

**PET RULES & REGULATIONS  
RIVERWALK AT LOON CONDOMINIUM**

**Section 1. GENERAL RESTRICTIONS**

(a) The maintenance, keeping as pets, boarding and/or raising of animals any kind, including without limitation dogs, cats, birds, reptiles, fish, and rodents, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping by an Owner of one orderly domestic dog with the advance written approval of the Executive Board, is permitted in a limited number of units designated in the Condominium Declaration, Bylaws, Rules and Regulations as “pet-friendly,” subject to compliance with the Bylaws, the Rules and Regulations and further regulations adopted by the Executive Board and otherwise as required by applicable laws, codes, and ordinances.

(b) Pets must be leashed and physically restrained at all times when they are outside of the Unit.

(c) Keeping or maintaining of pets for commercial purposes or for breeding is prohibited.

(d) The following aggressive dog breeds are prohibited (“**Restricted Breeds**”): Akita; American Staffordshire Terrier (a.k.a. Pit Bull); Bernese Mountain Dog (a.k.a. Bernese Cattle Dog); Canario (a.k.a. Pressa Canario); Chow Chow (a.k.a. Chow); Doberman Pinscher; German Shepherd; Great Dane; Huskies (including American, Eskimo, and Greenland Huskies but not including Siberian Huskies); Karelian Bear Dog (a.k.a. Laika); Malamute (a.k.a. Alaskan Malamute); Mastiff; Rhodesian Ridgeback; Rottweiler; Saint Bernard; and Staffordshire Bull Terrier (a.k.a. Pit Bull); provided however, that service dogs are exempt from the foregoing prohibition regardless of breed. The Association may further regulate or exclude from the Condominium additional specific breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium. All permitted dogs will not exceed a weight limit of 75 pounds without a special exception granted in writing by the Executive Board prior to entry.

(e) All residents of the Condominium who keep dogs of any kind are required to provide to the Association (i) current written evidence of required vaccinations and inoculation(s) issued by a veterinarian, (ii) written evidence of dog breed identification issued by a veterinarian, (iii) a copy or evidence of current municipal dog license registration, in such form and content as may be reasonably required by the Association. Annual renewal of all items listed in section (e) will be required and notification will be given to the owner through the Executive Board.

**Section 2. PET REGISTRATION**

All pets shall be registered with the Association Office and shall otherwise be registered, licensed and inoculated as required by law. Pet registration forms shall be available at the Association office or with the Executive Board (the “**Board**”). The Association may require all pets registered with the Association to wear an identification tag whenever they are outside of the Unit, with such corresponding owner, unit, and pet identification information as required by the Association.

**Section 3. ASSOCIATION FEE AND ADDITIONAL CLEANING FEE**

The Association may establish reasonable pet registration fees from time to time for annual or periodic registration of pets as determined by the Association. The Association may also assess a pet surcharge in addition to the normal unit cleaning fee at the end of each of the pet owner’s use periods.

#### **Section 4. NUISANCE.**

A pet may be owned and maintained by an Owner so long as it is in compliance with the Rules and Regulations and is not a nuisance and does not unreasonably disturb other Owners, guests, or invitees. Pet actions and/or conditions which may constitute a nuisance include, but are not limited, to the following:

- (a)** Abnormal or unreasonable crying, barking, scratching, making or causing other noises of sufficient volume to unreasonably disturb other residents.
- (b)** Damaging property, soiling, urinating or defecating in a unit or upon the Common Elements (other than urinating or defecating in designated exterior pet areas) or otherwise being in a hygienic condition that is offensive to other Owners or guests.
- (c)** Molesting, attacking or interfering with the freedom of movement of persons in the Limited Pet Friendly Common Hallways, or in any other manner, creating a dangerous situation or contacting other Owners or their guests or invitees in a manner that is dangerous, harmful, offensive or contrary to express instruction or request of such other Owner or Guest.
- (d)** Attacking other pets or contacting other Owners' pets in a manner that is dangerous, harmful, offensive or contrary to express instruction or request of such other Owner.

Violations under subsections (c) and (d) of this Section 4 are herein referred to as "**Pet Safety Violations**".

#### **Section 6. OWNER RESPONSIBILITY**

- (a)** Pet owners assume fully responsible and are strictly liable for any property damage, injury, or disturbance their pet may cause at the Condominium.
- (b)** Any Owner who keeps or maintains any pet upon any portion of the property shall indemnify and hold harmless the Association and each other Owner from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
- (c)** Housekeeping and Maintenance will be restricted from entering any unit unless the owner is present in the unit with the pet or the owner has alerted the front desk that the pet has been removed from the unit.

#### **Section 7. RESTRICTED AREAS**

- (a)** Due to potential health risks or problems of some Owners or their guests, tenants, or invitees (i.e., allergy or phobia), it is strongly recommended that all pet owners use the East end stairwell when moving pets between floors. Entry or exit of all pets will take place through the entry on the East end of the building into the corresponding designated Pet Friendly Unit areas and Common Hallways.
- (b)** Pets shall not be permitted (either on leash or carried) in the storage areas, public rest rooms, restaurant, retail shops, Owners Club Room, pool area, spa area, fitness area or such other areas as may be designated as "no pet" areas as determined and proscribed by the Executive Board in its discretion.

