

Pet Policy of Chetola Woods COA

Original Effective Date: May 1, 2017

REVISED: *March 2023*

Purpose:

The Chetola Resort is a pet friendly facility that understands pets are an extension of our families. We welcome owners and their pets and provide the revised Pet Policy for Chetola Woods COA. This policy establishes reasonable requirements for owners that keep pets in Chetola Woods COA properties and walk their dogs here.

This policy applies to Woods owners and family guests only. Non-family renters and visitors are prohibited from bringing any pet at any time. Family guests are defined as immediate family, i.e., mother, father, siblings, and children. The Chetola Woods COA respects the rights of its members to enjoy the privilege of pet ownership. The COA also recognizes the rights of its members to freedom from the nuisances commonly associated with domesticated animals. These include, but are not limited to, noise, undesired physical contact, breeding or kenneling for profit, and the destruction of property. The COA reserves the right to enforce penalties on owners for failures related to maintaining responsible control over their pets. Penalties include documented reprimand, fines, and the removal of the pet(s) from Chetola.

The terms and conditions of this Policy will also apply to Emotional Support Animals. It will not apply to Registered Service Animals as defined by the Americans with Disabilities Act (ADA) and applicable state law. Service Animals are welcome with the understanding that Chetola Resort management may exercise its right to request valid identification.

Limitations:

Pets

Pets, as referenced in this policy statement and allowed on properties governed by Chetola Woods COA, are restricted to dogs, cats, and small birds restricted to a cage environment. Specifically prohibited are exotic animals such as, but not limited to, reptiles, rodents, ferrets, hedgehogs, skunks, rats, raccoons, squirrels, potbellied pigs, monkeys, arachnids, or any farm animal. Also, the following breeds, or dogs of such mixed breeds are not permitted: Pit Bull, Rottweiler, Doberman, Chow, as well as any other aggressive breed.

Other

Dogs are the only pets allowed outside of a unit and must always be controlled by a leash. Pets are not permitted in the restaurant, pub, meeting rooms, spa, recreation center, the Inn or on the outdoor playground. Pets including Service Animals are not allowed to swim or play in the Chetola Lake or any pond or creek on the property.

Safety:

Pet owners are responsible for the behavior of their pet and should management in their sole discretion determine that the pet is disruptive, considered dangerous or likely to frighten, harm or disrupt others, other arrangements must be made immediately to house the pet off the premises. All such incidents shall be reported to Chetola Security. Any animal considered to be vicious, or uncontrollable may be permanently banned from the property by the Chetola Woods COA Board.

The unit owner shall be responsible for removing the offending animal. Any costs or expenses (including attorney's fees) incurred by the POA for the removal of any pet shall be borne by the unit owner.

The unit owner has the right to a hearing before an adjudicatory panel appointed by the Board. The unit owner shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. Procedures relating to the hearing before the adjudicatory panel shall be in accordance with Section 47C-3-107.1 of the North Carolina General Statutes. Until the hearing is held, the animal which is the subject of the hearing shall be banned from Chetola property. Fines may be imposed on the unit owner in accordance with Section 47C-3-107.1 of the General Statutes.

Restrictions:

A maximum of 2 pets, regardless of size and breed, is allowed per unit. Only Chetola Woods property owners may bring a pet on the premises. Renters and visitors are prohibited from bringing a pet at any time.

Pet Waste:

Pet owners are responsible for cleaning up after their pets and properly disposing of the waste. Failure to clean up after a pet will result in a fine of up to \$200.

Pet owners are responsible for compliance with all applicable city, state, and federal statutes, ordinances, and administrative regulations as well as this Pet Policy, by themselves, their family members, visitors, and all occupants of their unit. Owners may be fined for non-compliance.

General Rules:

Pets shall not be permitted outside of their owner's unit unless attended.

Pets shall not be permitted to remain on unenclosed balconies unattended.

Pets shall always be kept inside the unit except for transportation on and off the property and for walks (dogs only). When outside, pets shall be carried or restrained by a leash.

Pet owners must keep the common areas surrounding their unit free of pet odor, insect infestation, waste, and litter.

Pet owners are responsible to ensure peace and quiet enjoyment for other owners, and to avoid health and safety infringements created by their pet's noise, odors, wastes, or other nuisance. Examples of nuisance behavior are:

- A. Pets whose unruly behavior causes personal injury or property damage.
- B. Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
- C. Pets that are conspicuously unclean.
- D. Pets that bark or make other noise to the disturbance of any person at any time of day or night.
- E. Pets that are not under the complete physical control of a responsible human companion and on a leash or in a pet carrier.

No Pets shall be kept for breeding.

Enforcement:

Any owner or guest upon observing an infraction of any of these rules should report to Chetola Security, who will investigate the infraction and report to Chetola Woods Property Manager.

If the complaint is not resolved and it is determined that the complaint is well founded, the pet owner will receive written notice of the violation. The violation may result in a fine, removal of pet from property, or other enforcement action. The Board has the authority to assess and collect amounts for fines, other costs, and damages, subject to and in accordance with Chapter 47C-3-107.1 of the General Statutes.

Procedure

In the event of a violation, a written notice shall be given to the resident setting forth the provision of the Pet Policy alleged violation. This procedure shall be governed by Chapter 47C-3-107.1.

If it is determined that the pet must be removed, the pet-owning unit owner will be asked to remove the pet from the premises. The Board may determine, in its discretion, that immediate removal of the pet is required in order to protect the health, safety, and/or welfare of the Chetola community and its residents.

Right of Appeal

Any unit owner receiving a notice of violation is entitled to a hearing, if requested. At the hearing, the unit owner may present evidence which he/she considers relevant to the imposition of a fine or a mitigation thereof. The hearing shall be conducted by an adjudicatory panel appointed by the Chetola Woods Board of Directors. In accordance with Chapter 47C-3-107.1, the Adjudicatory Board shall conduct any investigation as it deems necessary for the purpose of determining whether a violation has occurred and whether a fine should be imposed. The adjudicatory panel shall consist of members in good standing of the COA.

Collection Provision

All fines, costs, and expenses necessary to enforce this resolution will be levied against the property owner and shall be an assessment against the owner's property and subject to all liens and collections power of the Chetola Woods COA.

Indemnification Clause

With respect to all violations of this pet policy, and any other action or event created by an animal under their, or their guest supervision, pet owning unit owners shall indemnify and hold harmless the Chetola Woods COA and its Board, Chetola Resort, RSK Mountain Resort, L.L.C. from all liability.

Policy Amendments:

The Woods COA Board, pursuant to policy, and in compliance with all relevant statutes and regulations, may amend these rules in its sole and absolute discretion at any time.

The invalidity of one or more provisions of this policy shall not affect the validity of any other provisions hereof, and this policy shall be construed and enforced as if such provisions were not included.