

## WINFIELD ARMS

### ASSISTANCE ANIMAL RULES

These Assistance Animal Rules apply to the lease of any Winfield Arms Unit (“Unit”) in which the tenant wishes to have or requires an assistance animal (including companion animal).

#### ***1. Requirement prior to Lease***

Pursuant to the Rules & Regulations (“R&Rs”) of the Winfield Arms Homeowners Association (the “HOA”), prior to the commencement of any lease for a Unit in which the tenant wishes to have or requires an assistance animal (including companion animal), the owner of the Unit (“Owner”) and the tenant of such Unit (“Tenant”) must complete and submit to the Association for approval (via Property Manager, Aspen Resort Accommodation): (1) an Assistance Animal Application and Certification (“Application”); (2) an executed copy of these Assistance Animal Rules (“Acknowledgment”); and (3) all other documentation required by these Assistance Animal Rules. Such documents shall be an attachment to the lease between the Owner and Tenant and shall be made a part of the lease. Each Application and Acknowledgement applies only to the specific assistance animal approved in the Application. The HOA may change the R&Rs at any time notwithstanding any conflict between the terms and conditions set forth in the R&Rs and those set forth in the lease.

#### ***2. Assistance Animal Definition***

An assistance (or companion) animal is an animal that is required by an applicant or Tenant of a Unit for treatment of a physical or mental impairment which substantially limits one or more of such person's major life activities as certified by a qualified health professional or that qualifies as a reasonable accommodation under the federal "Fair Housing Act", 42 U.S.C. sec. 3601 et seq., as amended, or section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794,.

#### ***3. Assistance Animal Registration***

Applicants or Tenants who wish to keep an assistance animal must request permission in writing by submitting an Application to the Owner. The Application requires a photograph of the assistance animal and required documentation as noted below. The Application shall be completed prior to signing the Acknowledgement.

#### ***4. Documentation Required***

The following documents shall be completed for the assistance animal's registration:

- A. Assistance Animal Application (Tenant agrees to complete a new Application each time Tenant desires to keep a new assistance animal in the Unit);
- B. Assistance Animal Certification from a licensed health care provider in compliance with C.R.S. § 12-36-142;
- C. Veterinarian's statement or other proof that spaying or neutering of assistance animal has been completed, or if the animal is too young to be spayed or neutered, a signed agreement that the animal will be spayed or neutered at the earliest time deemed safe by a veterinarian;
- D. Veterinarian's statement or other proof that the assistance animal has current inoculations for rabies or distemper. This must be updated to be in accordance with state or local law. Tenant agrees to keep all inoculations current and up-to-date during the life of the assistance animal while owner of the assistance animal is a Tenant; and
- E. Photograph of the assistance animal.

#### ***5. License Requirements***

If required by the local jurisdiction, the assistance animal must be legally licensed and must wear identifying tags at all times. Tenants must abide by all other local ordinances or state law pertaining to assistance animal ownership.

#### ***6. Assistance Animal Deposit***

There is no deposit requirement nor additional "pet rent" fee for an assistance animal.

#### ***7. Vacated Unit***

When the Tenant who owns an assistance animal vacates the Unit for any reason, the assistance animal must be promptly removed from the Unit.

#### ***8. Assistance Animal Control***

All assistance animals must be in the company of and under the control of the Tenant at all times when outside. Tenants may not permit assistance animals to roam on or off the Winfield Arms property and may not tie them to trees, poles, fences, etc., on the property at any time. Tenants must take care to walk their dogs away from pedestrian areas.

#### ***9. Waste Control***

Tenants must immediately remove animal waste and clean up after their assistance animal. Assistance animal owners are responsible for the sanitary care of their assistance animal and their Unit. Cages and litter boxes must be cleaned frequently. The toilet in a Unit may not be used for waste disposal. Food may not be left out for long periods of time. The Property Manager or Owner may periodically inspect the Units of Tenants with reasonable advance notice to ensure compliance.

