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Skagit County Auditor

8/10/2004 Page 1 of 12 9:03AM

After Recording Return To:

G. Paul Carpenter
ANDERSON HUNTER LAW FIRM, P.S.
P. O. BOX 5397
EVERETT, WA 98206-5397

AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

This Amended Declaration of Covenants, Conditions, Restrictions, and Easements is made this 17th day of July, 2004, by JOEL and TAMI HYLBACK, husband and wife, ("Hylback") and DAVID and LEXIE McFERON, husband and wife, ("McFeron"). Hylback and McFeron are hereinafter collectively referred to as "Declarant." **The purpose of this Amended Declaration is to amend Paragraph Seven (7) of that certain document dated June 9, 2004 and recorded under Auditor's File No. 200406100006.**

RECITALS:

A. Hylback owns Lot 2 and Lot C1 and McFeron owns Lot 1, which are parcels of real estate in Skagit County, Washington, more specifically described as follows:

1. Lot 1 as per Short Plat No. 93-011, auditor's file number 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385 (hereinafter referred to as "Lot 1").
2. Lot 2 as per Short Plat No. 93-011, auditor's file number 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385 (hereinafter referred to as "Lot 2").
3. Lot C1 as shown on alteration of Short Plat (CaRD) P.L. number 00-0301 (rev.), auditor's file number 200403290214 (hereinafter referred to as "Lot C1").

The locations of Lot 1, Lot 2, and Lot C1 are depicted on the schematic attached hereto as Exhibit A. All three (3) parcels are collectively referred to as the "Property."

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B. The Declarant wishes to preserve views for the respective parcels by several view easements in accordance with the terms and conditions of this Declaration of Covenants, Conditions, Restrictions, and Easements ("Declaration").

C. Declarant acknowledges that the Property is part of the real property currently subject to the Declaration of Covenants and Restrictions, recorded under Skagit County Auditor's File No. 9312300010 ("Prior Declaration"). Declarant intends that the provisions of the Prior Declaration remain in full force and effect, however, Declarant wishes to subject the Property to additional covenants, conditions, restrictions and easements, as set forth below, which shall be binding upon and for the benefit of the Property.

NOW, THEREFORE, to accomplish the foregoing purposes, the Declarant hereby publishes and declares that said Property shall be held, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the character, attractiveness and desirability of the Property. These covenants, conditions, restrictions and easements shall run with the land and shall be a burden upon and a benefit to the Property therein owned by Declarant and any person, firm, corporation or entity of any kind whatsoever acquiring an ownership interest in the Property or any part thereof, and their lessees, guests, heirs, executors, personal representatives, successors and assigns. Acceptance of any interest in the Property shall be deemed acceptance of the terms and provisions of this Declaration.

1. **Prior Declaration to Remain in Effect.** All of the terms and conditions of the covenants, conditions and restrictions set forth in the Prior Declaration recorded under Skagit County Auditor's File No. 9312300010 shall remain in full force and effect.

2. **View Preservation Easements for the Benefit of Lot C1 in Zone A.** The following view restrictions intended to benefit Lot C1 shall apply in the portions of Lots 1 and 2, identified as "Zone A" on Exhibit A (hereinafter referred to as "Zone A"), described as follows:

Within, or regarding Lot 1, commencing at the Northeast corner of Lot 1 thence South 150 feet thence West 333.13 feet thence North 150 feet thence East 333.13 feet to the point of beginning as per Short Plat No. 93-011, A.F. No. 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

Within, or regarding Lot 2, commencing at the Southeast corner of Lot 2 thence North 100 feet thence West 333.13 feet thence South 100 feet thence East 333.13 feet to the point of beginning as per Short Plat No. 93-

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011, A.F. No. 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

2.1 Building Prohibition. For the benefit of Lot C1, no buildings or structures of any kind shall at any time be constructed or allowed in that portion of Lots 1 and 2 described above and identified as Zone A on Exhibit A.

2.2 Vegetation Height Restriction. For the benefit of Lot C1, no trees, shrubs, or other plants of any nature in excess of six (6) tall shall be allowed in that portion of Lots 1 and 2 described above and identified as Zone A on Exhibit A.

