

## DANIEL'S LOFT OWNERS ASSOCIATION DOG POLICY

The Board of Directors of Daniel's Loft Owners Association (herein the "Board") has determined that it is in the best interests of the Daniel's Loft Owners Association (herein the "DLOA") and its Members, for the Board to adopt this DLOA Dog Policy, in conformance with Section 7.5 of the CC&Rs which gives the Board the authority to control, restrict or completely eliminate pets from the Daniel's Loft Condominium Common Areas and Units. The Board has therefore adopted the following DLOA Dog Policy (herein the "Dog Policy") for the Residential Units (herein referred to as "Unit") of the Daniel's Loft Association. This Dog Policy is effective commencing on January 15, 2018, unless and until amended or modified in writing by the Board.

### DOG POLICY

1. Subject to the provisions, requirements and limitations set forth in this Dog Policy, no dog is allowed in the Units, Common Areas or Limited Common Areas except for the following: (a) Each Unit that is occupied by a Unit Owner may have one domestic dog which is a pet of the Unit Owner, which weighs no more than 40 pounds and which is registered with DLOA on its list of authorized dogs (currently the list of authorized dogs is maintained by Wylene Carol), (b) Tenants residing in a Unit who had a dog on January 1, 2018 and who are registered with DLOA and who sign an agreement to abide by this Dog Policy, (c) Owners may have a guest visit with a dog for up to 48 hours, so long as the Owner agrees to comply with this Dog Policy and does comply with this Dog Policy and (d) Dogs are allowed to live in or visit the Units as required by applicable federal, state or local law, and Section 12 below.
2. Tenants, guests, invitees and others may not bring dogs to the Units, Common Areas or Limited Common Areas, except as required by applicable federal, state and local laws, and Section 12 below, and as set forth in Section 1 (b) above.
3. Dogs must be on a leash and attended to by the dog owners at all times when outside of a Unit and within the Common Area and the Limited Common Area. Dogs are not allowed in any hallways, Common Area or Limited Common Area unless the dog is on a leash and attended to by the dog owner, and solely for the purpose of leaving or returning to the Unit in which they live. If a dog is not on a leash and is outside of a Unit and within the Common Area or Limited Common Area, the Unit Owner shall receive a written warning for the first violation of this policy and a fine of \$50 per instance thereafter. If a dog is off leash in a Common Area or Limited Common Area on more than 3 occasions in one year, the DLOA may give notice to the Owner that the dog must be permanently removed from the Unit and the dog can no longer live at or visit the Unit, subject to applicable federal, state and local laws.
4. Dogs living in a Unit must be no larger than 40 pounds. No dangerous or potentially dangerous dog breeds (including but not limited to, pit bulls, pit bull mixes, Rottweiler's, Chows, Akitas, Wolf hybrids and Mastiffs ) are allowed anywhere within the Units, the Common Areas or the Limited Common Areas, except as set forth in Section 1 (b) above. Additionally and without limitation, a dog is deemed a dangerous dog if it has bitten or does bite a human being, and such a dog must immediately be removed from the Daniel's Loft condominiums and cannot be present in any Unit, Common Area or Limited Common Area thereafter.

5. Dogs may not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of other Units or the DLOA. Barking dogs that disturb the peace and quiet of other residents must have a dog bark collar placed on the dog that causes the dog to stop barking or the barking dog must be removed permanently from the Unit and the Common and Limited Common Areas. Unit Owners who do not stop a dog from barking, which disturbs other residents, will receive one written warning, and will thereafter be fined \$50.00 per day until the barking stops. If the dog continues to bark even with a dog bark collar, and this is objectionable to other Unit owners or the Board, the dog must be permanently removed from the Unit and can no longer live at the Unit.