#### ***10. Absence of Owners***

Tenants must board their assistance animal away from the Unit when they intend to leave their Unit for more than one night and no other household member is present, able and willing to properly care for the assistance animal.

The Application requires Tenants to provide the Owner and Property Manager with the name of a relative or friend who has agreed to assume responsibility for the assistance animal in the event of the Tenant's absence, illness or death ("*Designated Alternative Care Provider*").

Tenant agrees that, if for any reason, the assistance animal is left unattended for more than twelve (12) consecutive hours, the Property Manager or Owner may call the Designated Alternative Care Provider who will then be permitted to enter the Unit and be required to remove the assistance animal from the premises. If the Designated Alternative Care Provider cannot be reached, the Property Manager or Owner may place the assistance animal in an appropriate boarding facility with all fees and costs to be borne by the Tenant. Within five days of such an emergency, the Tenant, his or her agent, Designated Alternative Care Provider, family or estate must make arrangements with the holder of the assistance animal as to its disposition and shall be responsible for all obligations, financial and otherwise. The Tenant hereby waives, releases, and holds

harmless the Owner, the Property Manager, the HOA and/or its agents of any liability, financial or otherwise, for actions taken pursuant to these Assistance Animal Rules.

In the event that the Tenant can no longer care for their assistance animal due to health deterioration, Tenant shall be required to permanently turn over the assistance animal to Designated Alternative Care Provider.

### ***11. Maintenance***

Staff of the Property Manager, including maintenance personnel, reserves the right to refuse to enter an apartment to perform work where there is an unattended or aggressive animal.

### ***12. Animal Behavior***

Tenants must keep their assistance animal under control at all times and must ensure that other Owners or Tenants are not disturbed by odor, barking, other noises, aggressive behavior, or personal injury. When an assistance animal causes injury of any kind to any person on the Winfield Arms property, the Property Manager or Owner may promptly request the Tenant to remove the assistance animal and the Tenant must immediately comply.

Tenants are expected to exercise responsible and courteous behavior so that the presence of their assistance animal does not violate the rights of others to peaceful enjoyment of the premises and their Units. Receipt by the Property Manager of verified assistance animal complaints from other Owners or Tenants will result in written violation notices and may result in lease termination proceedings.

### ***13. Assistance Animal Care***

Tenant agrees to humanely care for the assistance animal by providing it with sufficient food and water and veterinary treatment when needed. Tenant acknowledges that assistance animals need love and attention and are likely to become behavior problems without them. Tenants who find that they are often away from their apartments for several hours should consider the time that they have to devote to their assistance animal. Tenant agrees that abuse of the animal will result in contact by the Property Manager or Owner of an agency such as the Humane Society.

### ***14. Liability***

Owner and Tenants shall be strictly, and jointly and severally, liable for the entire amount of any injury to the persons or damage to the Unit or of Winfield Arms, other Owners or Tenants, and staff or visitors to the Tenant's Unit or to the Winfield Arms property caused by their assistance animal, and shall defend and indemnify the Owner, the Property Manager, the HOA and the other Owners and Tenants from and against any claims and liability and for all costs of litigation and attorney's fees resulting from such injury or damage.

***15. Enforcement by Association***

The HOA has the right to enforce violations of these Assistance Animal Rules. The HOA's remedies include, but are not limited to, fines, specific performance, and the right to require removal of an assistance animal or violating Tenant. For the avoidance of doubt, any violation of these Assistance Animal Rules is sufficient grounds for the HOA to require removal of the assistance animal from the Winfield Arms.

***ACKNOWLEDGEMENT***

I have read and will comply with the above-stated Animal Assistance Rules. In addition, I understand that failure to provide truthful information on the Application or to adhere to these Animal Assistance Rules constitutes noncompliance with my lease and may result in lease termination proceedings being taken against me.

_____	_____	_____
Signature of Tenant	Unit #	Date
_____	_____	_____
Signature of Owner	Unit #	Date