

**THE FOXBERRY VILLAGE COMMUNITIES ASSOCIATION,
FOXBERRY VILLAGE CONDOMINIUM,
AND FOXBERRY VILLAGE CONDOMINIUM II**

**ANIMAL OWNER RULES
(Updated as of October 8, 2024)**

DEFINITIONS

1) UNIT OWNER. A Unit Owner ("UO") shall be the individual, or individuals, who are in title to the condominium unit.

2) UNIT RESIDENT. A Unit Resident ("UR") shall be an individual or individuals who are leasing, renting or otherwise residing in the condominium unit, but who are not in title to the condominium unit.

3) NON-OWNER SECURITY INTEREST HOLDERS. A Non-Owner Security Interest Holder(s) (NOSIH) is considered to be an individual or individuals who have an interest in the condominium unit as security for an obligation, a NOSIH shall not be considered either a UO nor a UR.

4) PETS. UOs are **PERMITTED ONE SMALL DOG AND/OR ONE CAT, OR TWO CATS. DOGS - A SMALL DOG IS CONSIDERED TO BE AROUND THIRTY (30) POUNDS IN WEIGHT OR LESS.**

1 . The following list of permitted animals include:

a. Dogs;

i. Certain breeds of dogs are considered dangerous by insurance underwriters and will not be authorized at Foxberry including, but not limited to:

1. Akitas,
2. Alaskan Malamutes,
3. American Staffordshire Terriers,
4. Pitt-Bulls, Rottweilers,
5. German Shepherds,
6. Huskies,
7. Malamutes,
8. Doberman Pinschers,
9. Miniature Pinschers,
10. Chow Chows,
11. Perro de Presa Canarios,
12. Wolf Hybrids,
13. Great Danes, and
14. Mixed breed animals containing any of any of the above breeds.

b. Cats;

c. Birds(2) ; and

d. Fish.

1. All birds must be kept in a cage while on the property.

No other Pets will be permitted in the Units. In determining its policy with respect to Pets, the Board of Managers may establish, in its sole and absolute discretion, standards, rules, and regulations with respect to the types and kinds of Pets permitted. No fostering of animals allowed.

5) SERVICE ANIMALS. UOs and URs are permitted one service animal ("SA") in lieu of a Pet as described in the preceding paragraph. The SA shall be of the same type as described in Paragraph 4 and shall remain under thirty (30) pounds in weight, unless the disability in question specifically requires the assistance of an animal which exceeds the weight limit and the UO's or UR's current physician authorizes such an animal in writing, which writing must be updated and renewed every six (6) months. The SA may be any of the above-mentioned animals as set forth and described in Paragraph 4. The request for the placement of an SA not specifically mentioned in Paragraph 4 requires express written consent by the Board of Managers, acting in its sole and absolute discretion, to permit the nonconforming SA to reside on the property.

6) EMOTIONAL SUPPORT ANIMALS. UOs and URs are permitted one Emotional Support Animal ("ESA") in lieu of a Pet described in Paragraph 4. The ESA shall not exceed thirty (30) pounds in weight and shall be selected from the list of animals described in Paragraph 4. No other ESAs will be permitted in the Units.

7) VISITING PETS, SAs, OR ESAs. Individuals visiting a UO or a UR, with a Pet as described in Paragraph 4, a service animal as set forth and described in Paragraph 5, or an ESA set forth and described in Paragraph 6 are limited to a seven (7) day stay at the property.

8) PET OWNER. Only a UO who resides in said unit shall be permitted to keep a Pet on the premises. A UR is not entitled to be a Pet Owner (PO) under these by-laws and will not be allowed to possess a Pet as described in Paragraph 4.

9) SERVICE ANIMAL OWNERS. Both Unit Owners and tenants who rent from a Unit Owner may be considered SA owners under these by-laws and will be entitled to possess a SA as described in Paragraph 5.

10) EMOTIONAL SUPPORT ANIMAL OWNERS. Both Unit Owners and tenants renting from a Unit Owner may be ESA owners under these by-laws and will be entitled to possess an ESA as described in Paragraph 6.

11) COMMON AREAS. Common areas include, but are not limited to the following:

- a. Communal social areas;
- b. Garden areas;
- c. Indoor walkways;
- d. Outdoor walkways;
- e. Balconies; and
- f. Patios.

12) PROPERTY MANAGER. Shall be responsible for reviewing alleged violations of the Foxberry Village Condominiums animal policy.

CONDOMINIUM APPLICATION PREREQUISITES FOR ANIMALS

13) ASSOCIATION FEES. No requests for a Pet will be considered if the UO is not current in their association fees.

14) CONDOMINIUM FEES. No requests for a Pet will be considered if the UO is not current in their condominium fees.

15) COMPLAINTS OR VIOLATIONS. No requests for a Pet will be considered if there are any outstanding or unresolved complaints or violations against the UO.

