

PET POLICY

Regulating the keeping and maintenance of pets

THIS RESOLUTION is adopted by the McKnight Crossing Condominium Association (“Association”).

WHEREAS, the members of the Association are the record Owners of Units in the Condominium;
and

WHEREAS, the powers and duties of the Association shall include those set forth in the Articles and By-Laws, the Act and Article 7: POWERS AND DUTIES OF THE ASSOCIATION of the Declaration and By-Laws, shall include (but not necessarily be limited to) the following powers:

7.5 Rulemaking. The power to adopt and amend reasonable Rules, after notice and opportunity for the Owners to comment, to supplement and enforce the restrictions contained in Article XII. The Association has the power to require permits for particular use of the Common Elements, and to revoke same. The Board may adopt such other reasonable Rules, guidelines, policies and procedures for maintenance of the Condominium and administration of the Association without such prior notice and opportunity to comment. Association Rules shall provide for the health, comfort and welfare of the Owners, preserve and enhance the Condominium, and implement the intent and purposes of the Governing Documents, all in the best interests of the community as a whole. All Owners, their families, tenants, mortgagees, occupants, guests and invitees shall be subject to such Rules, guidelines, policies and procedures.

NOW THEREFORE, the Association approves the request to amend and clarify the current pet policy as noted in Article 12, Section 12.7 of the Declaration to read as follows:

I. Requirements and Restrictions:

- Dogs may not relieve themselves within 25 feet of any Association building. Dogs should be walked to the dog park, or to the North or South ends of the property where dog waste stations have been provided.
- All pets having access to the common ground must be registered and inoculated as required by law. (See “Pet Registration “ below)
- Owners who lease their property shall obtain from the lessee a written agreement to abide by these rules, in addition to rules stated in Article 12, Section 12.7 of the Declaration, and shall submit a copy of that agreement to the Manager, along with a copy of their executed lease, emergency contact information, and pet registration form.
- No structures or designated exercise areas for pets are permitted on the common ground.

II. Nuisances

Including those listed in subsection I above, the following behaviors shall be considered nuisances and are grounds for filing a complaint:

- a. Pets allowed to run at large.
- b. Pets allowed to damage the common ground or private property.
- c. Unsanitary, dangerous or offensive conditions created by a pet either inside a unit or anywhere on the common elements.
- d. Pet owners not cleaning up pet waste.
- e. Ordering or allowing a pet to molest, attack, or otherwise interfere with the freedom of movement of people on the common ground, and including chasing vehicles, attacking other pets, or other kinds of disturbances.
- f. Pets making or causing noise of sufficient volume to interfere with other residents’ rest and peaceful enjoyment of their property.

III. Pet Registration

- a. The purpose of pet registration is to aid in identifying a pet and its owner in the case of injury to the pet or another animal or person, in case of a violation of the Governing Documents, and to prevent false accusations when a problem animal is from outside the community.
- b. All pets shall be registered with the Board, using a Pet Registration Form contained in Exhibit A of this resolution. **Failure to register a pet within 30 days will carry a \$75 fine.**
- c. Registration with the Board is in addition to, not in lieu of, registration required by the St. Louis County. It is the responsibility of pet owners to properly inoculate and register their pets as required by local ordinance. Registration with the St. Louis County does not eliminate the need for registration with the Board. A copy of current vaccinations should be submitted with Pet Registration forms and updated annually.
- d. Annual fee for pet registration is \$50 per year per dog, to be paid annually on May 1 or when a new resident moves in. This fee covers nominal costs associated with having a dog on the property (which previously has been paid by the entire Association), including but not limited to sodding and re-seeding of the grass in affected areas, plant replacement, dog park supplies and dog park maintenance.
- e. The \$50 Pet Registration Fee does not pay for removal of dog feces on a routine basis. As per St. Louis County Ordinance #611.210, feces removal is required by owners or guardians. In the event that pet owners are not adequately cleaning up after their pets, the Association reserves the right to charge pet owners for clean-up costs.

