

THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I

PET RULES AND REGULATIONS

Effective [Insert Date]

The following Rules and Regulations have been adopted by The Vineyards at Vista San Juan Homeowners Association I, a Colorado nonprofit corporation (Association), pursuant to its authority under the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), recorded April 19, 1993, in Book 851, Pages 424–442, Montrose County, Colorado, at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

CC&Rs Source Provision — Article IX, Section 6 (quoted verbatim): “No animals of any kind shall be raised, bred or kept on any Unit or the Common area, except that each Owner may have a total of two of the following; dogs, cats, or other customary household pets, provided that they are not kept, bred or maintained for any commercial purpose and so long as they remain in direct control of the Owner. Owners shall be responsible for cleaning up after their pets in the Common Area.”

Superseding Federal and State Law — Assistance Animals: The federal Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B), and the Colorado Anti-Discrimination Act, C.R.S. §§ 24-34-502 and 24-34-502.2 as amended by House Bill 26-1045 (effective August 12, 2026), require the Association to make reasonable accommodations in its rules for persons with disabilities. An assistance animal is not a pet. To the extent CC&Rs Article IX, Section 6 or these Rules and Regulations would limit, condition, or charge for an assistance animal, federal and state law control, and Section 3 below governs.

Purpose: To implement the requirements of CC&Rs Article IX, Section 6, to state the Association’s obligations regarding assistance animals, and to establish the enforcement procedures required by the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Rules and Regulations:

1. Purpose and Scope: These Rules and Regulations implement CC&Rs Article IX, Section 6 and apply to all unit owners, tenants, occupants, and guests. In the event of any conflict between these Rules and Regulations and the CC&Rs, the CC&Rs shall control, except where federal or Colorado law supersedes them.

2. Pet Ownership Requirements (CC&Rs Article IX, Section 6):

Two-pet limit: No Owner, tenant, or occupant shall raise, breed, or keep more than two (2) total pets per unit at any one time. Permitted pets are limited to dogs, cats, and other customary household pets. No animals of any other kind shall be raised, bred, or kept on any unit or in the Common Area. This limit does not apply to an approved assistance animal (Section 3).

No commercial purpose: No pet may be kept, bred, or maintained for any commercial purpose.

Direct control: Pets must remain in the direct control of the Owner at all times.

Waste removal: Owners are responsible for cleaning up after their pets in the Common Area. Failure to do so is a direct violation of CC&Rs Article IX, Section 6.

3. Assistance Animals — Reasonable Accommodation (42 U.S.C. § 3604(f)(3) (B); C.R.S. §§ 24-34-502 and 24-34-502.2):

What an assistance animal is: An assistance animal is an animal that does work, performs tasks, assists, or provides therapeutic emotional support to an individual with a disability. Assistance animals include both trained service animals and support animals, and are not limited to dogs and cats. An assistance animal is not a pet.

Pet rules do not apply: The two-pet limit in Section 2, any restriction on species, breed, weight, or size, and any pet fee, deposit, or surcharge do not apply to an approved assistance animal. The Association will not charge an Owner or resident anything for keeping an approved assistance animal.

How to request an accommodation: Submit a written request to the Association at the mailing address in Section 16. The Board will engage in a good-faith interactive process with the requester and will issue a written decision within fourteen (14) days of receiving the request or of receiving any documentation it has properly requested, whichever is later. A request is neither denied nor abandoned by the passage of time.

Documentation the Association may request: Where the disability or the disability-related need for the animal is not obvious, the Association may request reasonable documentation supporting the claim of disability or the disability-related need. The Association will not request, and an Owner need not provide:

- a diagnosis, medical records, or the results of a medical examination;
- a notarized statement or a statement made under penalty of perjury;
- use of any particular form; or
- certification, registration, licensing, an identification card, a vest or tag, or proof of training for the animal.

Conduct standards apply: An approved assistance animal is subject to the same leash, waste-removal, noise, and property-damage standards that apply to pets. The Association may charge an Owner for damage an assistance animal causes on the same basis it charges any Owner for damage.

