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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

Amendment to the
Restated Declaration
of
Covenants Conditions and Restrictions
and Reservation of Easements
for
Cozydale Retreat Subdivision
A PLANNED UNIT DEVELOPMENT

MARCH 2017

**AMENDMENT
TO THE
RESTATED DECLARATION
OF
COVENANTS CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
COZYDALE RETREAT SUBDIVISION**

This Amendment to the Restated Declaration of Covenants Conditions and Restrictions and Reservation of Easements for Cozydale Retreat Subdivision, a Planned Unit Development (“2017 Amendment”) is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents of the Cozydale Retreat Owners Association, a Utah nonprofit corporation, (hereinafter “Association” or “Cozydale”).

RECITALS

WHEREAS, Cozydale Retreat Subdivision was created by the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cozydale Retreat Subdivision (hereinafter “Enabling Declaration”) recorded in the records of Weber County, Utah, on February 15, 1989, in book 1555, beginning on page 1584, as Entry No. 1070514; and

WHEREAS, the Enabling Declaration was Restated by the Restated Declaration of Covenants, Conditions and Restrictions and Reservation Of Easements for Cozydale Retreat Subdivision (hereinafter “Restated Declaration”) recorded in the records of Weber County, Utah, on October 26, 1998, as entry number 1583876, in book 1965, beginning on page 1401; and

WHEREAS, the Property that is the subject of this 2017 Amendment is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Lot as shown on the Plat Maps for Cozydale Retreat Subdivision, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 29 Lots at Cozydale Retreat Subdivision; and

WHEREAS, Cozydale Lot Owners desire to amend the Restated Declaration and all subsequent amendments to the Enabling Declaration and Restated Declaration for the purpose of updating and modifying the restrictive covenants in effect at Cozydale Retreat Subdivision; and

WHEREAS, The Cozydale Retreat Owners Association was created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of the Project subject hereto and is operated in accordance with this Restated Declaration and the Bylaws of the Association. The Bylaws of the Association were adopted on February 15, 1989, and are recorded in the Weber County Recorders office in book 1555, beginning on page 1630, as Entry No. 1070515. The Bylaws shall continue to serve as the Bylaws of the

Association as amended herein. The Restated Declaration, the Bylaws, and all other rules or regulations adopted by the Board shall collectively be referred to herein as the “Governing Documents.”

NOW THEREFORE, to accomplish the Owners’ objectives, this 2017 Amendment is hereby adopted. It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following provisions, all of which shall constitute covenants which run with the land and shall be binding on and for the benefit of the Association and all Owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein. The provisions set forth herein shall be liberally construed and shall be read to amend all provisions in the Governing Documents that are inconsistent herewith. The words defined in the Restated Declaration shall have the same meaning when used herein unless the context clearly indicates otherwise.

The Cozydale Governing Documents are hereby amended as follows:

AMENDMENTS

ARTICLE 1 RENTAL RESTRICTIONS

- 1.1 **Leasing Prohibited.** The leasing of Lots at Cozydale Retreat Subdivision is prohibited unless a Lot Owner qualifies for one of the exceptions listed in Section 1.2 below. No short term, weekly, weekend, or overnight rentals, shall be permitted.
- 1.2 **Restrictions Not Applicable.** The restrictions contained herein shall not apply:
- (a) To a Lot Owner who is a member of the military and is temporarily deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Lot during the period of temporary military deployment. The Lot Owner who is temporarily deployed may lease their Lot during the period of temporary military deployment. However, if the Lot Owner moves from the Lot due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Lot and Lot Owner;
 - (b) To a parent, grandparent, or child who is a Lot Owner and leases their Lot to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
 - (c) To a Lot Owner who moves for a period of less than two years and to a distance at least 40 miles from the Lot by reason of being relocated by the Lot Owner’s employer, if relocation of the Owner is necessary for purposes of employment;
 - (d) To a Lot Owner who moves at least 40 miles away from their Lot due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Lot with the intent to return to occupy the Lot when the humanitarian,

religious or charitable service has concluded, or

- (e) To a Lot owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current Resident of the Lot or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Lot.
- (f) When a Lot Owner qualifies for one of the exceptions stated in this paragraph 1.2, all the residents/tenants/occupants of the home must continue to meet the age 45 minimum age requirements contained in Article 3 below.

