+Runyan Condominium Association

Animal Rules and Regulations

These Rules and Regulations are established by the Condominium Association ("Association") Board of Directors ("Board") in accordance with the Declaration of the Beebe & Runyan Condominium ("Declaration") to clarify provisions of the Declaration related to Animals housed in or visiting the Condominium.

Authority and Scope

Section 4.01(u) of the Declaration authorizes the Board to establish these Rules and Regulations. These Rules and Regulations shall not replace or supersede any provisions of the Declaration.

Sections 4.01(j) of the Declaration, as amended by Amendment 8 to the Declaration, define rules and restrictions on Animals that may be kept within Units and responsibilities for Animal owners while on the premises. These Rules and Regulations further clarify those restrictions and responsibilities, establish procedures by which Residents must register Animals with the Association, and establish a fine schedule for violations.

These Rules and Regulations supersede any other previously issued guidance, policies, rules, or regulations – except those defined in the Declaration as amended – related to animals and pets in the Condominium.

Definitions

- **"Resident"** refers to an Owner or Renter of a Unit, regardless of how often they occupy any Unit.
- **"Animal Owner"** refers to the party responsible for an Animal kept or brought into the Condominium.
- **"Animal"** refers to any species of animal, regardless of its status as a Pet or Assistance Animal.
 - **"Resident Animal"** refers to any Pet or Assistance Animal kept in a Unit for seven (7) or more days in a 1-year period.
 - **"Guest Animal"** refers to any Pet or Assistance Animal visiting a Unit for fewer than seven (7) days in a 1-year period.
- **"Pet"** includes any dog or cat allowed by the Declaration (as amended) to be kept in a Unit that is not classified as an Assistance Animal, regardless of how long the dog or cat resides in or visits the Unit.
- **"Assistance Animal"** refers to either a Service Animal or a Support Animal:
 - **"Service Animal"** follows the definition contained in the *Americans with Disabilities Act*, 28 CFR § 36.104, summarized as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. ... The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition."
 - **"Support Animal"** follows the definition contained in *US Department of Housing and Urban Development FHEO Notice #FHEO-2020-01*: "trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities"

Rules and Regulations

1. All provisions of the Declaration related to Animals and Pets in the Condominium, especially those contained in Section 4.01(j) as amended, remain in effect even if not explicitly mentioned below. These Rules and Regulations clarify and extend the restrictions established by the Declaration.
2. Unit Owners may keep a maximum of two (2) cats OR one (1) dog and one (1) cat as Pets in their Unit.
 - a. No other types of animals are permitted as Pets.

- b. Renters may not keep any Pets in their Unit.
 - c. Properly documented Assistance Animals may be exempt.
 - d. For Units that have been physically altered to create one contiguous space by removing any part of the structures separating the Units, this maximum applies to the combined contiguous space.
3. Animals may only be kept in Units that are occupied by people as a residence.
 4. Pets are not permitted in any part of the Common Elements except for immediate transportation to and from the Unit and must be leashed or carried during such transportation.
 5. Animal Owners shall promptly notify condo management staff of any Animal-related accidents in the Common Elements that may require additional cleaning, such as waste or vomit on carpet.
 6. Animal Owners shall be responsible for ensuring that any Animal under their responsibility does not create, in the sole judgement of the Board, a nuisance, unreasonable disturbance, or excessive noise.
 7. Each Resident Animal must be registered with the Association within 5 business days of the Animal's arrival.
 - a. The Animal Owner shall submit a *Resident Animal Registration Form*, available from the Online Portal or from the Condo Manager, for each Resident Animal.
 - b. As part of this registration, the Association may request proof of vaccination and city registration for each Resident Animal and may request limited reasonable documentation pertaining to Assistance Animals.
 8. Guest Animals are not required to be registered with the Association but are subject to all other requirements and restrictions contained herein and within the Declaration.
 9. These Rules and Regulations remain in effect until suspended, superseded, or revoked by the Board.

Violations and Fines

1. Having determined that a violation of these Rules and Regulations has occurred, the Board or Condo Manager shall notify the Unit Owner responsible for the Animal, whether Resident Animal or Guest Animal, related to the violation.
 - a. Such notification shall be sent via email or other written means to the Unit Owner's address on file.
 - b. If the violation resulted in damage to any Common Elements, such notification shall specify the cost to repair such damages, which shall be added to the Unit Owner's account and payable at the start of the following month with the Unit Owner's Regular Assessment.
2. Upon such notification, Unit Owner must, within ten (10) calendar days, remedy the violation or submit a written protest of the violation to the Board.
 - a. Failure to remedy the violation within ten (10) calendar days, submit a written protest within ten (10) calendar days, or remedy the violation within ten (10) calendar days of a denied protest will result in a fine of \$25 per violation being assessed to the Unit Owner's account for each day the violation remains unremedied, beginning on the eleventh calendar day after notification of the violation or of the denied protest.
3. If further violations by the same Animal Owner continue, the Board may require permanent removal of the offending Animal(s) from the Condominium, regardless of previous remedy or fines.