2.3 Easement Appurtenant. The view easement hereby granted is intended to be appurtenant to Lot C1, and shall be for the benefit of each current and future owner(s) of Lot C1, each of which, individually, shall be entitled to enforce this easement. The covenants herein are intended to run with the land, and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors and assigns, with respect to the parties' properties.

2.4 Duration. The duration of this easement shall be perpetual.

3. View Preservation Easement for the Benefit of Lots 1, 2, and C1 in Zone B. The following view restrictions shall apply to Lot 1 for the benefit of Lots 2 and C1 and to Lot 2 for the benefit of Lots 1 and C1 in the portions of Lots 1 and 2 identified as "Zone B" on Exhibit A (hereinafter referred to as "Zone B"), described as follows:

That portion of Lot 1 which is East of the Former English Lumber Company Right of Way and West of a line marked as Line A, a line that approximately bisects Lots 1 and 2 in a north-south direction as depicted on Exhibit A, as per Short Plat No. 93-011, auditor's file number 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

That portion of Lot 2 which is East of the Former English Lumber Company Right of Way and West of a line marked as Line A, a line that approximately bisects Lots 1 and 2 in a north-south direction as depicted on Exhibit A, as per Short Plat No. 93-011, auditor's file number 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

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3.1 Building and Vegetation Height Restriction in Zone B. The following height restriction shall apply to Zone B, for the benefit of Lots 1, 2, and C1:

No buildings, structures, trees, shrubs, or other plants of any nature over elevation 148.0 FEET NAVD 88 DATUM shall be allowed in Zone B.

3.2 Vacation of County Right of Way (Franklin Road). The view easement described in Section 3.1 shall apply to the portions of Lots 1 and 2 dedicated to the county for a right of way referred as Franklin Road No. 239 if and when said right of way is vacated.

3.3 Easement Appurtenant. The view easement hereby granted is intended to be appurtenant to the properties, and shall be for the benefit of each current and future owners of Lots 1, 2, and C1, each of which, individually, shall be entitled to enforce this easement. The covenants herein are intended to run with the land, and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors and assigns, with respect to the parties' properties.

3.4 Duration. The duration of this easement shall be perpetual.

4. View Preservation Easement for the Benefit of Lot C1 in Zones C and D. For the benefit of Lot C1, the following view restrictions shall apply in the portions of Lots 1 and 2, the portion of Lot 1 identified as "Zone C" on Exhibit A and the portion of Lot 2 identified as "Zone D" on Exhibit A (herein referred to as "Zone C" and "Zone D" respectively), described as follows:

Zone C: Commencing at the Southeast corner of Lot 1 thence North 176.69 feet thence West 333.13 feet thence South 177.07 feet thence East 333.13 feet to the point of beginning as per Short Plat No. 93-011, A.F. No. 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

Zone D: Commencing at the Northeast corner of Lot 2 thence South 226.69 feet thence West 333.13 feet thence North 227.09 thence East 333.13 feet to the point of beginning as per Short Plat No. 93-011, A.F. No. 9310200068 after boundary line adjustments filed under auditor's file numbers 200401120384 and 200401120385.

4.1 Building and Vegetation Height Restriction in Zones C and D. The following height restriction shall apply to Zones C and D, for the benefit of Lot C1:

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No buildings, structures, trees, shrubs, or other plants of any nature over elevation 182.0 FEET NAVD 88 DATUM shall be allowed in Zones C or D.

4.2 Easement Appurtenant. The view easement hereby granted is intended to be appurtenant to Lot C1, and shall be for the benefit of each current and future owners of Lot C1, each of which, individually, shall be entitled to enforce this easement. The covenants herein are intended to run with the land, and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors and assigns, with respect to the parties' properties.

4.3 Duration. The duration of this easement shall be perpetual.

5. Vehicle Restriction. The storage on any lot within the Property of mobile homes, house trailers, commercial vehicles or inoperable or junk vehicles of any kind or nature is prohibited. A lot owner may store operable utility trailers, campers, boats and boat trailers that are owned by the lot owner for the lot owner's own personal use.