When removal is available: The Association may deny or withdraw an accommodation, or require removal of an assistance animal, only on the basis of documented, specific conduct by that individual animal establishing a direct

threat to the health or safety of others, or substantial physical damage to the property of others, that cannot be eliminated or reduced through action the Owner takes. A determination may never be based on breed, size, or the mere presence of the animal, and never on numerical non-compliance with Section 2 alone.

Misrepresentation: Under C.R.S. § 18-13-107.3, intentionally misrepresenting an entitlement to an assistance animal is a civil infraction in Colorado. The statute requires that a prior written or verbal warning be given before any penalty is sought.

4. Pet as Nuisance — Unreasonable Disturbance (CC&Rs Article IX, Section 7):

CC&Rs Article IX, Section 7 prohibits any use of the Property that “unreasonably disturbs the Owner of any Unit or any resident thereof.” A pet that unreasonably disturbs other residents — through persistent barking, howling, or similar behavior that interferes with the quiet enjoyment of neighboring units — constitutes a nuisance violation. This is a non-health/safety violation subject to the warning-first escalating fine schedule.

5. Pet Endangering Health — Safety Concern (CC&Rs Article IX, Section 7):

CC&Rs Article IX, Section 7 separately prohibits any use of the Property that “may endanger the health” of any Owner or resident. A pet that poses a direct threat to the health of any resident — such as a pet that has bitten, attacked, or created an unsanitary condition affecting neighboring units — is a health and safety violation. Health and safety violations follow the expedited procedure in Section 6: written notice, a seventy-two (72) hour cure period, and an inspection confirming the violation was not cured before any fine may be imposed.

6. Enforcement (CC&Rs Article XIII, Section 1; CCIOA §§ 38-33.3-209.5 and 38-33.3-302):

Notice of Violation: The Association shall issue a written Notice of Violation specifying the violation, the required corrective action, and the cure period. For non-health/safety violations the notice shall be sent by certified mail, return receipt requested, as required by C.R.S. § 38-33.3-209.5(1.7)(b)(III).

Cure periods — ordinary violations (C.R.S. § 38-33.3-209.5(1.7)(b)(III)): Non-health/safety violations carry a thirty (30) day cure period. If the Association does not receive notice from the Owner that the violation has been cured, it shall inspect within seven (7) days after the cure period expires. If the violation has not been cured, a second thirty (30) day cure period commences. The Association shall grant two consecutive thirty-day cure periods before taking legal action. C.R.S. § 38-33.3-209.5(1.7)(b)(III)(B) and (V).

Cure period — health and safety violations: Health/safety violations (pet endangering health) carry a seventy-two (72) hour cure period following written notice. After an inspection establishing that the violation was not cured, the Association may impose a fine no more often than every other day until the violation is cured. C.R.S. § 38-33.3-209.5(1.7)(b)(II).

Owner notice of cure: If the Owner cures the violation within the cure period, the Owner may notify the Association, and if the Owner sends visual evidence of the cure with that notice, the violation is deemed cured on the date the notice was sent. C.R.S. § 38-33.3-209.5(1.7)(b)(IV).

Fine schedule (C.R.S. § 38-33.3-209.5(1.7)): Fines are consistent with the Association's Enforcement Policy and may only be assessed after the cure period expires and the Owner has been given an opportunity for a hearing. For violations that do not threaten public health or safety, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00). Fines may never be imposed on a daily basis. C.R.S. § 38-33.3-209.5(1.7)(b)(I) and (III).

Violations not threatening public health or safety (total fines for the violation capped at \$500):

Violation (CC&Rs Source)	1st	2nd	3rd	4th+
Keeping more than two (2) pets on Unit or Common Area (Art. IX, Sec. 6)	Warning	\$100	\$250	\$500
Pet not in direct control of Owner (Art. IX, Sec. 6)	Warning	\$100	\$250	\$500
Failure to clean up after pet in Common Area (Art. IX, Sec. 6)	Warning	\$100	\$250	\$500
Keeping, breeding, or maintaining animal for commercial purpose (Art. IX, Sec. 6)	Warning	\$100	\$250	\$500 + required removal
Animal raised, bred, or kept on Property in violation of these Rules (Art. IX, Sec. 6)	Warning	\$100	\$250	\$500 + required removal
Pet unreasonably disturbing residents — persistent noise or other behavior (Art. IX, Sec. 7)	Warning	\$100	\$250	\$500

