

University Village Homeowners Association

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IMPORTANT NEW RULE UPDATES

PLEASE REVIEW CAREFULLY, WHETHER OR NOT YOU OR YOUR TENANTS HAVE ANIMALS!

February 15, 2022

Dear University Village Owner:

In the past months, your Board of Directors has been working diligently to prepare a more updated and applicable set of Rules and Regulations for your Community. As you know, Rules and Regulations are critical to keep the Community looking well maintained and protect your property values. For years, dog issues have been constant and have resulted in damage to the Common Areas and additional expenses to all Owners, whether they were dog owners. Significant administrative time and money have been expended on attempting to control dogs. Most recently, the Board discovered that the recorded Covenants all the Owners agreed to abide by are much more restrictive on animals than what past Boards have been enforcing. **Basically, the Covenants require all animals be permanently confined inside units and prohibit them from being exercised or walked outside the units.**

This is obviously a large change, so in an effort to allow any dogs living in the Community up through December 31, 2021 to continue their regular routines, a new registration and tag process will be undertaken and dogs living on site prior to 2022 will be grandfathered until such time the owner moves or the dog dies. No grandfathered dog is permitted to be replaced under the grandfather provisions. **What is meant by grandfathering is that any dog that currently needs to leave your unit for any reason will be allowed without a violation being issued for that dog's lifetime. At the end of their lifetime all new dogs brought into the community will be required to follow and comply with the covenants and be permanently confined to the unit.**

The feces problem continues to be bad enough that your dues are being spent on poop scooping to help keep this item under control. To further handle this problem and to ensure all registered dogs are properly tracked and the proper individuals are held responsible for irresponsible dog ownership and common area damage, DNA samples will now be part of the registration process.

Effective March 15, 2022, ALL dogs in the Community must be registered and submit DNA samples and wear the tag provided when outside. Failing to register will result in an immediate late registration fee of \$250 and may exclude the subject dog from being grandfathered, regardless of how long it has resided in the Community. No dogs currently in violation (over 35lbs, more than 2, etc.) will be grandfathered.

Please ensure that if you have any dogs 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 dog **and one tag will be issued for each dog.** Thank you.

Attached to this letter is the official registration form, the updated Animal Policy and Rules, the updated 2022 January General Rules, the updated Policy for the Enforcement of Covenants and Rules and the Policy for Display of Flags and Signs in the Community.

LANDLORDS: YOU MUST AMEND FUTURE LEASES TO COMPLY WITH THIS RULE AND ANIMALS OF TENANTS ARE ALSO SUBJECT TO ALL OF THE PROVISIONS OF THE RULES. Pursuant to the Covenants, Owners are responsible/liable for all the actions and damages of their animals and the animals of their guests, tenants and tenants' guests when in the Community. To Owners and Tenants honoring these Rules, please be reminded that the existence of oversized and unregistered dogs costs you more money! Don't pay into the system while some inconsiderate neighbors abuse it! Please report unregistered or oversized dogs to management!

Your Board of Directors,
University Village Homeowners Owners Association

University Village Homeowners Association, Inc.

Darren@zandrmgmt.com

Dog Registration Form – ONE FORM PER DOG!!

University Village 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 Dog: _____

Breed & Color: _____

Weight or Expected Weight: _____ lbs. **(If any animal exceeds 35 lbs. it may not reside in University Village)**

Statement of Understanding:

(initial each)

___ I have enclosed the \$100 non-prorated registration fee with this form (one per dog and due each year). I understand that failing to register in any year will result in a \$250 late registration fee and possible revocation of grandfathered status for my dog(s). **Any animals in violation (over 35 pounds, more than 2, will not be grandfathered or permitted.**

___ I have included the current vaccination and registration paperwork to include a DNA sample.

___ I have included at least 1 color photo of the dog being registered.

___ I agree that my dog (unless grandfathered) **or any other animal** is **not** allowed outside in the Common Areas unless being transported directly to and from my unit or into a vehicle for ingress and egress to and from the Community.

___ I agree that I may not use my balcony/patio as a place to confine any animal.

___ I agree that I may not tie any animal up outside my unit.

___ I agree that I must accompany my **grandfathered** dog, if outside, always.

___ I agree that I must immediately pick up any excrement my dog or any other animal leaves outside and that I will be fined and charged fees if feces from my animal is found in the Common Area and matched with DNA.

___ I agree that if the Board of Directors of University Village HOA determines my animal 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 animal.