16) CONDO-HOMEOWNER'S INSURANCE PREREQUISITE. UOs must carry condo homeowners insurance, specifically a HO6 policy, with Foxberry listed as an additional insured, and the Pet, SA, or ESA must be covered by said insurance.

a. If a UR has either a SA or an ESA, then the UO will be required to submit to the Board of Managers a copy of their condo-homeowners policy indicating that the animal has been added to the policy PRIOR TO THE ANIMAL BEING ALLOWED ON THE PREMISES.

i. Any additional insurance cost that Foxberry incurs for insurance coverage of a Pet, SA, or ESA will be passed on to both the UO and UR.

b. If a UO's condo-homeowners insurance is canceled, the UO must contact Dee Property Management LLC., or the current property manager within ten (10) days of the cancellation occurring.

APPROVAL BY BOARD OF MANAGERS

17) CONSIDERATION OF ANIMAL APPLICATION. The application will not be considered, and the Pet, SA, or ESA shall not be permitted on Foxberry property, until the Board of Managers meets and agrees that the Pet, SA, or ESA is acceptable and signs off on its inclusion at Foxberry. Boards of Managers meetings are held on the second Tuesday of each month, except December in which there is no meeting.

18) APPLICATION BY A NON-UNIT OWNER. A UR residing on the premises, who requires either a service animal or an emotional support animal will be required to obtain the UO's signature on all documents submitted for the application.

ANIMAL DOCUMENTATION REQUIREMENTS

19) PET DOCUMENTATION. Prior to the animal entering Foxberry's property, a UO must first obtain the written approval of the Board of Managers by submitting the following documents:

- a. A completed and executed Animal Owner Registration and Permit Form;
- b. A current Town of Amherst License;

- i. Applies only to dog owners;
 - c. A clear, accurate and current photo depicting the animal;
- 20) SA DOCUMENTATION. **PRIOR TO THE ANIMAL ENTERING FOXBERRY'S PROPERTY**, a UO must first obtain the written approval of the Board of Managers by submitting the following documents in addition to the ones mentioned in Paragraph 18:
- a. A certified letter signed by a licensed Western New York physician who is in the process of treating the requesting individual. This letter must state that the individual who is requesting a SA has a qualifying disability under the American with Disabilities Act ("ADA") and state the type and size of the animal necessary for the disability.
 - i. **PLEASE BE AWARE THAT ADA DOCUMENTATION MUST BE RESUBMITTED TO THE BOARD OF MANAGERS EVERY SIX (6) MONTHS**
 - b. Documentation certifying that the SA has received proper training to act as a SA.

- 21) ESA DOCUMENTATION. **PRIOR TO THE ANIMAL ENTERING FOXBERRY'S PROPERTY**, a UO or UR must first obtain the written approval of the Board of Managers by submitting the following documents in addition to the ones mentioned in Paragraph 18:
- a. A signed letter by a licensed Western New York physician who is in the process of treating the requesting individual. This letter must state that the individual who is requesting an ESA has a disability which qualifies for the assistance of an ESA under the American with Disabilities Act ("ADA"). The ESA must be in strict compliance with Paragraph 6.
 - i. **PLEASE BE AWARE THAT THIS DOCUMENTATION MUST BE RESUBMITTED TO THE BOARD OF MANAGERS EVERY SIX (6) MONTHS**

- 22) VISITING PET, SA, OR ESA. Prior to the arrival of the visiting Pet, SA, or ESA on Foxberry Village Condominium's property, the UO or UR must contact Dee Property Management LLC., or the current property manager and request permission with the following information:
- a. Dates of the visit;
 - b. Breed of Pet, SA, or ESA;
 - c. Up to date copy of any and all required licenses;
 - d. Up to date copy of all required vaccinations;

NOTE: IN ORDER TO BE APPROVED FOR A VISIT ALL PETS, SAS, OR ESAS MUST BE IN COMPLIANCE WITH PARAGRAPHS 4 – 6.

DISPOSITION, BEHAVIOR AND CONTROL OF ANIMAL

- 23) DISPOSITION AND BEHAVIOR OF ANIMAL. The Board of Managers will require the permanent removal from Foxberry's property of any animal which exhibits what the Board of Managers considers dangerous behavior, regardless of the reason.

24) CONTROL OF ANIMAL. UOs and URs will need to comply with the following rules concerning the control of Pets, SAs, and ESAs residing on the premises or in designated common areas as described in paragraph 11:

- a. Animals present in common areas must be restrained on a leash not to exceed six feet in length;
- b. Animals are prohibited from being left unattended in any of the common areas;
- c. Animals may not be left tethered to a stationary object in any of the common areas;
- d. Animals may not be left unattended on the patios, balconies or common areas;
- e. Animals shall not be permitted to continuously or excessively make loud noises so as to disturb neighbors' rest or peaceful enjoyment of their units, patios or other common areas;
- f. Animal owners are responsible for immediate removal of their animal's waste from common areas; and
- g. Animals are not allowed in the pool area.

COMPLIANCE WITH CONDOMINIUM RULES AND REGULATIONS

25) COMPLIANCE WITH CONDOMINIUM RULES AND REGULATIONS. UOs and URs must comply with Foxberry Village Condominiums' entire Pet, SA, and ESA rules and regulations.