6. Any Unit Owner or Tenant as set forth in Section 1(b) above who has a dog in a Unit must walk the dog outside of the Daniel's Loft Owner's Association so that the dog can relieve itself outside of the Units, Common Areas and Limited Common area. Unit Owners whose dog causes damage to any Unit, Common Area or Limited Common Area (or whose tenants' and/or guests' have dog which cause such damage) is responsible for cleaning up dog pee and dog feces (poop), in the Common Area, Limited Common Area, and any other areas where there is an odor, and the Unit Owner is responsible for the cost of repair and maintenance of any damage to the property of the DLOA or to other unit owners by such dog. No dogs are allowed on any part of the roof, even if there is a roof deck serving their Unit, and under no circumstances are dogs allowed to urinate or poop on any part of the roof or roof deck, as that will damage the roof. The Unit Owner will be responsible for any and all damage to the roof, roof deck, patio deck and building, including but not limited to the costs of all repairs caused by the dog urinating, pooping or walking on the roof, roof deck or deck. Unit Owners who do not clean up dog urine or feces in the Common Area and Limited Common Area will receive one written warning and will thereafter be fined \$50.00 on the next occasion and then \$100.00 per day on each occasion where the dog urine and droppings are not picked up and cleaned. Unit Owners who allow their dog on a roof deck will receive one written warning and will thereafter be fined \$50.00 on the first occasion and then \$100.00 per day on each occasion that the dog is on the roof deck or until the offending conduct stops. For clarity, Unit Owners may not allow their dog to pee or poop in the Common Areas, even if this occurs just because the dog becomes excited. If any of the conduct described in this Section 6 continues, the dog must be permanently removed from the Unit and can no longer live at or visit the Unit, subject to applicable federal, state and local laws.

7. Unit Owners may not allow their dog to jump on other people when in the Common Areas or Limited Common Areas at DLOA. Any dog in the Common Areas which repeatedly jumps on other people, is subject to permanent removal from the Unit by its Owner.

8. The Board may deny the privilege of keeping a dog on the condominium premises to any Unit Owner or other person who violates the above rules more than three (3) times in any consecutive 12 month period.

9. Unit Owners will be responsible for any damages to their Units, the Common Area, other Units and the Limited Common Areas, including but not limited to the roof, decks and walls, caused by their dog, and the dogs of their tenants, guests and invitees.

10. Unit Owners who have or keep a dog in their Units or whose tenant or guest has a dog in their Unit (if required by federal state or local law), shall defend, indemnify and hold the Association harmless (including all attorneys' fees and costs) from and for the actions of the dog, including but not limited to for any personal injury and property damage caused by the dog and any dog of their tenants and guests.

11. No dog shall be bred, raised or kept upon the Common Areas, Limited Common Areas or any part thereof.

12. It is the intent that this Section 12 is in compliance with federal, Colorado state and local law. If a resident, whether an Owner, tenant or guest requests that the individual be allowed to bring a dog to or keep a dog at any Unit in Daniel's Loft due to a disability, the DLOA will require that the resident provide a letter from a medical professional specifically stating that the person has a disability as defined by applicable law and that the specific animal is trained and works for the benefit of the disabled person to assist with the disability. All service animals must be registered with the DLOA on a list of authorized dogs currently maintained by Wylene Carol.

13. If an Owner receives notice from the Board that a dog must be removed from the Unit pursuant to this Dog Policy, the Owner shall either remove the dog within ten days of notice, or the Owner may give written notice to the Board requesting a hearing before the Board. A majority of the Board shall conduct a hearing within twenty days following receipt of the request for a hearing, at which the Board will provide the information upon which it based its decision and the Owner may provide a testimony or information as to why the dog should not be removed from the Unit. The Board shall make a decision in its sole and absolute discretion as to whether the dog should be removed from the Unit either at the hearing or promptly thereafter. The Owner shall then remove the dog within ten days of this notice from the Board if the Board's decision was that the dog must be removed.

14. Any Owner or Tenant pursuant to Section 1(b) above who desires to have a dog in a Unit, shall sign an agreement that the Owner has read, received and understands this Dog Policy and agrees to abide by this Dog Policy.

14. All applicable federal, Colorado state and local laws, rules, regulations and statutes, governing pets, condominium, condominium associations and disability shall control pets residing in and visiting DLOA.