

THE SIERRA OWNERS ASSOCIATION
POLICY RESOLUTION NO. _____
(Establishing Rules Relative to the Keeping and Maintenance of Pets)

RECITALS

WHEREAS, Article 3, Sections 3.1 of the Bylaws provide the Board with all powers and duties conferred upon the Association as set forth in the Declaration, Bylaws, and Articles (“governing documents”) that are necessary for the administration of the affairs of the Association, and permit the Board to do all such acts and things that are not expressly reserved and required to be exercised by the Members; and

WHEREAS, Article 5, Section 5.8 B of the Bylaws states that “each unit and the common elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and changed by the Board of Directors. Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner. Changes to the rules and regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each unit owner upon request.”

WHEREAS, the Board deems it necessary and desirable for the health, safety, and welfare of the Members to establish certain policies and procedures to implement the provisions of Article 5, Section 5.8 A8 of the Bylaws.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and rules and regulations are hereby adopted:

I. General Guidelines

A. Permitted Animals.

The only animals that may be raised, bred, or kept in any Residential Unit are dogs, cats, fish, and birds provided that they are not kept, bred, or raised for commercial purposes. Any unit owner may keep only one dog or cat unless otherwise approved by the Board of Directors or the Covenants Committee.

B. Prohibited Animals.

The following types of animals are not permitted: pit bulls, Rottweilers, or other dogs that in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Community.

II. Requirements and Restrictions

- A.** Pet owners are responsible for removing their pet’s wastes from the Common Areas. In addition, pet wastes and odors shall not be permitted to accumulate in Residential Living Units so as to create unattractive or unsanitary conditions. Pets should be walked on the grassy area on the perimeter of the property.
- B.** No pet shall be permitted to bark, howl, whine, or make other noises for such a time as it disturbs neighbors’ rest or enjoyment of their home. No pet shall be left unattended in an Exclusive Use Area.

- C. Except when within its Owner's Unit, a pet must be carried or on a leash that enables close control of the pet and attended by a responsible person.
- D. No animal may be leashed or tied to any object on the Common Areas.
- E. Pet owners are fully responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.
- F. Pets may not be kept or maintained for commercial or breeding purposes.
- G. All pets having access to the Common Areas must be registered and inoculated as required by law.
- H. Owners who lease their property shall obtain from the lessee a written agreement (whether on the lease form itself or in a separate document) to abide by these rules and shall submit a copy of that agreement to the Manager.
- I. No owner may keep a dog larger than 25 pounds at its full grown potential weight. Owners who register their pet before April 15, 2006 will be granted an exception to the weight limit set forth in this policy only for as long as they own the unit. No owner shall be granted an exception to the number of pets allowed within a unit.

III. Nuisances

The following behavior shall be considered nuisances and the grounds for filing a complaint:

- A. Pets that are allowed to run at large.
- B. Pets that have been allowed to damage, soil, defecate on, or defile the Common Areas or private property.
- C. Unsanitary, dangerous, or offensive conditions created by a pet either inside a Unit or anywhere on the Common Areas;
- D. Ordering or allowing a pet to molest, attack, or otherwise interfere with the freedom of movement of people on the Common Areas, and including chasing vehicles, attacking other pets, or other kinds of disturbance;
- E. Pets making or causing noise of sufficient volume to interfere with other residents' rest and peaceful enjoyment of their property;
- F. Keeping a pet in a vehicle.

IV. Pet Registration

- A. The purpose of pet registration is to aid in identifying a pet and its owner in the case of injury to the pet or another animal or person, in the case of a violation of the Governing Documents, and to prevent false accusations when a problem animal is from outside the community.

