

RULES FOR KEEPING PETS  
Lotus Homeowners Association  
Effective: \_\_\_\_\_, 2019

1. Introduction. The Board of Directors of the Lotus Homeowners Association, acting pursuant to the powers set forth in the Declaration, Bylaws, and other duly enacted Rules and Regulations of the Homeowners Association (“the HOA Documents”), has enacted the following Rule effective as of the date set forth above.

2. Declaration. Article XI, Section 2, of the Declaration states that pets are permitted on the Property subject to rules set out in said Section 2 and other rules and regulations to be adopted by the Board not be inconsistent with said Section 2. For ready reference, Section 2 of Article XI of the Declaration is set out here in its entirety on the attached Exhibit A.

3. Vicious or Dangerous Pets. Occupants shall not own and keep on the Property any pet which, when unprovoked, in the fair estimation of the Occupant, may bite, attack or inflict injury on another person or another pet, or chase or approach another person in a menacing fashion or apparent attitude of attack, or bear its teeth, snarl, snap at another person. The Board is aware that some breeds of dogs may have a higher than normal likelihood of displaying these vicious or dangerous characteristics, and reserves the right to declare after further study and review that such breeds of dogs shall not be permitted to be kept on the Property.

4. Times of Day a Pet May be Kept Outdoors; Owner Present.

*Daytime Hours- 6:00 AM to 9:00 PM.* During the Daytime Hours, only while the pet owner is physically present at the Unit, pets may be kept outside the Dwelling Unit, unattended in the permitted area. If at any time during the Daytime Hours the pet owner is not physically present at the Unit, then pets shall be kept inside the Unit, except for short time intervals in the permitted area accompanied by the another responsible person.

*Nighttime Hours - 9:00 PM to 6:00 AM.* Pets shall *not* be kept outside the Dwelling Unit (pets shall be kept inside the Dwelling Unit) during the Nighttime Hours, unless accompanied by the pet owner or other responsible person in the permitted area.

5. Registration of Pets. The registration form on the attached Exhibit B is hereby approved by the Board. The form shall be completed without delay by any Occupant desiring to keep a dog or cat on the Property, returned to the Board, and kept on file by the Board.

6. Notice and Hearings on Violations of Pet Rules.

*Notice of Violation.* In the event an alleged violation of any covenant or rule concerning pets as set out these Rules or the Declaration is brought to the attention of the Board, it may give Notice of violation to the pet owner (and also to the Unit Owner if different from the pet owner) describing with reasonable particularity the alleged rule violation and granting the pet owner (and

Unit Owner) a reasonable period of time but not less than three days within which to correct the violation. Notice of violation shall be given in the manner required by the HOA rules and regulations regarding Notices.

*Hearing.* If a pet owner (or Unit Owner) disputes a notice of violation, the pet owner (or Unit Owner) may request a hearing before the Board of Directors. A request for hearing shall be made in writing and shall be given to the Board within five days after the notice of violation was given by the Board to the pet owner. Request for a hearing shall be given to the President of the HOA in the manner required by HOA rules and regulations regarding Notices. Upon receipt of the request for a hearing, the Board shall set a time, date and location of the hearing, which date shall be not less than fifteen nor more than thirty days following the date that the request for a hearing was given to the Board. Notice of the time, date and location of the hearing shall be given to the pet owner in the same manner as the Notice of violation. The pet owner shall have the right to be present at the hearing, to be represented by an attorney (provided that the Board is given not less than five days prior, written notice of the pet owner's intent to be represented by an attorney at the hearing), and to present such evidence as may be relevant to the alleged violation. If at the conclusion of the hearing the Board determines that the violation exists, the Board shall issue a written decision within one day after conclusion of the hearing setting out the name of the pet owner, the related Dwelling Unit, the specific provision or provisions of the rules being violated, a reasonably detailed description of the violation, and the fine or other remedy, if any, levies and assessed by the Board ("the Written Decision"). The Written Decision shall be given to the pet owner in the same manner as the notice of violation.

7. Remedies. When violations of pet rules are found, the Board in its total and absolute discretion may levy a fine payable to the HOA by the pet owner, the Unit Owner (if different) or both, in an amount not to exceed \$500. In setting the amount, the Board may consider prior violations and fines. The Board may assess the pet owner with costs for repairs or cleaning due to damage caused by the offending pet or pet owner. If the Board finds that the pet or the pet owner are habitually, repeatedly or continually violating the pet rules, the Board may order permanent removal of the offending pet from the Property.

If a pet bites, or attacks or inflicts injury on another person or another pet, without provocation, the Board shall order permanent removal of such pet, and the Board may levy a fine payable to the HOA by the pet owner, the Unit Owner (if different) or both, in an amount not to exceed \$500, and may assess costs for damage or injury caused by the pet, including veterinary or medical bills, and property damage.

#### CERTIFICATION

The undersigned secretary of the Lotus Homeowners Association, a Wyoming nonprofit corporation, certifies that the foregoing Rules for Leasing of Dwelling Units was duly adopted

June 5, 2019

and approved by the Board of Directors of the Association at a meeting of the Board held on \_\_\_\_\_, 2019.

LOTUS HOMEOWNERS ASSOCIATION

BY: \_\_\_\_\_  
Secretary

RULES FOR KEEPING PETS  
Lotus Homeowners Association  
Effective: \_\_\_\_\_, 2019  
Exhibit A

ARTICLE XI. RESTRICTIONS

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2. *Pets.* Pets are permitted on the Property subject to rules set out in this Section.

