

**The Summit Condominium Owners Association  
Policy Resolution  
Pet Policies**

Regulating the keeping and maintenance of pets

GIVEN THAT Article 4, section 4.10 of the bylaws provides in applicable part that, "The Board of Directors, for the benefit of the owners, shall have the following powers and duties: To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the condominium project, including the common elements, and to amend such administrative rules and regulations from time to time as the Board deems advisable."; and

GIVEN THAT Section 35 of the Rules and Regulations of the Summit Condominiums sets forth certain requirements and restrictions regarding animals and subjects the keeping of animals to such further rules as may be promulgated by the Board; and

GIVEN THAT the Board deems it necessary and desirable for the health, safety and welfare of the Members to establish certain policies and procedures to implement the provisions of section 35 of the Rules and Regulations of the Summit Condominiums,

NOW, THEREFORE, the Board resolves that the following policies and procedures regarding pets be, and hereby are, adopted:

**I Permitted Animals**

- A. Only dogs, cats or other traditional household pets are permitted. Under no circumstances may any exotic pets, such as birds or snakes and other reptiles or any large or dangerous breed of dog, commonly known as an aggressive breed, such as, but not limited to, Dobermans, Rottweilers, Pitbulls or any other breed as determined at the sole discretion of the Board be permitted on any portion of the Condominium property. The Board reserves the right to limit the number of pets per unit and to limit the size of said pets.

**II Pet Registration**

- A. The purpose of pet registration is to aid in identifying a pet and its owner in case of injury to the pet or another animal or person, or in case of a violation of the Governing Documents, and to aid in the return of missing animals.
- B. All pets having access to the common elements shall be registered with the Association using a Pet Registration Form contained in "Exhibit A" to this Resolution.

- C. All pets having access to the common elements shall wear a pet ID tag to further identify the pet as explained in paragraph "A" above. Pet ID tags shall be issued by the Main office and are to be affixed to the pet's collar. Pet ID tags include the Summit phone number to aid in the return of missing animals.
- D. The Registration Form shall be submitted to the Board secretary in care of the Summit Office. The address is now:
- The Summit Condominiums  
The Summit Office  
2301 Veterans Memorial Parkway  
Tuscaloosa, AL 35404
- E. Registration with the Association is in addition to, not in lieu of, registration required by Tuscaloosa County. It is the responsibility of pet owners to properly inoculate and register their pets as required by local ordinance. Registration with Tuscaloosa County does not eliminate the need for registration with the Association.
- F. While the Association reserves the right to charge a pet registration fee in the future if such becomes necessary to offset expenses incurred to implement this Resolution, no such fee shall be charged at this time.

### **III. Pet Rules**

1. Members shall not permit their pets to become a nuisance by virtue of the size of the pet, number of pets, the behavior of the pets, the conditions in which they are kept, or sounds they make. The Board reserves the right to limit the number of pets, and the size of each pet, per unit.
2. Pet owners are responsible for and shall immediately pick up and remove any solid waste deposited by one of his or her pet. Failure to do so will result in fines as listed below. Please be considerate of your neighbors. Pet wastes and odors shall not be permitted to accumulate in units so as to create unsanitary conditions.
3. No pet shall be permitted to bark, howl, whine, or make other noises for such a time as disturbs neighbors' rest and enjoyment of their home.
4. No pet shall be left unattended on a balcony unless some one is present at the condominium unit. No pet shall be left unattended on a balcony for extended periods of time or when owner is not at home.
5. No pets are permitted to run at large. When outside of the resident's unit, a pet must be on a leash which enables close control of the pet.
6. No animal may be leashed or tied to any object on the Common Elements.
7. Pet owners are fully responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.

8. Pets may not be kept or maintained for commercial purposes.
9. All pets having access to the common elements must be registered and inoculated as required by law.
10. Cat litter must be disposed of in a tied plastic bag and placed directly in the garbage container at the south end of the complex.
11. Owners who lease their property shall obtain from the lessee a written agreement (whether on the lease form itself or in a separate document) to abide by these rules and shall submit a copy of that agreement to the Association Manager. It is the responsibility of the unit owner to deliver a copy of these pet rules and policies to the lessee and to communicate to the lessee the consequences associated with failure to abide by these rules. Additional copies of these pet policies and rules can be obtained at the Summit Office referenced above.
12. In all of the above, the words pet owner, unit owner, resident or member shall mean the applicable party who is governed by these rules, regulations, policies and penalties, whether it be the owner of the unit or the tenant residing in the unit or both.

#### IV. ENFORCEMENT

- A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies pursued by the Association. The Association may enforce its penalties independent of remedies pursued by the locality.
- B. The fine scale for not registering your pet and other infractions are as follows:
  1. The registration form delivered to the unit's owner shall be considered first notice and no fine is due you if the animal is registered **within 15 days** of delivery of the registration form.
  2. Second written notice/warning from the management office: Registration form due immediately upon receipt of notice, plus a **\$100 fine** is added to the owner's monthly assessment if animal is not registered **within 15 days**. If the Registration form is not received **within 30 days** of the "second written notice/warning" then a **\$200 fine** shall be added to the owner's monthly assessments for this continued failure to register. This **\$200 fine** will continue to accrue to each monthly assessment until pet(s) is registered.
  3. Third and final written notice/warning from management office (via certified mail and door drop): **Permanent removal of pet(s)** from the premises.

**Non-owners** who are leasing the unit will be subject to an additional **fine of \$200** per month for failure to register their pet(s) as provided for within the written lease which will be added to the monthly lease payment and/or deducted from the tenants deposit at the termination of lease.

Failure of a pet owner to immediately pick up and remove any solid waste deposited by his or her pet shall result in a **fine of \$50** per incident. This fine shall be added to the unit owner's monthly assessment and/or be deducted from the tenants deposit at the termination of the lease.

If a dog or any other animal becomes a disturbance to the Condominium Unit Owners by barking or otherwise, the owner of the pet must cause the problem to be corrected, or if it is not corrected, the pet owner, upon written notice by the Association, will be required to pay a **fine of \$10 per day** for each day that the disturbance continues and ultimately may be required to permanently remove the animal from the premises.

#### **V. INDEMNIFICATION**

Any person who keeps or maintains a pet on the property shall bear full responsibility for that pet and shall be deemed to have indemnified and agreed to hold free and harmless the Association, the Managing Agent, each Member, Owners and Occupants of each unit, and the Declarant from any loss, claim, or liability of any kind or character whatever by reason of keeping or maintaining such a pet within the property.