

**AMENDED ADDENDUM TO LOCHWOOD II CONDOMINIUMS RULES & REGULATIONS
PET POLICY EFFECTIVE 7/1/2021**

“PET” is defined as any domesticated dog, cat, bird, aquatic animal kept in an aquarium, or other animal agreed on by the HOA and the unit owner.

The provisions added herein are adopted to serve as a guide associated with pet owners.

- A. Pets weight is limited to 25 lbs. This is considered to be a small breed. Some small breeds as they grow older sometimes get larger. They are still considered a small breed and are acceptable.
- B. Pets shall not be kept to breed or used for any commercial purpose.
- C. Pets must be confined to the pet owner’s unit and not allowed to roam free.
- D. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in designated trash areas.
- E. Pet owners are responsible for any damage caused by their pets. 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.
- F. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Due to space available to house and walk pets, a limit of two (2) pets per unit is mandated.
 - 1. Pets whose unruly behavior causes personal injury or damage.
 - 2. Pets who make noise continuously period (more than 10 minutes). Unreasonable disturbance intermittently day and/or night.
 - 3. Pets in common areas who are not under the physical control of a responsible owner and on a leash or in a pet carrier.
 - 4. Pets who relieve themselves on walls or floor in common areas.
 - 5. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - 6. Pets who are conspicuously unclean or parasite infested.
- G. Residents are responsible for the pets of guest who visit their unit: such pets are subject to the same restrictions as resident pets.
- H. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).
- I. Any owner who rents/leases their unit are liable to enforce all rules and regulations of the Association.

ENFORCEMENT:

Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the HOA Board and/or managing agent. If the Board is in agreement with such complaint, the pet owner will receive a written notice of the violation.

If the violation remains unresolved, arrangements will be made for a formal hearing. Should the complaint involve personal injury and/or property damage, the Board may require removal of the pet. The Board has the authority to assess and collect amounts necessary to repair or replace damage areas or objects.

Enforcement of the dog weight is effective immediately. Resident's living in said units effective 4/1/2021, will have their pet(s) grandfathered in.

The grandfather clause is made part of this Addendum to Lochwood II Condominiums Rules & Regulations. Residents already in non-compliance as of 4/1/2021 will be grandfathered in. Expiration of the grandfather clause will expire at the time the pet permanently leaves the residence or property is transferred to another owner.

FINES AND FEE:

Residences may be fined for any violation reported and verified. This is considered your oral and written warning.

LOCHWOOD II HOA BOARD
Policy effective 7/1/2021