___ I have read, understand, and agree to abide by all the Covenants and Rules.

___ **I agree that my dog must display its assigned UVILL registration tag when outside the unit.**

Dog Owner's Signature: _____ Date: _____

Owner/Landlord Signature: _____ Date: _____

Professionally Managed by:



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

**POLICY OF
UNIVERSITY VILLAGE HOMEOWNERS ASSOCIATION
REGARDING ANIMALS**

SUBJECT: Keeping of animals within the University Village community (“Community”).

PURPOSE: To remind owners of the unique provision within the Association’s Declaration and explain how the Association understands it and how they will enforce it to better promote the recreation, health, safety, and welfare of the residents of the properties subject to the Declaration, and to further preserve and protect the values of the properties.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation, Rules and Regulations and Colorado law.

EFFECTIVE

DATE: **December 31, 2021**

WHEREAS, Section 312 of the Declaration provides that: Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined, and in any event no more than an aggregate of two domesticated dogs or cats shall be maintained in any unit (not to be permitted outdoors) within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority makes an unreasonable amount or noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

WHEREAS, Section 103 of the Declaration provides that: Common Elements. All common elements are open space areas, landscaped areas, sidewalks, and private roads. The common elements are owned by the Declarant and an Association whose members are the owners of each building for the use and enjoyment of each residence of the Subdivision. There may be other real estate that may be allocated as common elements after all construction is completed.

WHEREAS, Section 208 of the Declaration provides in part that: Association Maintenance. University Village Homeowners Association (“HOA”) shall maintain all common area, landscaping, walks and roadways and shall cause dead or diseased landscaping to be promptly replaced, and shall cause such other items to be repaired or replaced as the effects of damage or deterioration become apparent.

WHEREAS, prior boards have enacted rules which ignored the requirement of permanently confined within the community. They implemented animal rules which ignore the clear restriction. As people are attached to their animals the Association recognizes it cannot immediately enforce a restriction that has been previously ignored.

WHEREAS, in order to promote the recreation, health, safety and welfare of the residents of the properties subject to the Declaration and to further preserve and protect the values of the properties subject to the Declaration, the Board, by this Resolution, desires to clarify provision 312 and adopt the following Animal Rules to address how violations impact the community and property values.

RESOLUTION: The Association hereby amends and replaces all prior Animal Rules with the following Animal Policy:

1. **Permanently Confined.** The terms of 312 require no animals may be allowed outside a unit. Thus, while no more than two animals and cats are allowed, they may not be outside a unit. No animal which requires being walked, penned, or let outside to relieve itself may be kept or boarded within any Unit or portion of the Community. However, animals being transported directly to and from units into vehicles for ingress and egress to and from the Community shall not constitute a violation, but must be either crated or leashed and under full control.

2. **Grandfathering.** So, all **authorized animals (under 35 lbs, no more than 2)** residing within the community as of **December 31, 2021**, that are not being kept permanently confined inside a unit, will be allowed to remain even if they are not permanently confined within their units. All authorized dogs must be registered by no later than February 28, 2022, and when they pass away no dogs that must go outside the unit will be allowed. A permanently confined animal shall include, but not be limited to any animal caged or confined in a self-sustaining environment (i.e. Gerbil, Hamster, Iguana, Fish, etc.). **After 2022, annual registrations and fees are due by no later than January 31st each year and the registration fee will be assessed to the subject unit each year until the Association is notified of the removal or death of the dog.**

3. **Registration and Fees.** All dogs that leave the Unit and use the Common Elements, must be registered with the Association.
 - a. *Registration:* Dogs must be registered by the deadline in this resolution and that registration must be completed thereafter annually until the dog dies.
 - b. *Fee.* A registration fee of \$100 per dog must be paid to the Association at the time of registration. This must be paid each year until the dog is dead or permanently removed from the Community. The registration fee will be used to assist with specific Dog related costs, such as dog waste stations, supplies for dog waste stations, and other Dog related costs.
 - c. *Registration Form:* To register your Dog please contact the Association's management office for a Dog Registration Form or download it from <https://universityvillagehoa.com>. A recent color photo of the dog must accompany each registration form (hard copy or digital).
 - d. *Tags:* All registered dogs will be given a tag. Tags must be worn by all dogs outside any unit.
 - e. ***DNA REGISTRATION –***
 1. The Association will schedule two dog registration days. Any Lot owner or resident who has a dog must bring the dog to one of the two scheduled days. Any owner or resident who is not available on one of those days must contact the Association's management company to make alternate arrangements to register the dog.
 2. At the registration, the owner/resident may be given paperwork to complete. Any paperwork must be completed in full. Registration will include a photograph of the dog, visual confirmation of the breed, and a cheek swab for DNA. The dog must be physically present at the registration and an Association representative will take the cheek swab, or monitor the owner taking the cheek swab.
 3. The Lot owner or resident is responsible for advising the Association when the dog no longer resides in the community.

