

PET POLICY AND AGREEMENT

FREEDOM RIDGE

1. Pets can contribute significantly to the quality of life of their owners;
2. The proximity of the 43 townhouses, forming the community of Freedom Ridge, is not ideal for the keeping of large, active pets;
3. A maximum of two pets may be approved for any unit;
4. Pets must not roam free, must not be aggressive, must not be a hazard to residents and must not create a noise or odour issue for our community;
5. Dogs must be hand-leashed while outside their managed yards and should be taken off the property regularly to avoid waste accumulation in yards;
6. Pets must not be left unattended on Common Property and should not be left unattended on Managed Property;
7. Any waste deposited on the Common Property is to be bagged and removed immediately;
8. Managed fenced yards that form part of many units are not to be treated as a private backyard. Owners and tenants in these units are required to keep their yards neat and clean, plants healthy, grounds weeded, and any damage caused by their pet to be repaired. Animal waste should be removed daily. Landscape maintenance by Freedom Ridge contractors can happen any weekday and failure to maintain the yard to acceptable standards will be noted and the Board informed.;
9. The Property Manger will notify the owner (and tenant) of a violation (Clauses 3-8 above) with the expectation that it will be addressed immediately. If this is not completed nor a satisfactory explanation provided to the Board within 72 hours, then the Board will fine the owner \$100 or if required, repair damage to the yard and charge the costs of repair to the owner. If a second violation occurs and (following owner and tenant notification by the Property Manager) is not remedied nor a satisfactory explanation provided in an additional 72 hours, the fine to the owner will be increased to \$150 and if required, costs for repairs will be charged to the owner;
10. A third violation will result in a fine of \$250 to the owner, cancellation of the Units Pet Approval; and if required, costs for repair will be charged to the owner.
11. Fines and/or costs of repairs if not received from owners will be taken from security deposits held by the Board as a condition of leasing a unit.
12. No Pet approval will be given to the owner of a leased unit unless a security deposit has been provided to the Board.

The following sections in Articles 62 and 43 of our By-laws provide the authority for this policy.

62. An Owner shall not:

- a) Keep or allow any animal, livestock, fowl or pet of any kind (other than birds, fish or small animals restrained at all times inside the building or his Unit) at any time to be in his Unit or on the Common Property or the Managed Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold or, if given, withdraw any time on seven(7) days' notice. All dogs approved must be hand leashed and always kept under control;
- b) Make or permit noise in or about any Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- c) Do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, or lawns nor place chairs, tables, children's games or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally on any Unit, the Managed Property or the Common Property;
- d) Allow his Unit or Exclusive Use Areas assigned to him to become unsanitary or unsightly in appearance;
- e) Allow the area on or around the Unit or Managed Property to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Unit, Common Property or Managed Property to its satisfaction and charge the expense to the Owner;

43. VIOLATION OF BY-LAWS

- a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws or the Restrictive Covenant Agreement on the part of an Owner, his servants, agents, licenses, invitees, or tenants may be corrected, remedied, or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner...
- b) In addition, the Corporation may exercise the powers provide for in Sections 35 and 36 of the Act;
- c) Each day that an Owner, tenant, or other person resident in or on a Unit contravenes these By-laws shall be considered a separate contravention, provided that the maximum monetary sanction to be imposed for any continuing non-compliance with these By-laws shall no exceed the weekly maximums provided for in the Regulation.

PET APPROVAL AGREEMENT

IT IS HEREBY AGREED between the Freedom Ridge Board and _____ that the Board will allow _____ to have the following described pet in the premises upon and subject to the terms and conditions, and hereby agrees to complete therewith.

1. Name of the pet(s): _____ (attach photo)
Breed: _____ Age: _____
Height at Maturity: _____ Weight at Maturity: _____
Sex: _____ Neutered or Spayed: _____
2. An inaccurate description of the pet shall cause revocation of this approval.
3. All pets must be licensed with the City of Edmonton. Pet Owners may be asked to provide proof of license to the Board of Directors at any given time.
4. Prior to being housed in any unit, all pets must be approved by the Board of Directors.
5. Pets cannot exceed 61 cm (24) inches in shoulder height at maturity.
6. Pet owners must ensure their pets are given regular shots for Rabies, Distemper and all other required Vaccinations and may be asked to provide Veterinary proof to the Board of Directors at any given time.
7. Pet Owners/ Unit Owners must pay for any damages that may occur as a result of their pet.
8. Pet owners agree to indemnify and save harmless the Board of Directors and Condominium Corporation from all claims which may be made against a Pet owner by reason of the Board permitting the Pet owner to keep said pet in their condominium unit.
9. The Board of Directors has the right to revoke Pet Approval, at any time on seven (7) days' notice.
10. Owners agree to remove their pet or have the Tenant remove their pet from the premises should the Board revoke this Approval.

THIS AGREEMENT SIGNED the _____ day of _____, 20____

Name of Owner

Signature of Owner

Name of Board Member

Signature of Board Member

Address

Date

This agreement is not approved unless signed by both the Owner and a Board Member