A. Definition and Number of Pets. The word “pet” shall mean and refer to a common domesticated dog or cat owned by an Occupant. Freshwater fish and small caged birds are considered as pets, and may be kept in a Unit. All other animals or “exotic pets” of any kind, such as rodents, snakes or other reptiles, whether caged or not, are not considered as pets for the purposes of this Section and are not permitted on the Property or within a Unit at any time.

No more than two dogs, or two cats, or one dog and one cat may be kept as provided in this Section.

B. Registration of Pets. All dogs and cats must be registered with the HOA by the Occupant of the Dwelling Unit where such pet is to be kept. The Occupant shall complete and sign a registration form regarding each such pet. If the Occupant is not the Owner of the Unit, the Owner shall also sign the registration form. The Board shall provide the registration form, but shall not assess or collect any fees or charges in connection with registration of pets.

An Occupant who registers and keeps a dog or cat (“pet owner”) promises and agrees to be fully and completely responsible for proper care and supervision of any such pet.

C. Where and How Pets can be Kept. Pets shall be confined to the Dwelling Unit of the pet owner, except that dogs may be kept in the outdoor, fenced area adjacent to the Unit (identified on Exhibit B) for limited times described in rules and regulations established by the Board. When on the Lot outside of the Dwelling Unit, if not inside their fenced area, dogs must be on a proper leash and a person must be physically present.

A pet may be kept on the patio or a balcony of a Dwelling Unit if a person is physically present in the Unit. A pet shall never be left alone on any patio or balcony if a person is not physically present in the Unit.

Pets must not be allowed to roam free upon any Lots (including the pet owner’s Lot), nor tied and left unattended along any Common Facility. Pets may be walked or exercised on a leash over and across the sidewalks which are part the Common Facilities.

D. Cleanup. Cleaning up after a pet is the responsibility of the pet owner. Pet owners shall clean up after their pets, at all times and in all places upon the Property, and without delay.

A pet owner shall be responsible for any damage to the Common Facilities, including specifically the Landscaping, caused by the pet.

E. Control. Controlling a pet is responsibility of the pet owner. A pet must not be a nuisance or create an unreasonable disturbance to any Occupant, nor interfere with the quiet enjoyment of the Property by any Occupant.

A pet owner shall be responsible for all damages claimed by any person harmed by a pet, and shall indemnify, hold harmless, and defend the HOA from any and all liability whatsoever resulting from such claims and damages, including damage awards as well as costs and reasonable attorney fees incurred by the HOA.

F. Local Law. Complying with all governmental laws, ordinances and regulations relating to pets in Cheyenne, Laramie County, Wyoming is the responsibility of the pet owner.

G. Commercial Operations. A pet shall not be kept, bred or used for any commercial purpose. Pet watching, pet sitting or pet grooming for hire in a Dwelling Unit is not permitted.

H. Consequences of Pet Rule Violations. If a pet owner (I) keeps animals not regarded as pets, keeps more pets than the maximum number permitted, or keeps, breeds or uses pets for commercial purposes, or (ii) fails to register pets, fails to keep pets only in permitted areas, fails to control or cleanup after pets, or fails to comply with local law with respect to pets, then remedies may be imposed on the pet owner by the Board.

I. Rules and Regulations. Pets are to be kept subject to and in accordance with this Section 2, and rules and regulations duly adopted by the Board not inconsistent with this Section 2.

Rules and regulations duly adopted by the Board shall establish times of day during which a dog may be left outside and unattended in the designated fenced area of a Lot. Rules and regulations shall also establish and keep in force procedures for registration of pets, procedures for hearings on violations of pet rules, and reasonable remedies available to the Board when violations of pet rules are found. Such remedies may include assessing costs for repairs or cleaning due to damage caused by such pet or pet owner, levying fines as the Board may determine, and permanent removal of the offending pet from the Property.

June 5, 2019

The Board may adopt additional pet rules and regulations necessary and appropriate to protect the health and safety of the Property, pets, pet owners and the public, including specifically a prohibition against Occupants keeping dogs that the Board considers to be of an excessive size (*e.g.* weight limitation), or of a vicious or dangerous breed.

Exhibit A

PET REGISTRATION FORM  
Lotus Homeowners Association  
Effective: \_\_\_\_\_, 2019  
Exhibit B

Unit address / Unit no.: \_\_\_\_\_  
Unit Owner name(s): \_\_\_\_\_  
Unit Occupant name(s) (if different from unit owner): \_\_\_\_\_

Name of pet: \_\_\_\_\_  
Name of pet owner(s): \_\_\_\_\_  
Date pet owner begins to keep pet at Unit: \_\_\_\_\_  
Type of pet (dog or cat): \_\_\_\_\_  
Breed of pet (if known): \_\_\_\_\_  
Age of pet (if known): \_\_\_\_\_  
Color / description of pet: \_\_\_\_\_  
Approximate weight of pet: \_\_\_\_\_

Statement of Pet Owner(s). The undersigned pet owner(s) each individually states that he/she has read the Lotus Homeowners Association RULES FOR KEEPING PETS, and each individually agrees to comply and abide with all of the said Rules and promises to be fully and completely responsible for proper care and supervision of the above-described pet.

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

Statement of Unit Owner (if different from Pet Owner(s)). The undersigned Owner of the Unit hereby gives consent for the above-mentioned pet owner(s) to keep the above-described pet at the Unit, and agrees and states that he/she has read the Lotus Homeowners Association RULES FOR KEEPING PETS, and understands and agrees to that he/she is responsible to insure that the above-mentioned pet owner(s) comply and abide with all of the said Rules.

\_\_\_\_\_  
Date