

BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION
PET POLICY AND REGISTRATION

STATEMENT OF VALUES

The Association wants to encourage homeowners to value and enjoy their homes with their pets. We believe that pet owners should be given every opportunity to pursue their interests, consistent with the rights of their fellow property owners. By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant, and well-maintained property is best achieved.

In keeping with this philosophy and after carefully considering all the interests involved, we have adopted a pet policy that will allow residents committed to responsible pet ownership to have a dog. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept on the property and will be strictly enforced.

This policy does not apply to Assistive Animals that reside in or visit the premises. It does not limit or impair the rights of persons with disabilities, or affect any authority the Association has under other legal provisions to regulate animals that assist persons with disabilities.

PET REGISTRATION POLICY

If you wish to have a dog on the premises of Black Creek Sanctuary Condominium Association, even for a brief visit, you must have previously registered your pet with the Association. Unregistered dogs will be subject to a \$100 fine for each month the dog is unregistered. Registration information and forms are available on Property Management Services of New Jersey website. Dog Owners must apply and shall provide, with the

application: (a) description of pet accompanied by a digital picture of the dog, (b) certificates of spaying or neutering of dog and the inoculations required by law, (c) a copy of the current license required by law, (d) the name and phone number of a contact person who can be called upon to care for the pet in an emergency, and (e) a pet fee of fifteen dollars (\$15) in the form of a check, cash or money order made to Black Creek Sanctuary Condominium Association.

NUMBER OF PETS ALLOWED

One (1) dog or, if “grandfathered”, two (2) dogs may be maintained within each unit. In addition, any grandfathered dog is also grandfathered as to its weight, provided that no grandfathered dog exceeds 75 pounds.

Residents shall not maintain more than one (1) dog in any unit. In no event shall more than one (1) dog be maintained within any unit. This restriction shall not apply to any other or excess (“second”) dog per unit maintained as of the Effective Date. Once any excess dog dies or is no longer housed at the unit, it shall not be replaced or returned to the unit. It is the intent of the Association to “grandfather” preexisting second dogs and preexisting dogs exceeding (as of or after the Effective Date) 35 pounds (but in no event exceeding 75 pounds), and to ultimately provide for each unit to be limited to housing one dog which does not exceed 35 pounds.

A second dog or a dog exceeding (as of or after the Effective Date) 35 pounds housed within a unit as of the Effective Date, and which is properly registered with the Association pursuant to the Resolution, may remain but shall not be replaced. Each Unit Owner shall have a period of thirty (30) days following the Effective Date in which to request registration of any second dog with the Association. Registration shall be accomplished by providing the following information, in writing, to the Association, and such other information as may be requested. (i) Name and address of dog owner (if other than the unit owner), (ii) Relationship of the dog owner to Unit Owner (i.e., same, tenant, resident, etc.); (iii) Unit in which the dog shall be maintained ; (iv) Date of acquisition of the dog; (v) Name of the dog; (vi) Recent (and dated) photograph of dog; (vii) Age of dog; (viii) Weight of the dog; and (ix) Proof of municipal registration, if

applicable. If a Unit Owner does not register its dog with the Association within thirty (30) days following the Effective Date, such dog shall be presumed and deemed not to have been maintained at the Unit prior to the Resolution and shall not be “grandfathered,” as to its existence with the Community or its weight.

Any violation of the terms and conditions set forth shall subject to the Unit Owner to a fine in accordance with the Governing Documents, which shall be enforceable and collectable in the same manner as the nonpayment of a maintenance fee or assessment. Each occurrence and each separate day of violation with respect to continuing violation shall be deemed to be a separate violation, and subject to a separate or additional fine. The Unit Owner shall be responsible for violations of the terms and conditions of the Resolution caused by any tenant or other resident of its unit.

CONTROL AND BEHAVIOR ISSUES

Dogs shall be walked on, upon and within the streets and parking areas. No dog shall be permitted to run at large within the Community, and each dog shall be securely leashed and shall be accompanied by a person who is capable of controlling it.

Dogs shall not be permitted to habitually bark, howl, or cry; disturb the rights of any other Owners or residents to peaceful enjoyment and occupancy; or intimidate any other Owner, resident, or pet.

Dogs shall not be permitted to cause any injury to any persons or other animals or to cause damage to any Common Elements or any property of any other Unit Owner.

Dogs shall not be permitted to soil, defile, or commit any nuisance upon the Common Elements of the Community.

Dogs shall be properly licensed in compliance with any and all applicable municipal and other governmental ordinances. Proof of licensing shall be provided to the Association on an annual basis and, in any event, shall be provided within thirty (30) days following the applicable license renewal date. Any dog that does not bear a license shall be deemed to be a dog that is not permitted within the Community and may be reported to

the municipal animal control officer. All applicable municipal ordinances and requirements are incorporated in and made a part of the Resolution. Therefore, a violation of any municipal ordinance or other requirement shall be deemed to be a violation the Resolution.

Except as expressed set forth in the Resolution, no dogs may be kept within the Community.

The terms and conditions of the Resolution are subject to applicable governmental laws, rules and regulations (including those pertaining to guide dogs and pursuant to the American with Disabilities Act). In the event of any inconsistency, any violative provision of the Resolution shall be void and subject and subordinate to any such governmental requirements.

The Association has the right to require a Unit Owner to remove an animal that poses a threat or a nuisance to the Community, which is not permitted pursuant to the Master Deed or Resolution; or which otherwise violates the terms and conditions outline in the Resolution or any other provision of the Governing Documents. The Board may require the removal of any dog or ban any breed of dog (i) that exhibits or has a propensity to exhibit undesirable, destructive or threatening behavior, such as attacking, biting, jumping, fighting, nuisance, continual or excess barking or other noise, or threat of injury to persons or damage property or (ii) that otherwise adversely affects the peace, quiet or enjoyment of any resident in the Community.

The cost of enforcement and removal shall be imposed upon and borne by the Unit Owner, and shall include all costs and expenses such as reasonable attorney's fees and costs and remediation of any damage.

The Association may impose and collect registration or other fee upon the Owner of a Unit in which a dog is maintained in an amount reasonably necessary to cover the proportionate cost (based, for instance, on the number of dog) incurred by the Association in connection with cleanup and removal of feces, turf restoration, administrative costs, and any other expense incurred by the Association.

HEALTH AND SANITARY CONDITIONS

Dog Owners are responsible for keeping all areas where dogs are housed clean, safe, and free of parasites, including fleas where:

1. Dogs must be “curbed” away from buildings.
2. Dog Owners must immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the streets and grounds.

All adult dogs must be spayed or neutered, unless a veterinarian certifies that health problems prevent the dog from being spayed or neutered. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed, and must be given a healthy diet and exercised according to their needs. All dogs must also be maintained in accordance with applicable state and local laws. Dogs must wear identification tags at all time.

VIOLATIONS

Violations of any of the requirements contained in this policy will result in the following actions:

First violation - \$25

Second violation - \$50

Third violation - \$100

After the third violation, the Dog Owner will receive a 30-day notice to remove the pet from the Community. If the Dog Owner fails to remove the dog, the Dog Owner will be considered in breach of the Associations rules and regulation and the Association will seek legal action.