COMPLIANCE WITH LOCAL ANIMAL AND HEALTH LAWS AND CODES

26) COMPLIANCE WITH LOCAL LAWS. Before obtaining an animal, UOs and URs are required to become familiar with, and comply with, the laws of the State of New York and the Town of Amherst regulations and codes regarding animals of the type they own, the requirements for licensing, vaccinations, leashes, and sanitation.

- a. UOs and URs shall strive to the best of their ability to prevent their animal from soiling or defecating in garden areas, walkways of units, on patios, or on balconies.
- b. UOs and URs must dispose of all animal waste in sealed plastic bags and placed in the garbage in their unit or dumpster.
 - i. UOs and URs may not wash animal waste off a patio or balcony.
- c. UOs and URs are not permitted to leave animal food on patios.

DAMAGE TO PROPERTY AND LIABILITY FOR INJURY

27) DAMAGE TO PROPERTY. UOs and URs shall work to ensure to prevent damage, destruction, or disturbances to Foxberry's property by their Pet, SA, or ESA or by an invitee's Pet, SA, or ESA.

- a. UOs will be held responsible for all property damaged, destroyed, or disturbed by their Pet, SA, or ESA or by a UR's or a visitor's Pet, SA, or ESA.
- b. All claims for property damage are to be filed with the UO's insurance provider with a copy provided to Foxberry.

28) LIABILITY OR INJURY. UOs shall work to prevent injury to other Foxberry's UO, UR or invitees of URs by their Pet, SA, or ESA or by an invitee's Pet, SA, or ESA.

- a. UOs will be held responsible for the cost for all injuries caused by their Pet, SA, or ESA or by a UR's or a visitor's Pet, SA, or ESA.
- b. All claims for injury are to be filed with the UO's insurance carrier.

PROHIBITED USES OF PETS, SAS OR ESAS

29) PROHIBITED USES. No UO or UR may use their or a visitor's Pet, SA, or ESA for commercial purposes.

REPLACEMENT OF PETS OR ESAS

30) REPLACEMENT OF A PET. Upon death of a Pet, a UO may not replace such a Pet unless the UO delivers a new Pet submission packet to the Board of Managers for written approval to procure a new Pet.

31) REPLACEMENT OF AN SA. Upon death of an SA, a UO or UR may not replace a SA unless the UO or UR delivers a new SA submission packet to the Board of Managers for written approval to procure a new SA.

32) REPLACEMENT OF AN ESA. Upon death of an ESA, a UO or UR may not replace the ESA unless the UO or UR delivers a new ESA submission packet to the Board of Managers for written approval to procure a new ESA.

RULE COMPLIANCE AND ARBITRATION PANEL

33) NOTICE OF ANIMAL POLICY VIOLATIONS. Any violations of Foxberry's animal policy shall be submitted to the Property Manager in writing (including but not limited to: an email; a call; or a signed note) describing the alleged violation. In the event that a Pet, SA, or ESA is threatening to or causes bodily harm, local law enforcement should be immediately called by any UO or UR observing such behavior.

34) CC REVIEW PROCESS. Upon receipt of a written complaint evidencing a violation of Foxberry's animal policy, the complaint will be reviewed by the Manager who shall arrange for the alleged offending UO or UR to speak and share their side of the story. At the conclusion of the meeting the Manager will have five (5) days to review the information and submit to the Board of Managers a recommendation if sanctions are necessary and what sanctions should be implemented. The recommendation will be reviewed and considered at the next meeting, as described in paragraph 16.

35) BOARD OF MANAGERS REVIEW PROCESS. Upon review of the Property Manager's recommendation, the Board of Managers will notify the offending UO or UR in writing and require the violation to be corrected within five (5) days of receipt of notice. Upon correction of the violation the UO or UR will sign the receipt of notice and return said notice to the Board of Managers demonstrating that said violation has been resolved.

36) DISPUTE AND ARBITRATION FEES. If legal or other action is required by the Board of Managers to enforce the provisions of Foxberry Village Condominiums animal policy, UO's are obligated to pay all costs of such an action, including Dee Property Management LLC., or the current property manager's attorney and legal fees.

ENFORCEMENT OF ANIMAL POLICY

37) FINES. In the event that UO or UR continues to violate Foxberry's animal policy, the Board of Managers may impose a fine of up to \$25.00 on both the UO and UR for each day the violation continues.

a. The Board of Managers has the authority to increase the fine in the event that the offending UO and/or UR has failed to cure the offense within five (5) days of notice sent by the Board of Managers.

b. The calculation of the fines will be measured from the date that the Board of Managers

sent the notice of violation to both the offending UO and UR.

38) REMOVAL OF PET, SA, OR ESA. In the event that UO or UR continues to violate Foxberry Village Condominium's animal policy after the Board of Managers have delivered notice to the offending UO or UR, the Board of Managers may require the offending UO or UR to remove the animal from the property.

39) ANIMAL FOSTERING, BREEDING, DOG DAYCARE AND DOG TRAINING. Animal fostering, housing of animals for breeding purposes, operating a dog daycare or temporary housing or dog training as a business is not allowed in Foxberry. See the section on Visiting Dogs for dogs coming on property for a short visit.