1.3 **Grandfather Clause.** Those Lots that are occupied by non Lot Owners at the time this Amendment is recorded at the Weber County Records Office may continue to be occupied by non Lot Owners until the Lot Owner sells, conveys or transfers the Lot to another party, occupies the Lot, or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Lot, transfers the Lot to another party or occupies the Lot.

1.4 **Transfer of Lot.** For purposes of section 1.3, a transfer occurs when one or more of the following occur:

- (a) there is a conveyance, sale, or other transfer of a Lot by deed;
- (b) the granting of a life estate in the Lot; or
- (c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

1.5 **Tracking.** The Board shall create by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions in this Amendment.

1.6 **Rental Lot Defined.** As used herein, "Rentals", "Rental Lot" or "Lot" means a Lot or Lot owned by an Owner that is Occupied by one or more individuals while, at the same time, the Lot Owner does not occupy the Lot as the Owner's primary residence.

1.7 **Renting Defined.** As used herein, "Renting" or "Leasing" means a Lot that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Lot as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Lot. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Lot is a Rental Lot.

1.8 **Non Owner Defined.** As used herein, "Non Owner" means an individual or entity that is not an Owner.

- 1.9 **Occupied Defined.** As used herein, “Occupied” means to reside in the Lot for ten (10) or more days in any thirty (30) day period. A Lot is deemed to be Occupied by a Non Owner if the Lot is Occupied by someone other than the Lot Owner.
- 1.10 **Single Family Defined.** “Single Family” means, (a) a single person living alone or with the person’s children, (b) up to three unrelated persons, or (c) a husband/wife relationship, with or without children.
- 1.11 **Violation.** Any Lot Owner who violates this Article I in any manner, including but not limited to leasing a Lot without first obtaining written authorization from the Board or by leasing their Lot in violation of the rental restrictions set forth herein, shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amendment. If the Association retains legal counsel to enforce this Amendment, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing the provisions of this Amendment.
- 1.12 **Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Lot, while the Owner is present. As used in this paragraph, “temporarily” mean for a period not exceeding fifteen (15) days in any thirty (30) day period.
- 1.13 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE 2

PETS

- 2.1 **Pet Rules.** All pet owners must sign and agree to abide by the provisions of the Cozydale Pet Ownership Agreement, a copy of which is attached hereto as Exhibit “B”. The Board shall have authority to require the removal of any pet residing at Cozydale Retreat Subdivision if the Lot Owner or pet owner fails or refuses to execute a Pet Ownership Agreement within five (5) days of the pet occupying a unit within Cozydale Retreat Subdivision or if the pet owner or pet violates the Pet Ownership Agreement.
- 2.2 **Restriction on Aggressive Dogs.** Due to the size, weight, or tendency to be aggressive, dogs listed on the attached Exhibit “C” shall not be permitted to reside at Cozydale Retreat Subdivision unless prior approval has been granted by the Cozydale Board. Prior approval may be granted by the Cozydale Board only upon a showing that the restricted dog is not aggressive, has been properly trained, and is necessary for the well being of the pet owner. Exhibit “C” may be modified by a rule properly adopted by the Board and notice provided to Lot Owners. Those dogs residing in Cozydale in violation of this section 2.2 at the time this 2017 Amendment is enacted shall be exempt from these restrictions.