- f. **Failure to Register.** If an Owner fails to register or pay the registration fee for his/her Dog(s) as required, the Association may assess a \$250.00 late registration fee as well as impose fines, after notice and opportunity for a hearing, pursuant to the fine schedule set forth in the Association's Enforcement Policy. Such lack of registration will show the dog is NOT grandfathered in and Section 312 will be enforced requiring the dog never leave the owner's unit.
4. **Visiting Animals.** Visiting Animals are required to comply with Section 312 and be confined to the unit.
5. **Rules and Regulations.** All animals must follow the following rules.
 - a. Any dog outside without a tag is subject to a fine for violation of Section 312.
 - b. Owners, and tenants with permission of an Owner, are permitted to have no more than two (2) animals in each Unit, meaning two (2) cats, two (2) dogs, or one (1) dog and one (1) cat. No animal(s) shall be kept for the purpose of breeding, boarding, or commercial purposes and no animal shall exceed 35 pounds.
 - c. No animal shall be permitted to run loose around the buildings or grounds. No animal 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.
 - d. Grandfathered Dogs shall be on a leash and the leash shall be in the hands of the owner or responsible person.
 - e. Grandfathered Dogs are permitted within the patio areas while under the direct and leashed supervision of their owners. Owners must be prepared to silence the dog should excessive barking or howling or other noise begin. No animal shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds of University Village without it being cleaned up immediately.
 - f. No animal shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Areas.
 - g. No animal 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 of time. An example of normal behavior would be an animal alerting its owner of people near the home while they pass by or visitors to the home. The owner of an animal shall ensure that it is kept in a clean, reasonably quiet, and controlled condition.
 - h. The owner of an animal shall assume all liability for the animal. The owner of an animal hereby releases the Association, its agents, and representatives, from any claims regarding such animal and shall indemnify and hold the Association, its agents, and representatives, harmless from any and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the animal.
 - i. Animal owners are responsible for any damage that is caused to the Common Area by their animal(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.
 - j. The owner of an animal agrees that the Association shall have the right to revoke the animal if there are repeated violations of the Declaration or Rule or any future rule and may require the immediate and permanent removal of that animal. The Association agrees that revocation of any animal will be an absolute last resort if all other attempts to gain compliance have failed.
 - k. Animal sitting businesses are prohibited.
 - l. Violent or aggressive animals will not be allowed in the community.

- m. The Association may have any dog waste which is not removed by the owner (or other person walking the dog) tested for DNA. If the DNA matches a registered dog, the cost of the testing will be levied against the Lot Owner as a fine and assessment pursuant to C.R.S. 38-33.3-315(4). The fine schedule for failing to remove dog waste is as follows:
1. First violation \$50.00 + cost of testing
 2. Second and Subsequent Violations \$250.00 + cost of testing


The Board may further require the Owner to permanently remove the dog from the community for repeated failure to remove waste

- n. Fines will be applied per Covenant Enforcement Policy.
6. **Enforcement.** The registration requirements, Animal restrictions and Rules and Regulations set forth herein will be enforced pursuant to this Resolution and the Association's Enforcement Policy against the Unit Owner. Failure to remedy a violation within the given compliance period is considered a continuing violation and is subject to additional fines pursuant to the fine schedule outlined in the Enforcement Policy, after notice and opportunity for a hearing, until the violation is remedied.
7. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
8. **Amendment.** The Board may, in its discretion, amend this Policy from time to time.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of University Village Homeowners Association, a Colorado nonprofit corporation, certifies the foregoing Policy was adopted by the Board of Directors of the Association, via Action Without a Meeting on February 7, 2022, and in witness thereof, the undersigned has subscribed his/her name.

**UNIVERSITY VILLAGE HOMEOWNERS
ASSOCIATION, a Colorado nonprofit corporation**

By: 
Rachel Puga (Feb 15, 2022 21:32 MST)

Its: President