6. Animal Restriction. A lot owner may not raise, own, or possess a dangerous or potentially dangerous dog on the Property premises. "Dangerous Dog" and "Potentially Dangerous Dog" are defined under the Mount Vernon Municipal Code Chapter 6.04, as amended, attached as Exhibit B hereto. In addition, a lot owner may not raise, own, or possess a dog with characteristics of the following specific breeds: Chow Chow, Pit Bull, Staffordshire Terrier, Rottweiler, Akita, Shar Pei, Mastiff, Doberman, Wolf/Wolf Hybrids. Animals that are the result of cross breeding with any of the above specific breeds shall be prohibited if the total percentage of the specific breeds named above is more than 10%.

7. Restriction on Type of Construction. In addition to the covenants and restrictions contained in the Prior Declaration regarding use, size, and structures pertaining to the Property, mobile homes shall be prohibited to be built and/or used as a residence on any parcel. Manufactured homes and/or modular-type homes, shall be prohibited except with the written permission and/or approval of the owner of Parcel C-1. Further, no building shall be erected, placed or permitted to remain on any lot that exceeds three (3) stories in height.

8. Dispute Resolution. Any dispute arising out of this agreement shall be resolved by arbitration by one independent arbitrator, agreed on by the parties. If the parties cannot agree on the arbitrator, then either party may petition the Presiding Judge of the Skagit County Superior Court to appoint one, upon twenty (20) days notice to the other party. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have the discretion to award the prevailing party(s) the costs and expenses incurred for the arbitration, including, if

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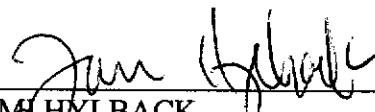
applicable, reasonable attorney's fees. In determining who the prevailing party is, and whether to award attorney's fees and costs, and how much to award, after the arbitrator has made a decision in the matter, the arbitrator may review the parties documented settlement positions.

9. **Attorneys' Fees and Costs.** Subject to the arbitration section provided herein, if a party breaches this Agreement, then the other party shall be entitled to reimbursement of all reasonable attorneys' fees, litigation-related expenses and costs incurred on account of the breach, regardless of whether or not litigation is actually commenced.

DATED this 17 day of July, 2004.



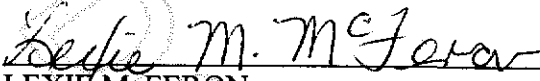
JOEL HYLBACK



TAM HYLBACK





DAVID McFERON



LEXIE McFERON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 03 2004

Amount Paid \$ 
Skagit Co. Treasurer
By  Deputy

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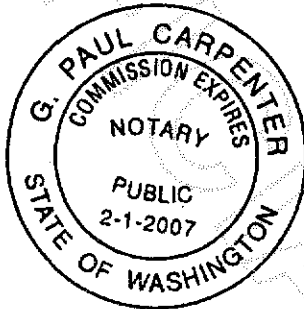


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STATE OF WASHINGTON)
)
) SS.
COUNTY OF Snohomish)

I certify that I have evidence that JOEL HYBLACK and TAMI HYLBACK, husband and wife, appeared before me, and acknowledged that they signed this instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7/17/04

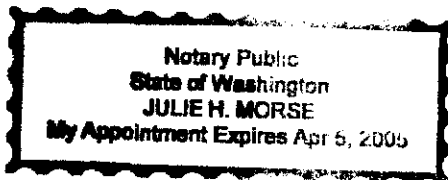


G. Paul Carpenter
PRINTED NAME: G. PAUL CARPENTER
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 2/1/07

STATE OF WASHINGTON)
)
) SS.
COUNTY OF Snohomish)

I certify that I have evidence that DAVID McFERON and LEXIE McFERON, husband and wife, appeared before me, and acknowledged that they signed this instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7-17-04



Julie H. Morse
PRINTED NAME: Julie H. Morse
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 4-5-2005