- B. All pets that live in a Residential Living Unit shall be registered with the Association using a Pet Registration Form contained in Exhibit A to this resolution.
- C. The Registration Form shall be submitted to the managing agent of the Association by mail to Legum & Norman 4401 Ford Avenue, Suite 1200, Alexandria, Virginia 22302 or by fax to 703-848-0982. Pet registration forms must be received by management by April 15, 2006 for current owners or within 30 days of occupying a unit.
- D. Registration with the Association is in addition to, not in lieu of, registration required by law. It is the responsibility of pet owners to properly inoculate and register their pets as required by local ordinance. Registration with the local jurisdiction does not eliminate the need for registration with the Association.
- E. While the Association reserves the right to charge a pet registration fee in the future if such becomes necessary to offset expenses incurred to implement this resolution, no such fee shall be charged at this time.

V. Enforcement

- A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies pursued by the Association. The Association may enforce its penalties independent of remedies pursued by the locality.
- B. Pursuant to Article 5, Section 5.8 A8 of the Bylaws, the Board of Directors shall have the right to require that any pet, which, in the Board's opinion, is "causing or creating a nuisance or unreasonable disturbance or noise," be permanently removed from the Community upon ten (10) days' written notice.
- C. In addition to the forgoing enforcement remedies, any violation of this resolution shall be deemed to be a "Hazardous Activity" subject to the fines imposed through the Rules Enforcement Policy of the Association.

VI. Indemnification

Pursuant to Article 5, Section 5.8 A of the Bylaws, any unit owner who keeps a pet upon any portion of the Community shall indemnify, defend, and hold harmless the Association, its officers, directors, contractors, agents, and employees from any claim brought by any Person against the Association, its officers, directors, agents, employees and each unit owner for personal injuries or property damage caused by such animals.

This Resolution was adopted and approved by the Board of Directors of the Sierra Owners Association this 13th day of March, 2006.

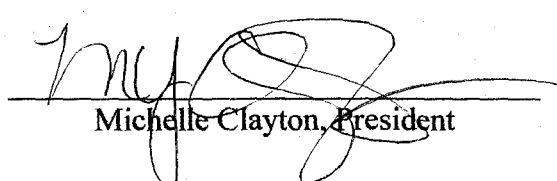

Michelle Clayton, President

EXHIBIT "A"
TO
POLICY RESOLUTION NO.
PET REGISTRATION FORM

This is Side One of a two-sided document. Please be certain to read and complete both sides prior to submitting the document to the Association Office.

I. APPLICANT INFORMATION

- A. Applicant's Name(s) _____
- B. Applicant's Address _____

- C. Co-Owner's Address _____
(if other than Applicant's) _____
- D. Applicant's Phone (H) _____
(O) _____

II. PET INFORMATION

(Note: If more than one pet is to be registered, separate registration forms are required for each pet.)

- A. Name pet answers to _____
- B. Pet is a _____
- C. Breed _____
- D. Color(s) and distinctive markings _____
- E. Additional information to identify pet _____
- F. Rabies tag number (if applicable) _____
- G. Pet license number (if applicable) _____

EXHIBIT "A"
TO
POLICY RESOLUTION NO. ___
PET REGISTRATION FORM

This is Side Two of a two-sided document. Please be certain to read and complete both sides prior to submitting the document to the Association Office.

III. PERSON TO CONTACT IN CASE OF EMERGENCY

A. Name _____

B. Phone (H) _____

(O) _____

IV. INDEMNIFICATION

By virtue of keeping my pet(s) within the property, I agree to indemnify and hold the Association, each Member, the Board of Directors, its officers, directors, contractors, agents, and employees from any claim brought by any Person against the Association, its officers, directors, agents and employees for personal injury or property damaged caused by my keeping the above pet(s) within the property.

I certify that I have reviewed and agree to the animal regulations contained in Article 7, Section 7.6 of the Declaration and in Policy Resolution No. ___, titled Pet Regulations, and which are hereby incorporated by reference.

Applicant's Signature

Date

Note: If this application is submitted by a lessee, the Owner or Owner's agent must sign this form below.

Owner's or Agent's Signature

Date