- 2.3 **Restriction on Cats.** Cats may not be permitted to roam freely outdoors. Whenever a cat is on the Cozydale Retreat Subdivision Common Area, the cat shall be on a leash or held by its owner.
- 2.4 **Limitation on Number of Pets.** No more than two animals per Lot may be allowed at Cozydale Retreat Subdivision, which shall be permitted only upon the written approval of the Board when a Lot Owner or resident agrees to abide by the provisions set forth in the Pet Ownership Agreement. If an Owner has more than two pets per Lot at the time this 2017 Amendment is recorded at Weber County, the Owner may continue to maintain those pets on their Lot for the life of the pet, and as long as the pet complies with the provisions herein. Under no circumstances may a dog be present on the Common Areas unless the dog is on a leash or held by a person. No leash shall be longer than 15 feet in length.
- 2.5 **Pet Ownership Agreement.** Under no circumstances may a pet reside at Cozydale Retreat Subdivision or shall the Board approve any application to bring a dog, cat or pet to Cozydale Retreat Subdivision unless the Cozydale Pet Ownership Agreement is first executed by the resident making the application.
- 2.6 **Removal of Nuisance Pets.** The Board shall have authority to require the removal of any dog, cat or pet, if, at any time the resident possessing the animal fails to live up to the representations made in the Pet Ownership Agreement, if the animal causes or creates a nuisance or disturbance, or if the animal demonstrates any type of threatening or aggressive behavior toward humans or other animals.
- 2.7 **Board Approval for Certain Pets.** No animals, livestock or poultry will be allowed, raised, bred or kept in any Lot (with the exception of small birds and small, quiet children's pets, i.e. hamsters) or in the Common Areas unless the Owner receives written approval from the Board before being brought to Cozydale. The Board has the right to refuse any application to bring an animal into Cozydale if it determines the animal could be a nuisance or could potentially damage the Common Area.

ARTICLE 3 HOUSING FOR OLDER PERSONS

- 3.1 The Association Intends to Comply with the Housing for Older Persons Act ("HOPA").
- (a) The Association is unique in its intent to provide housing primarily for persons 55 years of age or older. No Dwelling Units may be occupied by any person under forty-five (45) years of age. The Association operates its community for occupancy by persons fifty-five (55) years of age or older. At least eighty (80%) percent of the occupied Dwelling Units are currently occupied by at least one person who is fifty-five (55) years of age or older. This reflects the Association's intention to comply with provisions of HOPA, which outlines the requirements for qualification for housing for older persons exemption established by the Fair Housing Act. (§100.304 of HOPA).
- (b) As a part of the Association's intent to operate as housing designed for persons who are fifty-five (55) years or older, the Association shall advertise in a manner designed

to attract such prospective residents who are also fifty-five (55) years or older. The Association shall do this by requiring that all sales proposals, contracts, and lease provisions shall provide notice of its intent to operate housing primarily designed for persons fifty-five (55) years or older.

- (c) The Association will publish and adhere to these policies demonstrating its intention to qualify for this exemption, including compliance with all rules issued by the State of Utah or HUD for the verification of occupancy in the community. (§100.304 of HOPA).
- (d) As a part of the Association's intention to comply with the individual provisions of HOPA, any Declarations, community rules, or Bylaws now existing or hereafter adopted in violation or contradiction to the provisions of state and federal law are void and without effect.

3.2 Use of Lots and Dwelling Units.

- (a) Each of the Dwelling Units in the Association is intended to be used for single family residential purposes, and is restricted to such use. No Dwelling Unit shall be used for business or commercial activity.
- (b) No more than three (3) persons may occupy each Dwelling Unit unless all such persons are a member of the same family (a parent, adult child or grandparent, or sibling of a parent, adult child or grandparent). An exception to this rule is a care giver. All such residents must be over the age of 45.
- (c) Guests or visitors of the Association are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the other residents and other occupants.
- (d) A person shall be deemed a resident for purposes of this section when residing in a Dwelling Unit for a period of fifteen (15) days in any thirty (30) day period. Renters are considered to be residents and are subject to the restrictions contained in this 2017 Amendment, as well as the Restated Declaration, Bylaws and Association Rules.
- (e) As a community designed primarily for persons who are fifty-five (55) years of age or older, the Association requires that at least eighty (80%) percent of the Dwelling Units shall be occupied by at least one person fifty-five (55) years of age or older to maintain at least eighty (80%) percent of the Dwelling Units being occupied by at least one person who is fifty-five (55) years of age or older.
- (f) No Dwelling Units may be occupied by any person under forty-five (45) years of age. Any Dwelling Unit that has any persons under the age of forty-five (45) occupying the Dwelling Unit at the time this 2017 Amendment is adopted shall be exempt from this requirement until the Dwelling Unit is no longer occupied by any person under the age of forty-five (45), who must be the same person(s) residing in the Dwelling Unit at the time this 2017 Amendment was adopted. Once the Dwelling Unit is no longer

occupied by a person under forty-five (45) years of age this exemption shall no longer apply.

- (g) Any contracts, leases, or proposals to sell or rent Dwelling Units at the Association shall clearly state and give notice that the Association is a community designed as an over fifty-five (55) years of age community.
- (h) The Association, by maintaining eighty (80%) percent of the Dwelling Units as an over fifty-five (55) year old community, may allow the remaining twenty (20%) percent of the occupied Dwelling Units to be occupied by persons under fifty-five (55) years of age who are at least forty-five (45) years of age.
- (i) Individuals residing in a Dwelling Unit as a reasonable accommodation to a resident with a disability (as defined under the Americans with Disability Act (ADA)), shall not be counted in meeting the 80 % requirements nor be included in determining the minimum age requirement. This exemption shall ensure that the Association does not violate the ADA or HOPA requirements by authorizing reasonable accommodations for residents who, because of a disability, require an attendant, including family members, to reside in their Dwelling Unit in order for that person to benefit from the ownership of his or her Dwelling Unit.

3.3 Good Faith Defense Against Money Damages.

- (a) The Association, in seeking to rely on HOPA's good faith defense, finds that the Board or individuals residing at the Association shall not be held personally liable for monetary damages where such person(s) acted in good faith in belief that the Association qualifies for a housing primarily for older persons exemption. (§100.38 of HOPA).
- (b) The Association has through authorized representatives asserted in writing that it qualifies as housing for older persons and thus, individuals of the Association shall qualify for this good faith belief defense.

3.4 Verification of Occupancy.

- (a) By virtue of being a 55-years of age or older community, eighty (80%) percent of the Association Dwelling Units must be occupied by at least one person fifty-five (55) years of age or older. In determining whether the Association meets the 80% requirement, the occupants of the Dwelling Units will be counted, and not the owners.
- (b) If a fifty-five (55) year old or older Dwelling Unit owner decides to vacate a Dwelling Unit for an indefinite period of time and rents to an under fifty-five (55) year old person, the current renter must comply with all other existing age restrictions in the 2017 Amendments and community rules. (§100.305 of HOPA).
- (c) The Association will comply with federal and state regulations through use of reliable surveys and affidavits. The following documents are considered reliable for age

verification of Dwelling Unit occupants and may be shown by the following:

- (i) Birth certificate, drivers license, passport, immigration card, military identification, or any other state, local or national documentation, provided it contains current information about the Dwelling Unit occupants age or birth.
 - (ii) A self certification in the lease, application affidavit, or other document signed by an adult member of the household asserting that at least one of the Dwelling Unit occupants is 55 years of age or older and that all the occupants are over 45 years of age will also satisfy age verification under this subject.
 - (iii) The Association may, if it has sufficient evidence, consider the household to be occupied by at least one person who is 55 years or older.
 - (iv) Statements made under penalty of perjury from third party individuals who have knowledge of the age of the Dwelling Unit occupants may be used when the household itself refuses to cooperate by providing age verification. Other information, such as statements indicating age in prior applications may also be acceptable. The Association may base its decision for age verification on government documents such as census data. (§100.307 of HOPA).
- (d) The Association will survey its current list of residents once every two years, in April of odd years, to ensure that at least eighty (80%) percent of the residents are fifty-five (55) years of age or older and that all residents are at least 45 years of age. The remaining twenty (20%) percent of the occupied Dwelling Units may be occupied by persons under the age of fifty-five (55), although such persons may not be under that age of forty-five (45). (§100.307 (f)(h) of HOPA).
- (e) The Association will retain the records of the survey so long as it intends to maintain its age exempt status. (§100.307(f)(I) of HOPA).
- (f) As a result of the Association adopting these rules, and in order to maintain a primarily over fifty-five (55) year old community, the Association is authorized and empowered to bring legal action as the result of any violations or non-compliance with any of the above age restrictive rules found in the 2017 Amendment or community rules. The Association is entitled to evict any residents who lease or purchase a Dwelling Unit in violation of the HOPA requirements, or to void any contract for sale, and to collect from the offending party any and all costs and fees, including reasonable attorney fees, from the party who seeks to sell or lease a Dwelling Unit or who seeks to purchase or lease a Dwelling Unit in violation of any of the provision herein or in violation of any of the provisions of HOPA. Any contracts, leases, sales or rental agreements entered into in violation of the age restrictive requirements are also void and may result in legal action and eviction from the Association.
- (g) Prior to any Dwelling Unit Owner selling or leasing his or her Lot, they shall first contact the board of directors, in writing, to obtain written authorization from the board

of directors that they must sell or lease their Home to a person 55 years of age or older (to maintain the 80% HOPA standard) or that they may sell or lease their home to someone who is under the age of fifty-five (55) but at least forty-five (45) years of age.

- 3.5 **Repeal of Prior Provision.** This Article III repeals and replaces all provisions in the Restated Declaration making any reference to adult living or housing.

ARTICLE 4 VEHICLES

- 4.1 **Recreational Vehicles and Parking.** No boats, trailers, recreational vehicles, commercial trucks or vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the private roads, Common Areas or on a Lot within Cozydale Retreat Subdivision. However, as an exception, RVs, motor homes and camp trailers belonging to Owners may be parked temporarily for not more than three days (seventy-two (72) consecutive hours) for the purpose of loading and unloading the vehicles only. Non Owners and guests may not at any time park RVs, motor homes or camp trailers on the private roads within Cozydale Retreat Subdivision.
- 4.2 **Unregistered and Inoperable Vehicles.** No Unregistered, unlicensed or inoperable vehicles shall be parked anywhere within Cozydale Retreat Subdivision for more than seven (7) consecutive days or for more than seven (7) days in any thirty (30) day period.
- 4.3 **Vehicle Maintenance.** No maintenance work shall be performed on any vehicle located with Cozydale Retreat Subdivision unless such work is performed within an Owner's garage.

ARTICLE 5 MAINTENANCE OF LOTS

- 5.1 **Maintenance of Lots.** Each Lot shall be maintained in a clean, neat and orderly condition by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot. The Association shall have no obligation regarding Lot maintenance, however, if an Owner fails to maintain his or her Lot in a clean, neat and orderly condition, the Association may, but shall not be obligated, and after giving reasonable notice to the Lot Owner describing the need to comply with the requirements set forth herein and permitting a reasonable time to make the necessary improvements, perform the necessary work and assess the Lot Owner for the cost thereof, which expense may be collected in the same manner as all Common Expenses assessed by the Association.

ARTICLE 6 FINES

- 6.1 **Fines; Authorization.** The Board is authorized to create Association rules and regulations and to assess a fine against Unit Owners who violate provisions of the Restated Declaration, the Bylaws, or the Association rules and regulations (collectively referred to herein as "Rules"). The assessment of a fine shall be in accordance with the provisions of the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, the provisions of this

Article, and the rules and regulations adopted by the Board.

**ARTICLE 7
ARCHITECTURAL CONTROL**

7.1 **No Architectural Committee.** Article VIII of the Restated Declaration is hereby removed from the Restated Declaration. The Association shall no longer have an Architectural Committee or have the other powers granted in Article VIII of the Restated Declaration. Any reference to the Architectural Committee outside of Article III of the Restated Declaration is hereby amended to read “the Board” instead of “the Architectural Committee”).

**ARTICLE 8
ASSOCIATION AFFAIRS**

8.1 **Owner’s Rights.** Only Lot Owners may participate in Association matters, business and affairs. Only Lot Owners may deal with or contact members of the Board relative to Association business, affairs, maintenance, voting, or any other situation or circumstance pertaining to the Board, the Members, the Association or the Lots within the Cozydale Retreat Subdivision. Tenants, guests or residents who have no legal ownership interest in a Lot within Cozydale Retreat Subdivision may not participate in the affairs of the Association.

8.2 **Proxy.** Lot Owners may grant a proxy for voting purposes to persons of their choice. All proxies must be in writing and specify the date it was issued and the date the proxy terminates.

CERTIFICATION

It is hereby certified that Owners holding at least sixty-seven percent (67%) of the total votes of the Association have voted to approve this 2017 Amendment.

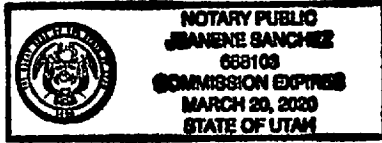
IN WITNESS WHEREOF, this 22 day of March, 2017.

COZYDALE RETREAT OWNERS ASSOCIATION

By *Delores J. Jacobson*
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 22 day of March, 2017, personally appeared before me Delores Jacobson, who, being by me duly sworn, did say that (s)he is President of the Cozydale Retreat Owners Association and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



Jeanene Sanchez
Notary Public

EXHIBIT "A"
Legal Description of Lots

All of Lots 1 through 29, Cozydale Retreat Subdivision, Roy City, Weber County,
Utah

[08-200-0001 through 08-200-0015] and [08-235-0001 through 08-235-0014]

EXHIBIT “B”
Cozydale Homeowners Association
Pet Ownership Agreement

Name(s): _____ Date: _____

Unit Address: _____

The above named Lot Owner(s) agree to abide by the Cozydale Governing Documents relating to pets and to honor the following provisions while maintaining a pet at Cozydale, and certifies the pet described below was residing at Cozydale on the date the 2017 Amendment was recorded at Weber County.

- 1. The pet will not disturb the other residents of Cozydale by creating an unacceptable level of noise, by creating offensive odors, by threatening other residents, or by being a nuisance.
- 2. The pet will not defecate on, do damage to, or in any way disturb, Cozydale common areas.
- 3. The pet will remain inside the resident's unit at all times it is at Cozydale unless it is on a leash and in the presence of the resident or agent of a resident.
- 4. The pet will not be permitted to freely roam in the common areas of Cozydale.
- 5. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used liter box shall be placed in the garbage after first being placed in a tightly secured plastic bag. A pet Owner shall immediately remove any animal feces should a pet defecate in the common area and properly dispose of all animal feces.
- 6. Whenever the pet is on the common areas of Cozydale it shall be either carried by the resident or be on a leash no longer than 15 feet in length.
- 7. The resident agrees that the Board reserves the right to require removal of any pet if it receives complaints about the pet and the Board determines, in its sole discretion, that the complaints are valid, or if there is a violation of this Agreement.
- 8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Board.
- 9. The pet shall be licensed with the City or County licensing authority and wear a collar tag with the licensed attached whenever it is outside the Unit.
- 10. The patio is not to be used as a dog run and in so circumstances is an animal to be left on the patio when the resident is not at home.

Signed by: _____
 Lot Owner/Pet Owner Lot Owner/Pet Owner

Description of Pet (type, breed, size, color): _____

Approved by Board (signed): _____ Date: _____

EXHIBIT "C"

Cozydale Aggressive Dog Restriction List

- Akita
- Alaskan Malamutes
- American Bull Dog
- American Pit Bull Terrier
- American Staffordshire Terrier
- Belgian Malinois
- Boerboels
- Boxer
- Bull Terrier
- Bullmastiffs
- Cane Corso
- Chow Chow
- Doberman Pincher
- Dogo Argentino
- English Mastiffs
- Fila Brasileiro (also Known as the Fila, Brazilian Mastiff)
- German Shepherd
- Great Danes
- Irish Wolf Hounds
- Malamutes
- Mastiffs
- Pit Bulls
- Presa Canario
- Presa Mallorquin (also known as the Ca De Bou)
- Rhodesian Ridgebacks
- Rottweiler
- Schipperkes
- Scottish Deerhounds
- Shar Pei's
- Siberian Huskies
- Staffordshire Bull Terrier
- Tosa Inu
- Wolf Hybrids