Violations threatening public health or safety — written notice, 72-hour cure, then fines no more often than every other day (C.R.S. § 38-33.3-209.5(1.7)(b)(II)):

Violation (CC&Rs Source)	Amount per assessment	Frequency
Pet creating condition that endangers the health of any Owner or resident (Art. IX, Sec. 7)	Up to \$500.00	No more often than every other day until cured

Pet removal: In cases of repeated or serious violations the Board may require removal of the pet. Written notice and a hearing opportunity must be provided before ordering removal, except where an immediate threat to health or safety exists. Removal of an approved assistance animal is governed by Section 3 and not by this provision.

Suspension remedy (CC&Rs Article III, Section 1(d)): The Association may suspend an Owner's voting rights and right to use Association facilities for a period not to exceed thirty (30) days for any infraction of these Rules and Regulations. This remedy does not apply to voting rights assigned to any Encumbrancer.

No foreclosure based on fines: The Association shall not pursue foreclosure of an assessment lien where the debt securing the lien consists only of fines, or only of collection costs or attorney fees associated with fines. C.R.S. § 38-33.3-209.5(8)(c).

CC&Rs enforcement (CC&Rs Article XIII, Section 1): The Association or any Owner may enforce these Rules and Regulations by any proceeding at law or equity. Failure to enforce shall not be deemed a waiver of the right to enforce thereafter.

- 7. Hearing Rights (CCIOA § 38-33.3-209.5(2)):** Any Owner who receives a fine has the right to a hearing before the Board:
- (a) **Request:** Written request within thirty (30) days of receipt of the fine notice;
 - (b) **Notice:** Board provides at least fourteen (14) days' advance written notice of the hearing;
 - (c) **Process:** Conducted before an impartial decision maker; Owner may present evidence and argument;
 - (d) **Decision:** Written decision within thirty (30) days of the hearing; and
 - (e) **No fine during pendency:** No fine shall be imposed during the pendency of a timely-requested hearing.
- 8. Owner Responsibility for Tenants:** Owners remain responsible for compliance with these Rules and Regulations by their tenants, occupants, and guests. Fines for violations by tenants shall be assessed against the unit owner of record. The Association is not a party to any lease agreement between an Owner and a tenant.
- 9. No Defense or Offset:** An Owner may not withhold payment of any assessment, fine, or fee on the basis of any unrelated dispute with the Association.
- 10. HOA Information and Resource Center:** Pursuant to C.R.S. §§ 12-10-801 and 38-33.3-209.5, owners are directed to the Colorado HOA Information & Resource Center at dre.colorado.gov/hoa-center for information on their rights and responsibilities under CCIOA.
- 11. Annual Registration:** The Association shall register annually with the Colorado Division of Real Estate under C.R.S. § 38-33.3-401. Effective October 1, 2025, HB 25-1043 expanded the information required to be reported at registration to include delinquency metrics; the Board shall ensure annual registration filings reflect these requirements.

- 12. Supplement to Law:** These Rules and Regulations supplement the CC&Rs and Colorado law and do not replace them. In any conflict with the CC&Rs or Bylaws, the CC&Rs and Bylaws control, except where federal or Colorado law supersedes them. If any provision is found invalid, the remaining provisions continue in full force.
- 13. Modification:** The Board may amend or repeal these Rules and Regulations at any time subject to Governing Document limitations. Amendments take effect thirty (30) days after adoption and shall be distributed to all owners. The Board shall review these Rules and Regulations annually.
- 14. Definitions:** Capitalized terms carry the meanings assigned by the Declaration.
- 15. Replacement:** These Rules and Regulations supersede all prior pet-related policies adopted by the Board.
- 16. Mailing Address:** All correspondence regarding these Rules and Regulations, including a request for an assistance-animal accommodation under Section 3, shall be submitted to:

The Vineyards at Vista San Juan Homeowners Association I
P.O. Box 966, Montrose, CO 81402

The Vineyards at Vista San Juan Homeowners Association I

By: _____
[Name] [Position]

These Rules and Regulations were adopted by the Board of Directors on [Insert Date], and attested to by the Secretary of The Vineyards at Vista San Juan Homeowners Association I.

Secretary