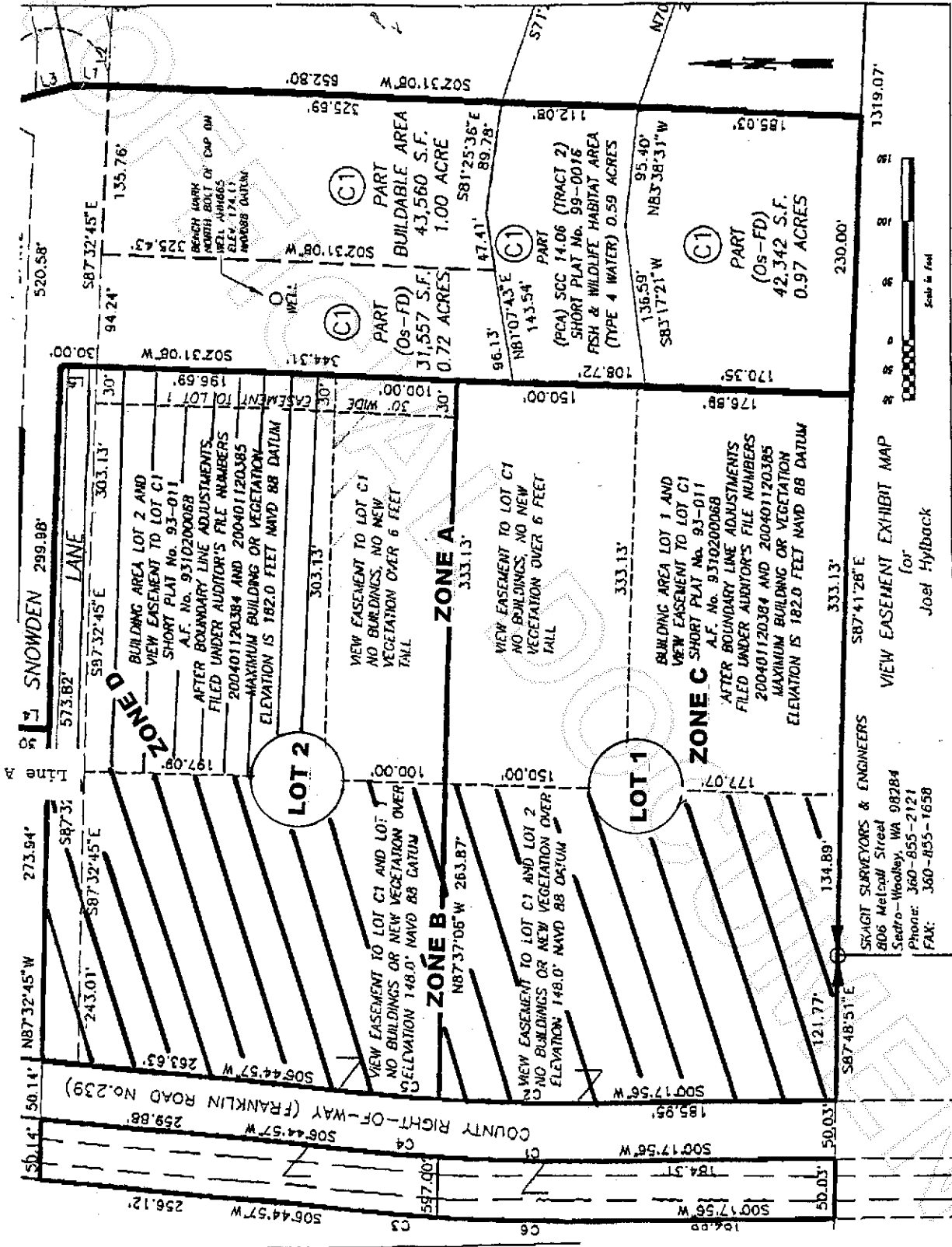
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EXHIBIT A



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Chapter 6.04

DOGS

Sections:

- 6.04.010 Definitions.
- 6.04.020 Keeping unregistered dogs prohibited.
- 6.04.030 Registration – Required.
- 6.04.040 Registration – Procedures – Fees.
- 6.04.050 Registration – Transferability.
- 6.04.060 Impoundment – Unregistered and stray dogs.
- 6.04.070 Impoundment – Notification required – Charges – Redemption or disposal authorized when.
- 6.04.080 Owner responsibility – Unlawful acts designated.
- 6.04.090 Cruelty to animals – Misdemeanor.
- 6.04.100 Dogs in heat.
- 6.04.110 Destruction of injured or diseased dogs.
- 6.04.120 Biting dogs – Duty to report – Confinement – Penalty.
- 6.04.130 Killing dangerous dogs.
- 6.04.140 Complaints – Adjudication of grievances.
- 6.04.150 Impoundment – Interference with enforcement prohibited.
- 6.04.160 Enforcement – Liability of animal control officer.
- 6.04.161 Permanent animal license – Eligibility requirements.
- 6.04.162 Rabies vaccination.
- 6.04.170 Violation – Penalties.

6.04.010 Definitions.

Within the provisions of this chapter, the following definitions shall apply:

A. "Animal control officer" means that person who has been appointed by the mayor and whose work is directed by the chief of police for the purpose of administering and enforcing the provisions of this chapter and the provisions of RCW 16.08.070 through 16.08.100, including all persons granted such authority and responsibility by contract with the city. In addition, any city police officer shall be an ex officio animal control officer and have like enforcement authority.

B. "At large" means off the premises or outside the vehicle of the owner or keeper of the dog and not under restraint by a leash.

C. "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control, custody or possession of an animal.

D. "Person" includes any individual, firm, partnership, corporation, trust or association of persons.

E. "Stray dog" means any dog wandering or roaming in a neighborhood place without an apparent owner or home.

F. "Potentially dangerous dog" means any dog that when unprovoked: (1) inflicts bites on a human or domestic animal either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (3) any dog with a known propensity, tendency, or disposition to attack unprovoked or to cause injury or otherwise to threaten the safety of humans or domestic animals.

G. "Dangerous dog" means any dog that according to the records of the appropriate authority, (1) has inflicted severe injury on a human being without provocation on public or private property, (2) has killed a domestic animal without provocation while off the owner's property, or (3) has been previously found to be potentially dangerous, the owner having received a notice of such and the dog again aggressively bites, attacks or endangers the safety of humans or domestic animals.

H. "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

I. "Proper enclosure of a dangerous dog" means while on the owner's property a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and also provide protection from the elements for the dog.

J. Unless some other meaning and intent is apparent from the context the present tense includes the past and future tense and the future includes the present. Each gender includes all other genders and the singular includes the plural or vice versa. (Ord. 2289 § 1, 1988; Ord. 2113 § 1, 1984; Ord. 2029 § 1, 1981; Ord. 1908 § 1, 1978).

6.04.020 Keeping unregistered dogs prohibited.

It is unlawful for any person residing in the city to own, keep or have control over any dog over the age of six months within the corporate limits of the city, unless such person has registered the dog as provided in this chapter. (Ord. 2235 § 1, 1986; Ord. 1908 § 2, 1978).



6.04.030

6.04.030 Registration – Required.

All dogs within the corporate city limits and over the age of six months must be registered. All dogs who are over six months of age and are brought into the corporate city limits shall be registered within 30 days after being brought into the city. (Ord. 2235 § 1, 1986; Ord. 1908 § 3, 1978).

6.04.040 Registration – Procedures – Fees.

The registration of dogs as required by MVMC 6.04.030 shall be for a fee as set forth in this section. Registrations shall take place at the office of the police department or at such other place as may be designated by the chief of police. There shall be issued and furnished at the time of registration a metallic tag to be worn by the dog on a collar or harness at all times. It shall be the duty of the official issuing the registration to register identifying characteristics reasonably describing each dog. Each registration shall be valid for a period of two years commencing on January 1st of every odd-numbered year and continuing until January 1st of the next succeeding odd-numbered year. Each registration must be renewed on every odd-numbered year for the next two-year period. All dogs not so registered on or before January 31st of each odd year shall be considered as unregistered animals. Any lost identification tag must immediately be replaced by a new tag issued by the licensing official upon payment of a replacement fee of \$1.00. No person other than the owner or keeper may remove a registration tag attached to the collar or harness of a dog. The fees for registration tags are as follows:

A. Unspayed females: \$10.00

B. Unneutered males: \$10.00

C. Spayed females (requires written proof of surgery from a licensed veterinarian or other positive form of proof satisfactory to the licensing authority): \$5.00

D. Neutered males (requires written proof of surgery from a licensed veterinarian or other positive form of proof satisfactory to the licensing authority): \$5.00. (Ord. 2235 § 3, 1986; Ord. 2097 § 1, 1983; Ord. 1908 § 4, 1978).

6.04.050 Registration – Transferability.

Licenses shall be issued only to owners of dogs and only to persons who are adult heads of households. Until a new license is issued to a new owner, each owner is responsible for the actions of the dog for which a license was issued. No license may be transferred to any other person, and any attempted transfer is ineffective until a new license is issued. All licenses are deemed to have been issued to

owners of dogs. Parents or guardians are responsible for control of dogs which are in the care, custody and control of children who reside with the parent or guardian, and such parents or guardians are deemed owners of said dog. (Ord. 1908 § 5, 1978).

