

# BEAVER CREEK RESORT COMPANY OF COLORADO

## REGULATION FOR THE CONTROL OF DOGS

Adopted: 6-8-82

Repealed and Replaced: 6-22-83

Revised: April 9, 1993 to be effective May 1, 1993

Revised: August 21, 1996

Revised: March 3, 1998

1. Definitions. For the purpose of this Regulation, the following definitions shall apply:
  - 1.1 Dog: Any animal of the canine species, regardless of sex.
  - 1.2 Dog, male: A dog of the masculine gender, either castrated or not castrated.
  - 1.3 Dog, female: A dog of the female gender on which no surgery of the genital organs has been performed.
  - 1.4 Dog, spayed female: A female dog on which an ovariectomy or ovariohysterectomy has been performed by a licensed veterinarian.
  - 1.5 Dog, stray: A dog which does not appear to have an owner or whose owner is unknown and which is unlicensed or does not appear to be licensed, and/or found attached or loose anywhere within Beaver Creek.
  - 1.6 Dog Owner: A person who owns, possesses, controls, maintains, keeps, or harbors a dog or knowingly permits a dog to remain for seven consecutive days on or about property or premises owned, controlled, or occupied by him or her; a kennel is not a dog owner within the purview of this definition.
  - 1.7 Kennel: A person, entity or operation which is licensed or permitted by the State of Colorado and/or County and which keeps and maintains dogs for sale, resale, boarding, breeding, show, hunting or other commercial or recreational purposes.
  - 1.8 Control: Control of a dog means physical control of a dog by means of a leash, rope or chain no longer than ten (10) feet in length except when the dog is locating or retrieving wild game in season for a licensed hunter, or assisting law enforcement officers or participating in rescue operations, or while actually being trained for any of these specifically enumerated pursuits.
  - 1.9 Bodily Injury: Bodily injury means any injury caused by dog bite whereby at a minimum the skin is broken, exterior bleeding occurs or emergency medical treatment by a licensed physician is reasonably necessary.
  - 1.10 Running at Large: Running at large shall mean that a dog enters the property of another person without authorization of that person, or that it enters public property, and is not under the control of the dog owner or a responsible member of the owner's family or an employee or agent of the owner, either by leash, rope, or chain not more than ten (10) feet in length.

- 1.11 Vicious Dog: A vicious dog is hereby defined as any dog that bites or snaps at a person on the street or at a common area or public place, or that runs or snaps at a horse or vehicle upon the public streets or way, or bites, snaps, runs or otherwise attacks or threatens wildlife or livestock.
- 1.12 Vaccination, inoculation, or vaccination for rabies: These terms shall mean the inoculation of a dog with a vaccine approved by the U.S. Department of Agriculture for use in the prevention of rabies.

2. Restricted Vehicular Access.

- 2.1 No dog which is not licensed by the Beaver Creek Resort Company shall be permitted to enter Beaver Creek.
- 2.2 Only those persons owning real property in Beaver Creek, or having a minimum of one year lease for property in Beaver Creek and having the permission of the lessor to harbor a dog will be provided a dog license by the Beaver Creek Resort Company.
- 2.3 Dogs assisting handicapped persons or law enforcement officers need not be licensed, but must register with Security upon entering Beaver Creek.
- 2.4 Those persons not owning real property in Beaver Creek and not having a minimum one-year lease for property in Beaver Creek, while not being eligible for a dog license under paragraph 2.2 may, however, apply for a temporary dog license to be issued by the Beaver Creek Resort Company. Notwithstanding anything contained herein to the contrary, contractors, subcontractors or any other person entering Beaver Creek for the purpose of performing work or offering services shall not be eligible to receive a temporary dog license for their dog and it shall be unlawful for any such person to bring a dog into Beaver Creek.

3. Annual Licensing and Vaccination Required.

- 3.1 It shall be the duty of a dog owner as restricted in Section 2 to annually obtain a license in accordance with the provisions of this Regulation for each dog which he or she maintains, keeps or harbors within the Beaver Creek Subdivision and to have annually vaccinated or inoculated against rabies each dog for which said license is required. In order to be licensed, a dog must first have been so vaccinated or inoculated and such vaccination or inoculation shall be demonstrated to the Resort Company Security Department by a vaccination certificate.
- 3.2 It shall be the duty of a dog owner applying for a temporary dog license under paragraph 2.4 to represent and warrant to the Beaver Creek Resort Company that their dog has been vaccinated or inoculated against rabies within the past year. The nature of a temporary dog license prevents the Beaver Creek Resort Company from verifying the owners' representation and so the Beaver Creek Resort Company is relying solely upon the owners' representation and warranty that he has complied with this provision.

4. Issuance of Dog License and Dog Tag.

- 4.1 The Beaver Creek Security Department shall issue a dog license and dog tag upon receipt of the executed application therefor, payment of the license fee, and inspection of the vaccination certificate.
- 4.2 The Beaver Creek Security Department shall issue a temporary dog license and temporary dog tag upon receipt of the executed application and license fee therefore. A temporary dog license will not be issued unless the applicant has signed the application, thereby agreeing to the indemnity provision contained in this Regulation and to abide by the provisions of this Regulation.

5. Duration and Requirements of Dog License and Dog Tag.

- 5.1 A dog license shall be valid for one year from date of issue and is not subject to renewal; upon the expiration of a dog license, a new license must be obtained for the succeeding year.
- 5.2 A dog license will state the following information:
  - 5.2.1 Name and address of the dog owner.
  - 5.2.2 Breed, sex, age and description of the licensed dog.
  - 5.2.3 Date of vaccination or inoculation against rabies according to the vaccination certificate.
  - 5.2.4 Amount of license fee paid.
  - 5.2.5 Date of issuance of license.
  - 5.2.6 Number of license.
- 5.3 A dog tag shall be issued to the dog owner with the dog license and will be regarded as a part of the license. The tag will be made of a durable material, shall be suitable to be attached to a dog collar or harness, and will state the date of issuance and the number of the dog license. (In lieu of wearing the tag, a dog must be tattooed at the owner's expense.)
- 5.4 Upon payment of the license fee as provided herein, the official receiving said license fee, shall issue to the applicant a receipt for the payment received for each dog licensed. The receipt shall contain the number of the license as shown on the tag. Said receipt shall be retained by the respective owner for inspection as may be reasonably required by any Dog Control Officer or any Deputy Control Officer or any Peace Officer or any authorized representative of the Resort Company. In the event, a dog tag is lost,

destroyed or mutilated, a duplicate tag may be issued by the appropriate official, upon presentation of the receipt showing the payment of the license fee for the current year and upon the additional payment of a fee in the amount of 504 for such duplicate tag.

- 5.5 Dog tags shall not be transferable from one dog to another and no refunds shall be made for any dog license fee because of the death of the licensed dog or due to the licensed dog's permanent removal from the County, prior to the expiration of the license year.
- 5.6 It shall be unlawful to possess and/or fix a license and respective tag to or for any other dog than that specific animal for which the respective license and tag have been issued.
- 5.7 A temporary dog license shall be valid for one month from date of issue and is not subject to renewal; upon the expiration of a temporary dog license, a new temporary dog license must be obtained for the succeeding month.
- 5.8 A temporary dog license will state the following information:
  - 5.8.1 Name and address of the dog owner.
  - 5.8.2 Breed, sex, age, name and description of the licensed dog.
  - 5.8.3 Representation by the owner that the dog has been vaccinated or inoculated against rabies within one year from the date of application for the license.
  - 5.8.4 Amount of license fee paid.
  - 5.8.5 Date of issuance of license.
  - 5.8.6 Number of license.
- 5.9 A temporary dog tag shall be issued to the dog owner with the temporary dog license and will be regarded as part of such license. The temporary dog tag will be made of a durable material, which shall be suitable to be attached to a dog collar or harness, and will state the date of issuance and the number of the temporary dog license.
- 5.10 Upon payment of the license fee for a temporary dog license, the official receiving said fee shall issue to the applicant a receipt for the payment received for each temporary dog license. The receipt shall contain the number of the temporary dog license as shown on the temporary dog tag. Said receipt must be retained by the dog owner for inspection as may be reasonably required by any Dog Control Officer or any Deputy Control Officer or Peace Officer or any authorized representative of the Resort Company. In the event a temporary dog tag is lost, destroyed or mutilated, a duplicate temporary dog tag may be issued by the appropriate official, upon presentation of the receipt showing payment of the license fee for the current month and upon the additional payment of a fee in the amount of 504 for such duplicate temporary dog tag.
- 5.11 Temporary dog tags shall not be transferable from one dog to another and no refunds shall be made for any temporary dog license fee because of the death of the licensed dog or due to the licensed dog's permanent removal from the County, prior to the expiration of the license.

- 5.12 It shall be unlawful to possess and/or affix a temporary dog license and respective temporary dog tag to or for any other dog than that specific animal for which the respective license and tag have been issued.
- 5.13 Any person applying for a temporary dog license shall agree to indemnify and hold the Beaver Creek Resort Company, its directors, employees, agents, or other persons authorized to enforce the provisions of this regulation harmless from and against any and all claims, damages, losses, judgments, liens, costs and expenses of every kind and nature (including, without limitation, reasonable attorney's fees) arising out of or related to any personal injury or death or property damage that occurs directly or indirectly from the actions of the applicant's dog.
- 5.14 Any person applying for a temporary dog license agrees to abide by and be bound by these regulations.

6. Fees for Dog License and Tag/ Maximum Number of Dogs.

- 6.1 The regular fee for both the license and the tag for all dogs shall be \$25.00.
- 6.2 No more than three dogs per household will be licensed.
- 6.3 The fee for both the temporary dog license and the temporary dog tag shall be \$2.00 for a neutered or spayed dog and \$5.00 for a dog not neutered or spayed.
- 6.4 No individual may apply for more than three temporary dog licenses within the same month.

7. Vaccination or Inoculation Against Rabies.

- 7.1 The vaccination or inoculation against rabies required in order to obtain a dog license must be performed by a licensed veterinarian.
- 7.2 The dog owner will obtain from the veterinarian a vaccination certificate which states the type of vaccine with which the dog was inoculated and the date of the inoculation.

8. Control.

- 8.1 It shall be the duty of any owner or keeper of a dog to keep such dog under control, as hereinabove and hereinafter defined, so as to prevent the dog from running at large, becoming a danger to persons or property, or trespassing on the property of another, except that the provisions of this Section 8 shall not apply to dogs assisting law enforcement officers or while actually being trained for any of these specifically enumerated pursuits.
- 8.2 A dog shall be deemed not under control when:

- 8.2.1 Said dog inflicts injury or damage to the person or property of anyone other than the dog owner.
- 8.2.2 A female dog, during its period of estrus, is not securely confined on the property or premises of the dog owner.
- 8.2.3 A dog within the open portion of a vehicle parked on a common area or public place, whether restrained or not, which is creating a danger to persons and/or property in the immediate vicinity thereto.
- 8.3 Any owner or keeper of a dog desiring to build or add a dog kennel (doghouse), fenced area or run on his property must do so in compliance with Beaver Creek Design Regulations and obtain the approval of the Beaver Creek Design Review Board.

9. Impounding of Dogs.

- 9.1 The Resort Company or its designated agent (which may be the Eagle County Dog Control Officer) may apprehend any stray dog or any dog found running at large or not under control pursuant to the provisions of Section 8 and to impound such dog in a suitable place determined by the Resort Company or its designated agents, and upon receiving any dog shall make a complete registry entering the breed, sex, and color of such dog, and whether licensed; if licensed, he shall enter the name and address of the owner and the date and number of the dog tag.
- 9.2 Resort Company or its designated agent, shall use reasonable efforts to contact the impounded dog's owner, if known, or, if the owner of the dog is unknown, or the dog is a stray, notice shall be posted at one or more conspicuous places in Beaver Creek describing the dog and the place and the time of taking. The dog owner of said dog so impounded may reclaim said dog upon payment of all costs and charges incurred by the Resort Company, or its designated agent.

10. Vicious Dogs Confined. No dog owner shall keep a vicious dog unless confined in an enclosure or tethered on private property so as not to interfere with the common or public areas. The Resort Company or its designated agent may impound any such vicious animal that is in violation of this Section.

11. Affirmative Defense. If a dog is provoked into biting, such provocation shall constitute an affirmative defense that may be plead by an owner in response to an alleged a violation of this Regulation.

12. Interference with Animal Control Officer. No person shall interfere with, molest, hinder, or obstruct the Resort Company or its designated agent in discharging his/her duties under this Regulation.

13. Threatening of Wildlife and Livestock. No person shall permit and/or allow a dog to run after, pursue, bite, snap at, attack or otherwise threaten wildlife and/or livestock. In the event any dog is found to have threatened any such wildlife and/or livestock, said dog may be impounded under this Regulation and deemed a vicious dog.

14. Liability for Accident or Subsequent Disease from Impoundment. Neither the Board of Directors of the Beaver Creek Resort Company, its employees or agents, or persons authorized herein to

enforce the provisions of this Regulation shall be held responsible for any act taken pursuant to this Regulation including but not limited to any accident or subsequent disease which may be suffered by a dog as a result of the administration or implementation of this Regulation.

15. Disturbance. No dog owner shall allow a dog to bark or howl so as to disturb the peace and quiet of others.

16. Unlawful Taking or Release.

16.1 No person shall take any dog from an enclosed lot, premises or other building and deliver the dog to the impounding facility unless authorized to do so by the owner or keeper of the dog or as otherwise authorized by this Regulation.

16.2 No person shall open or cause to be opened any closed lot, premises, or building for the purpose of allowing a dog to run at large.

17. Kennel Regulations. No kennel operation or other dog-related business shall be permitted or licensed within Beaver Creek Subdivision.

18. Waste Removal.

18.1 No owner shall allow any dog to dig or evacuate on any lawn, tree, shrub, plant, building or other property not owned by the animal's owner.

18.2 Notwithstanding paragraph 18.1, it shall be the responsibility of dog owners to remove any waste materials deposited by their dog in public or common areas.

19. Penalties.

19.1 Any violation of any provisions of this Resolution which does not result in bodily injury to any person or game animal shall be punished by a fine of not more than three hundred dollars (\$300.00). In addition, any dog that is the subject of a violation may be permanently excluded from Beaver Creek Resort. If, however, an alleged vicious dog is shown, pursuant to Section 11 hereof, to have been provoked into biting, said dog shall not be excluded from Beaver Creek Resort. The following minimum fines shall apply to any such violations:

First Offense	\$75.00
Second Offense	150.00
Third Offense	\$300.00
Fourth Offense	Restrict dog from Beaver Creek Subdivision

- 19.2 Any violation of any provisions of this Regulation which results in bodily injury to any person or game animal caused by a dog shall be punishable by a fine of two hundred fifty dollars (\$250.00) to one thousand dollars (\$1,000.00) and the possible exclusion of said dog from Beaver Creek.
- 19.3 Nothing herein shall be construed to prevent impoundment of any dog under Section 9.
- 19.4 Any violation of any provisions of this Resolution shall remain on an animal's record for two years.
20. Enforcement. The provisions of this Regulation shall be enforced by the Resort Company or its designated agent, including but not limited to Vail Associates, Inc., or any employee or officer of Eagle County.
21. Captions. The captions and paragraph headings used throughout this Regulation are for the convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision to or the scope or intent of this Regulation.
22. Severability. If any provisions of this Regulation or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Regulation, or the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Regulation shall be valid and be enforced to the fullest extent permitted by law.
23. Repeal of Prior Regulation. Upon the effective date of this Regulation, the Regulation adopted on June 8, 1982, is hereby repealed.