

Villas at Northgate Owners Association

Darren@zandrmgmt.com / www.villasatng.com

!! IMPORTANT NEW RULE REGARDING PETS !!

PLEASE REVIEW CAREFULLY, ESPECIALLY IF YOU HAVE PETS!

February 4, 2021

Dear Villas at Northgate Owner:

In the past months, your Board of Directors has been working diligently to help the Community get started off on the right foot, with pet regulations being one of the highest priorities. As you know, Rules and Regulations are critical to keep the Community looking well maintained and protect your property values.

One of the most repetitive problems in any Association is irresponsible pet ownership that affects the Common Areas and causes additional expenses to all Owners, whether they are pet owners. Significant administrative time are often expended on attempting to control pets and the damage and nuisances they can cause.

If pet feces are not controlled, your dues end up being spent on poop scooping to help keep the Community attractive and more sanitary. For those Owners that do not own pets or allow pets in their units, it is reasonable to expect a number would be unhappy their dues are paying to resolve pet issues. One item that has also been learned from experience is that it is rarely the pet that is problematic, it is the irresponsible pet owner.

For this reason, the Board will require pet owners to be responsible for the burden their pets create upon the Community. **Effective February 1, 2021**, ALL pets in the Community must be registered. Here are the initial Rules for Pets:

1. Pets

- 1.1 Each unit is limited to a total of two (2) household pets, meaning two (2) cats, two (2) dogs, or one (1) dog and one (1) cat each not to exceed 35 pounds. An owner may also keep fish. No pet(s) shall be kept for the purpose of breeding, boarding, or commercial purposes. The total number of permitted household pets includes any dogs or cats that are brought into the community by a guest. Therefore, if a resident already has a total of 2 household pets, the resident's guest may not bring another pet, even temporarily.
- 1.2 No pet shall be permitted to run loose around the buildings or grounds. No pet shall be chained or tethered outside any Unit or tied or chained to any patios or other parts of the community, or otherwise left unattended. Pets shall be on a leash and the leash shall be in the hands of the owner or responsible person. Pets are permitted within the patio areas, but the owner must be home and prepared to silence the pet should excessive barking or howling begin. No pet shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds without it being cleaned up immediately. No pet shall be allowed to damage the grass, trees, shrubs or any other portion of the Common Areas.
- 1.3 No pet shall be permitted to bark or howl excessively, or otherwise create any obnoxious sound, odor, or disturbance. Excessive shall be defined as a loud repetitive noise for an extended period. An example of normal behavior would be a pet alerting its owner of people near the home while they pass by or visitors to the home. The owner of a pet shall ensure that it is kept in a clean, reasonably quiet, and controlled condition.

Professionally Managed by:



6015 Lehman Drive, Suite 205, Colorado Springs, CO 80918
Phone (719) 594-0506 • Fax (719) 594-0473

- 1.4 The owner of a pet shall assume all liability for the pet. The owner of a pet hereby releases the Association, its agents, and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents, and representatives, harmless from all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet.
- 1.5 Pet owners are responsible for any damage that is caused to the Common Area by their pet(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.
- 1.6 The owner of a pet agrees that the Association shall have the right to revoke the pet if there are repeated violations of the Declaration or Rule or any future rule and may require the immediate and permanent removal of that pet. The Association agrees that revocation of any pet will be an absolute last resort if all other attempts to gain compliance have failed.
- 1.7 Fines will be applied per Covenant Enforcement Policy

REGISTRATION ADDITIONS:

- a. Registration and Fees. All dogs, **or other pets that leave the Unit** and use the Common Elements, must be registered with the Association **and MUST display the pet tag on its collar.**
- b. Annual Registration: Pets must be registered annually, **on or before February 20, 2021** and then by no later than January 15th of each year thereafter. An annual non-prorated registration fee of \$100 per year/per pet that leaves the Unit, must be paid to the Association no later than January 15th of each year or within 14 days of the entrance of any new pet in the Community. The registration fee will be used to assist with specific Pet related costs, such as waste stations, supplies for waste stations, and other Pet related costs.
- c. Registration Form: To register your Pet please contact the Association's management office for a Pet registration form. A recent color photo of the pet must accompany each registration form (hard copy or digital).
- d. Failure to Register. If an Owner fails to register his/her Pet(s) as required, the Association shall assess a \$100 late registration fee for each year back to 2021 as well as impose a \$250 fine, after notice and opportunity for a hearing, pursuant to the fine schedule set forth in the Association's Enforcement Policy.

Attached to this letter is the official registration form. Please ensure that if you have any pets that leave the unit that you register them immediately by the deadline or you will be subject to the penalties mentioned above. One form must be completed for each pet. Thank you.

LANDLORDS: YOU MUST AMEND FUTURE LEASES TO COMPLY WITH THIS RULE AND PETS OF TENANTS ARE ALSO SUBJECT TO ALL OF THE PROVISIONS OF THE RULES.

On Behalf of the Board of Directors,
Villas at Northgate Owners Association



Darren H. Burns
Property Manager

Professionally Managed by:



6015 Lehman Drive, Suite 205, Colorado Springs, CO 80918
Phone (719) 594-0506 • Fax (719) 594-0473

Villas at Northgate Owners Association, Inc.

Darren@zandrmgmt.com / www.vanho.com

Pet Registration Form – ONE FORM PER PET!!

Villas at Northgate Address: _____

Owner/Property Manager: _____

Registration Year: _____ (Annual Registration Renewal is Required + \$100 non-prorated annual fee)

Tenant Information

Name: _____

Email: _____

Phone Number: _____

Furry Friend Information

Name of Pet: _____

Type: DOG or CAT or _____

Breed & Color: _____

Weight or Expected Weight: _____ lbs. *(If pet exceeds 35 lbs. it may not reside in the Villas at Northgate OA)*

Statement of Understanding:

(initial each)

- ___ I have enclosed the \$100 non-prorated registration fee with this form (one per pet and due each year).
- ___ I have included the current vaccination and registration paperwork.
- ___ I have included at least 1 color photo of the pet being registered.
- ___ I understand/agree that my pet is not allowed outside without a leash.
- ___ I understand/agree that I may not use my balcony/patio as a place to confine my pet while unattended.
- ___ I understand/agree that I may not tie/tether my pet outside my unit.
- ___ I understand/agree that I must accompany my pet, if outside, at all times.
- ___ I understand/agree that I must pick up any excrement my pet leaves outside immediately.
- ___ I understand/agree that if the Board of Directors of Villas at Northgate OA determines my pet causes a nuisance by complaints received and/or noise and/or by not being picked up after by me I will be required to remove the pet.
- ___ I have read, understand, and agree to abide by all the Covenants and Rules. Governing documents are available by request from the Management Company.
- ___ **I understand/agree that my pet must display its Villas at Northgate registration tag when outside the unit.**

Resident Signature: _____

Date: _____

Owner/Landlord Signature: _____

Date: _____

Professionally Managed by:

