

STOCKBRIDGE AT TANGLEWOOD A CONDOMINIUM

RULE NO. 2012-1

A RULE PERTAINING TO ANIMALS AND PETS

WHEREAS, Article III, Section 2(D), of the By-Laws for the Stockbridge at Tanglewood Condominium provides that the Board of Directors shall manage the affairs of the Condominium; and

WHEREAS, Schedule A of the By-laws for the Condominium, entitled "Rules and Regulations", outlines the original list of rules concerning the use of the units and the Commons Areas and Facilities, including for purposes of this Rule No. 2012-1, the Condominium's initial policy (at Rule 5) regarding animals and pets kept within the Condominium; and

WHEREAS, Rule 17 of the initial Rules and Regulations and Article III, Section 2(D)(f) of the By-laws for Stockbridge at Tanglewood Condominium allow the Board to adopt such rules and regulations for the Condominium as the Board may deem necessary; and

WHEREAS, on April 26, 2012 (and subsequently amended in part on August 21, 2012), the Court of Appeals of Maryland issued its decision in *Tracey v. Solesky*, finding that certain breeds of dogs, namely pit-bulls, are inherently dangerous and holding that, in the event of an attack by such a dog, the owner and any other person(s) who has the right to control/prohibit the pit bull presence on the subject premises will be held strictly liable for the damages caused by the dog; and

WHEREAS, in light of the decision of *Tracey v. Solesky* (and in consideration of the health, safety, welfare, enjoyment, and convenience of its Owners), the Board has determined that it is in the best interest of the Association to pass this new comprehensive animal/pet rule, which serves to

minimize liability for the Condominium and to protect its Owners from the potential dangers associated with allowing pit-bulls within the community; and

WHEREAS, this Rule was adopted at an open meeting of the Board of Directors held under the provisions of Section 11-111 of the Real Property Article of the Maryland Annotated Code.

NOW THEREFORE, it is resolved that Rule 5 of the original Rules and Regulation is hereby replaced by this new Rule 5, which now reads as follows:

5. **A. Generally:** The maintenance, keeping, boarding or raising of animals, reptiles, livestock, fowl or poultry of any kind, regardless of number, shall be and is hereby prohibited in any Unit or in the Common Areas, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets provided they are not kept, bred, or maintained for commercial purposes and, provided further, that such domestic pets are not a source of a nuisance or an unreasonable disturbance to the neighborhood or other Owners. **However, under no circumstances except as provided herein below, will pit bulls (specifically American Staffordshire Terriers, Staffordshire Bull Terriers, American Pit Bull Terriers, and Bull Terriers), or any other domestic pet declared inherently dangerous by the State of Maryland (or any department thereof) be permitted in any Unit and/or on any portion of Condominium's property, including but not limited to sidewalks, parking lots and hallways.**

Limited Exception. Any Unit Owner owning and/or keeping a pit bull in his/her Unit at the time this Rule is adopted may file, **within thirty (30) days of adoption of this Rule**, a Registration Waiver Form requesting that the dog be "grand-fathered in". The form will require that the Owner agrees to the following conditions:

- i. the Owner shall provide copies of all local/state registration and license forms for the dog;
- ii. the Owner will not permit any other person other than a responsible adult to control or walk the dog on Condominium property;
- iii. the Owner shall keep the dog on a strong and short leash when on any Condominium property to ensure the animal can be easily controlled; and
- iv. the Owner signs an Indemnification Agreement assuming all liability and indemnifying the Condominium for any and all claims arising

from the dog's actions. In connection with said Indemnification Agreement, the Owner must maintain insurance, with a minimum coverage amount of \$300,000, that will cover any animal/pet claims. A copy of said policy must be submitted as part of the Indemnification Agreement.

If any of these conditions are not satisfied or it is reported that the Owner at any time in the future has violated any of these terms, the Waiver shall terminate immediately and the dog shall be **immediately** banned from anywhere on or within any Unit and/or the community, without the right to a hearing or appeal of said decision. THIS EXCEPTION IS NOT AVAILABLE TO ANY TENANTS OR GUESTS OR TO ANY DOGS THAT ARE NOT ALREADY RESIDING IN THE OWNER'S LIVING UNIT AT THE TIME THIS RULE IS ADOPTED.

B. Requirements of and for all Pet Owners:

- i. "Pet Owner" or "Owner" as pertains to animals: shall mean and include, for purposes of this entire Rule 2012-1, the legal owner, equitable owner, and/or any person (including but not limited to caretakers and, i.e., dog walkers), association, partnership, or corporation harboring or having custody (whether permanent or temporary), possession or control of the pet/animal at issue. In the event the animal is kept or in the possession of a minor, the minor's parent or guardian shall be responsible.
- ii. Pet Owners shall have the duty to take all necessary steps and precautions to safeguard the person and property of other people from damages or injuries that could result from the actions of his/her pet.
- iii. Pet Owners shall provide his/her pet with proper food, water, care, shelter, and medical care.
- iv. All pets must have and display (or otherwise produce upon request) evidence of all required registrations, licenses and inoculations.
- v. All pets must be carried or maintained on a physical leash when in or on Common Areas and when being walked within the community. At no time shall a pet be left unattended on any Common Area nor be leashed to any stationary object on any Common Areas. It is unlawful to allow his/her animal to be at large.
- vi. All animal waste left by a pet on any portion of the Common Areas and/or on the property of another Owner must be immediately removed and properly disposed of by the Pet Owner.
- vii. No animal may be permitted to cause a disturbance by excessive barking or cause any other harsh or excessive noise or odor to interfere with another Owner's rest or peaceful enjoyment of his/her Property.

- viii. Pet Owners are responsible for the control of his/her/their pet(s) at all times.
- ix. It is the responsibility of the Pet Owner for any property damage, injury or disturbances his/her/their pet(s) may cause or inflict anywhere within the Condominium. To the extent the Condominium should ever be subject to any liability as a result of any such damages, injuries, or disturbances, the Condominium shall make a claim against the Pet Owner.
- x. It is the responsibility to all Owners to ensure that all occupants, family members, guests and invitees comply with these Pet Policies.
- xi. **Where not otherwise addressed herein, Pet Owners shall ensure compliance with all local and state laws and regulations relating to the ownership and control of animals. It is the responsibility of the Pet Owner to know said laws and regulations.**

C. Restrictions:

- i. Pet Owners shall not abandon, torture, torment, beat/kill, injure, poison or otherwise abuse his/her pet.
- ii. Using any animal for the purpose of fighting is strictly prohibited.
- iii. Commercial breeding of any and all pets and animals is strictly prohibited.

D. Procedures for Handling Pet Problems and Complaints.

- i. *Through the Condominium.* The Condominium lacks the means and resources to conduct regular inspection to enforce this Rule. Accordingly, enforcement of said Resolution shall be primarily complaint-driven and the Condominium encourages Unit Owners and Pet Owners to attempt to resolve their pet concerns or complaint in a courteous and helpful manner prior to involving the Condominium. If said attempt(s) fail, a formal complaint may be filed with the Condominium. Absent the receipt of a formal written complaint documenting the issue or incident(s) thoroughly, no action will be taken by the Condominium, unless a member of the Board of Directors is present at the time of the incident/alleged violation and can confirm what occurred. In that case, the Board Member, in his/her sole discretion, may order the violation immediately corrected and/or may, if the animal is at large and/or poses a possible danger to the community and/or any persons therein, may contact local authorities to have the animal/pet impounded.

- ii. *Through Local Authorities.* An Owner may also contact the county's Animal Service Division, which is a part of county's Department of Police, at 240-773-5960. The County takes complaints involving animal cruelty, nuisance, bite cases, lost/found reports, etc.

Fees or fines imposed by the County for its involvement are unrelated to the affairs of the Condominium. Owners shall deal with all such matters directly with the County.

IF AN ANIMAL OR PET POSES AN IMMEDIATE SAFETY RISK TO ANY PERSON OR OTHER ANIMAL (INCLUDING BUT NOT LIMITED TO ANY CASE INVOLVING BITES) AND/OR THE ANIMAL CANNOT BE CONTAINED BY HIS/HER OWNER AND/OR THE PET'S OWNER CANNOT BE LOCATED AT THAT TIME, THEN CONTACT THE COUNTY IMMEDIATELY.

Adopted by the Board of Directors of the Stockbridge at Tanglewood Condominium on the 5 day of February, 2013.



Martha Forston, President
Stockbridge at Tanglewood Condominium

This is to certify that a vote of the Board of Directors for the Stockbridge at Tanglewood Condominium was conducted via e-mail on February 5, 2013, following two regularly scheduled meetings of the Board, during which the Rule was discussed, and that a majority of the Board voted in favor of this rule. Furthermore, the residents of the Condominium were forwarded a copy of the proposed rule and notice of the proposed meeting at which the rule would be adopted, along with notice that they were permitted to comment on the proposed rule at least 15 days before the meeting, in accordance with Section 11-111 of the Real Property Article of the Maryland Annotated Code.



Secretary, Stockbridge at Tanglewood
Condominium

**STOCKBRIDGE AT TANGLEWOOD, A CONDOMINIUM
(PIT BULL REGISTRATION)**

Please mail or deliver to:

The Board of Directors of
Stockbridge at Tanglewood, A Condominium
c/o Zalco Realty, Inc.
Attn: Lydia Cummins
8701 Georgia Avenue, #300
Silver Spring, Maryland 20910

FROM: (Please print or type - this must include all owners of the unit)

Name _____

Address _____

Name _____

Address _____

Phone _____ Unit No. _____

Name of Dog _____ Breed _____ License No. _____

I/We are the owner(s) a home in the Stockbridge at Tanglewood Condominium (the "Condominium"), located at the address set forth hereinabove, and I/We own and/or keep a pit bull in our home. I/We are filing this application for a waiver from the provisions in Rule No. 2012-1 (5) which prohibits pit bulls from being present in any home or on any of the property located within the Condominium. I/We have read Rule 2012-1(5) and understand that this rule allows anyone who owns and/or keeps a pit bull in his/her unit to file this registration waiver form which allows the pit bull to remain in his/her unit, provided that the conditions in this form are complied with. In consideration of the Condominium's agreement to allow me to keep my pit bull in my unit, I therefore agree as follows:

1. Copies of our dog's local and state registration and licenses are attached hereto. I/We will continue to maintain my dog's registration and licenses in good standing with the State of Maryland, and with Montgomery County, at all times that our dog is kept in our unit or allowed on any of the Condominium property. I/We will notify the Condominium if at any time our dog's license and/or registration is suspended, revoked or expires, at which time our dog will not be allowed in my unit or on Condominium property.
2. At all times I/We will be in responsible control of our dog. I/We will remain personally in charge of our dog, and I/We will not permit any person other than a responsible adult to

control or walk the dog outside our unit on Condominium property.

3. At all times when our dog is outside my unit on Condominium property our dog will be kept on a strong and short leash to ensure that the dog can be easily controlled. If the dog cannot be easily controlled, I/We will not allow our dog to go outside our unit.
4. I/We understand and agree that our dog is allowed on the Condominium property at my/our sole risk and expense, and that if the dog becomes a nuisance or creates a dangerous condition to any resident(s) in the Condominium it will be subject to immediate removal, at the sole discretion of the Board of Directors for the Condominium, and I/We agree to remove the dog if the Board determines that it has become a nuisance or has created a dangerous condition to any resident(s) in the condominium. Furthermore, I/We also agree to be fully responsible for the conduct of our dog, and for any damage, claims or injuries caused by our dog. If a claim is brought against the Condominium for any damage or injuries caused by the dog, I/We agree to hold the Condominium and the Board of Directors for the Condominium harmless and to indemnify them from any liability in connection with said claim, damage or injuries, including any legal fees incurred by the Condominium as a result of any such claim.
5. I/We understand and agree that we must maintain insurance protecting the Condominium from any and all claims arising from our dogs actions with a minimum coverage amount of \$300,000. I/We have attached a copy of such an insurance policy to this Pit Bull Waiver, and agree that we will maintain the policy in full force and effect at all times that the dog remains on Condominium property. In the event the policy lapses, expires or is suspended, it will promptly be replaced with a similar policy with a minimum coverage amount of \$300,000 or the dog will be subject to immediate removal from the Condominium. We further agree to provide a copy of a current insurance policy to the Board any time such a policy is requested from us. If we are unable to produce a copy of said policy upon request, the dog will be immediately removed from the Condominium.
6. I understand and agree that the terms of this agreement will remain in full force and effect at all such times as my/our dog is located in our unit or on Condominium property. Furthermore, this waiver is only to permit an existing pit bull dog to be kept on Condominium property. I/We will not be permitted to keep any other pit bull on our property, which means that when my/our dog passes away, we will not be allowed to replace it with another pit bull.

We have read and agree to all of the terms set forth hereinabove:

Owner's Signature(s)

(Name)

(Date)

(Name)

(Date)

Attachments:

1. Dog license and registration forms.
2. Insurance policy naming Stockbridge at Tanglewood as a named insured and indemnifying it from any claims relating to our pit bull dog.

Note: This application will not be approved without these attachments.

FOR USE BY THE BOARD OF DIRECTORS

ACTION:

REMARKS:

DATE: _____

DIRECTOR'S INITIALS: _____