(c) Pets shall not be permitted in Pet Designated Common Hallways unless accompanied by an adult and unless carried or leashed. The leash shall be of a length that ensures the pet is under full control at all times. No pet shall be left unattended upon the Common Elements or shall be leashed to any stationary object thereon. All individuals walking pets upon the Common Elements must promptly clean up their pets' droppings and waste in all areas and dispose of the droppings and waste in designated pet waste receptacles.

(d) The above area restrictions shall not apply to service animals. These animals may accompany their owner to any areas of the Condominium where the animal's owner is permitted.

## **Section 8. ENFORCEMENT**

(a) The Association and/or its Managing Agent shall have the sole authority and responsibility for enforcing compliance of these Pet Regulations. Violations shall be determined by the Executive Board in its sole discretion based upon either (i) notification by any officer or Executive Board member to the Executive Board, or (ii) a written report of violation (“**Pet Violation Report**”) to the Executive Board made by an Owner on a form as shall be proscribed by the Executive Board. When a Pet Violation Report is filed, the Association shall notify the pet Owner thereof. Upon determination by the Executive Board that a violation of these Pet Regulations has occurred, the Executive Board shall give written notice thereof to the Owner of the pet that is the subject of the violation (the “**Pet Violation Notice**”).

(b) In the event of a violation of these Pet Regulations, the Association shall have the right to take any enforcement actions, remedies, or measures against the violating Owner and pet as allowed by the Condominium Declaration, Bylaws, Rules and Regulations, the New Hampshire Condominium Act, or otherwise under applicable New Hampshire law, statutes, regulations, or ordinances. The foregoing rights and remedies shall include, without limitation, (i) the right to impose fines pursuant to the New Hampshire Condominium Act; (ii) the right to require the removal of the pet from the Condominium; (iii) the right to suspend Association rights or privileges of any Owner that fails to pay any assessments levied pursuant to these Pet Regulations as more particularly provided in the New Hampshire Condominium Act; (iv) the right to file complaints or reports to local law enforcement authorities or related animal control officers concerning the violations; and (v) any remedies available pursuant to New Hampshire’s Dangerous Dogs statute.

(c) In the event of a violation of these Pet Regulations, a Pet Violation Notice shall be given to the Owner of the pet describing the violation, the amount of any fine imposed, and any other action, enforcement measure, or remedy determined or required by the Association. A Pet Violation Notice shall be deemed to have been duly given and effective on the date of service if served personally on the party to whom such notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to such party in accordance with the then current address and contact information on file with the records of the Association. Within ten (10) days of the effective date of the Pet Violation Notice as described herein, the Owner shall have the right to deliver a request in writing to the Executive Board for an opportunity to be heard with respect to the Pet Violation Notice, the grounds therefor, or any fines or enforcement measures, actions, or determinations described therein, and upon such hearing Executive Board may decide, in its sole discretion, to reconsider, modify, amend, or rescind any portion or all of such fines or enforcement measures, actions, or determinations. If a hearing is not so requested by the violating Owner with such ten (10) day period, the determinations of the Association contained in the Pet Violation Notice shall be deemed final, and any fines imposed in the Pet Violation Notice shall be due and payable on the date immediately following the expiration of such ten (10) day period.

(d) After a third violation determination, the Executive Board shall require the immediate and permanent removal of a pet. In the event that the Executive Board shall require the removal of a pet in accordance with these Pet Regulations, the Executive Board shall, subject to subsection (f) below, give thirty (30) days advance written notice to the Owner of the Pet of the date upon which the pet must be removed from the Condominium.

(e) With respect to any fines imposed by the Association hereunder, the amount of the fines shall be **\$50.00** for a first violation, **\$100.00** for a second violation and **\$150.00** plus mandatory permanent removal of the pet for a third violation. Each day or occurrence that a violation is continued or repeated after the effective date of the Pet Violation Notice shall constitute a separate and distinct violation of the Pet Regulations, as determined by the Board. Non-payment of fines imposed in accordance with the foregoing procedure is also grounds for requiring permanent removal of the pet.

(f) Without limiting any of the foregoing enforcement rights or remedies of the Association under these Pet Regulations, the Association may require the immediate and permanent removal of any pet at any time if such pet is determined by the Board to be necessary to protect the health, safety and/or welfare of the Association, the Owners, guests and/or employees, or the property of the Condominium.

(g) The Association may amend or supplement these Pet Regulations from time to time by resolution of the Executive Board acting in accordance with the Bylaws and Declaration of the Condominium.

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|---|---------------|----------------|---------------|
| _____<br>RiverWalk Unit Owners Association<br>(Duly Authorized) | _____<br>Date | _____<br>Owner | _____<br>Date |
|   |               | _____<br>Owner | _____<br>Date |