IV. Enforcement

- a. Penalties for violation of City animal control ordinance may be enforced by the City. The Board reserves the right to enforce its own penalties independent of remedies pursued by the City, which includes the right to call animal control if a pet is running loose.
- b. **Fine for Violation: Owners are responsible for the actions of their guests and tenants, and consequently for fines/damages caused by their guests and tenants.**

1 st Offense:	Warning +cost of repair
2 nd Offense:	\$100.00 + cost of repair
3 rd Offense:	\$250.00 + cost of repair
4 th Offense:	Owner will be asked to remove pet from premises

This rule is effective May 1, 2014

This Rule was adopted on the 17 Day of March 2014, at a Board of Directors meeting where a quorum was present

McKnight Crossing at Tilles Park
ANNUAL PET REGISTRATION FORM

Registration fees due annually on May 1 - \$50/dog

Registration is required for DOGS ONLY at this time. The Association reserves the right to require registration for other types of pets in the future. Per the Declarations Section 12.7 Pets, No animals, birds or reptiles of any kind shall be raised, bred, or kept in a Unit or on the Condominium property or brought on the Common Elements, except 1 dog of not more than 100 lbs. or 2 dogs each of which is no more than 50 lbs. at maturity and of gentle disposition, and no more than 2 cats. Fish, hamsters, birds or other domestic household pets may be kept subject to approval by the Board. **Dogs which have a propensity for biting or aggressiveness are not permitted in any unit or on the Common Elements. Please refer to Declarations Section 12.7 Pets and the Pet Policy for additional pet restrictions.**

PET OWNER'S NAME: _____ Resident Type: Unit Owner Tenant Family of Owner

UNIT ADDRESS: _____ PHONE: _____ EMAIL: _____

Dog #1:

Breed: _____ Pet's Name: _____ Weight: _____

Color/Markings: _____

Dog #2:

Breed: _____ Pet's Name: _____ Weight: _____

Color/Markings: _____

VACCINATION RECORDS. Pet registration will not be approved without proof of current vaccinations. Updated vaccination records are required annually, including service dogs. In the absence of a current vaccination record, a signed letter from your veterinarian stating the reasons updated vaccinations are not prescribed is required.

TENANTS: Attach a copy of current lease reflecting approval from the Unit Owner/Landlord for your pet(s) to reside in the unit. If your lease does not include approval for a pet(s), please obtain a letter from the Unit Owner/Landlord authorizing a pet(s) in the unit. Pet Registrations will not be approved without this documentation.

ANNUAL REGISTRATION FEE: \$50 per dog. Please make your check payable to McKnight Crossing. If emailing forms you may pay online. Service Dogs must submit documentation to have this waived.

ACKNOWLEDGEMENT: Pet owner shall adhere to all Rules as outlined in the Pet Resolution and the Declarations, as may be amended from time to time. Pet owner understands that violation of the Pet Policy will result in warning notices and possibly fines as per the Fine Policy. The Unit Owner (even if not the pet owner) is responsible to acknowledge notices, correct violations and pay any fines in a timely manner.

Please send this form and a copy of required documents to: McKnight Crossing at Tilles Park, c/o The Smith Management Group, 1630 Des Peres Road, Suite 210, St. Louis, MO 63131. Or they may be emailed to: AODell@smithmgmt.com

- Vaccinations attached
- \$50 Registration fee per dog enclosed or paid online (a \$25 late fee will be added per month if not received by May 1st)
- Tenants: Please enclose a copy of your lease w/ approval for pet(s)

ACKNOWLEDGEMENT: I/We agree to adhere to all Rules as outlined in the Pet Resolution and the Declarations, as may be amended from time to time. Pet owner understands that violation of the Pet Policy will result in warning notices and possibly fines as per the Fine Policy. The Unit Owner (even if owner is not the pet owner) is responsible to acknowledge notices, correct violations and pay any fines in a timely manner.

Dog Owner's Signature _____ Date _____

The Board of Directors at McKnight Crossing at Tilles Park Condominium Association hereby grant permission to the above-named unit owner/tenant/resident to maintain the above pets in their unit.

MCKNIGHT CROSSING AT TILLES PARK CONDOMINIUM ASSOCIATION

By: _____ Title: _____ Date _____