6.04.060 Impoundment – Unregistered and stray dogs.

All stray dogs and all dogs not registered or not exhibiting the registered tag are presumed to have no lawful or legal owner and are declared to be a public nuisance. Such dogs may be seized and impounded. (Ord. 1908 § 6, 1978).

6.04.070 Impoundment – Notification required – Charges – Redemption or disposal authorized when.

A. If any dog is impounded for any reason, the owner, if known, shall be notified of the impounding of the dog, whether release of the dog may be authorized by the animal control officer, and, if so, the terms and conditions upon which the dog may be redeemed. If the owner of the dog is unknown, then the animal control officer must make all reasonable efforts to locate and notify the owner of the impounding of the dog.

B. If the redemption of any impounded dog is authorized, then the animal control officer may fix terms and conditions for redemption and shall require payment of actual expenses for boarding the dog, including any reasonable charges of the Humane Society plus a distraint fee of \$10.00. No dog residing within the city shall be redeemed unless it has a current license.

C. Should any dog not be redeemed by the owner within 24 hours after receiving notice of the impoundment of the dog and the terms and conditions upon which the dog may be redeemed, then any person may redeem the dog within the next 24-hour period. In the event any such dog is not redeemed within 48 hours after the owner has received notice that his dog has been impounded, the dog may be humanely destroyed or otherwise disposed of within the discretion of the animal control officer. (Ord. 2975 § 10, 1999; Ord. 2097 § 2, 1983; Ord. 2029 § 2, 1981; Ord. 1908 § 12, 1978).

6.04.080 Owner responsibility – Unlawful acts designated.

A. It is unlawful for the owner or keeper of any dog to:

1. Suffer or permit the dog to run at large within the city limits; provided, however, that this section shall not apply to the owner or keeper from



suffering or permitting a dog to participate in an organized dog show or training session in a location designed for such purpose. For the purposes of this subdivision, "running at large" is defined as the presence of any dog at any place except upon the premises of the owner, unless such dog is on a leash and under the control of a person physically able to control it;

2. Cause or permit a dog to be on property, public or private, not owned or possessed by the person unless the person has in his immediate possession an appropriate device for scooping excrement and an appropriate depository for the transmission of excrement to a receptacle located upon property owned or possessed by the person. This subdivision shall not apply to a person who is visually or physically handicapped;

3. Suffer or permit any dog to trespass on private or public property so as to damage or destroy any property or thing of value;

4. Suffer or permit any dog to chase, run after or jump at vehicles lawfully using the public streets, avenues, alleys and ways;

5. Keep or harbor any dog that frequently or habitually disturbs the peace and quiet by barking or that makes other loud or unusual noises or runs through or across yards or cultivated gardens or fields.

B. It is unlawful for the owner or keeper of any dog to:

1. Keep or harbor any dog that frequently or habitually barks at, snaps, bites, jumps upon or threatens persons lawfully on the public sidewalks, streets, alleys or public places;

2. Suffer or permit any dog which has a propensity to bite or attack human beings to run loose on or within the owner's premises in such manner as to endanger the safety of any person lawfully entering the premises;

3. Knowingly make any false statement or representation when making application for registration as required by MVMC 6.04.030.

C. Any dog causing an owner to be in violation of any of the provisions of subsections A or B of this section is declared to be a public nuisance and may be immediately seized and impounded. (Ord. 2102 § 1, 1983; Ord. 2097 § 3, 1983; Ord. 1908 § 7, 1978).

6.04.090 Cruelty to animals – Misdemeanor.

Except as provided by state law, every person who tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates, or cruelly kills any animal, or any person who causes, procures, authorizes, requests, or encourages any animal so

to be tortured, tormented, deprived of necessary sustenance, cruelly beaten or mutilated or cruelly killed; and, whoever, having the charge or custody of any animal, either as owner or otherwise, inflicts unnecessary suffering or pain upon the same or unnecessarily fails to provide the same with proper food, drink, air, light, space, shelter or protection from the weather, or who cruelly abandons any animal, shall be guilty of a misdemeanor and punished as set forth in MVMC 1.20.010. In addition, any police officer or any animal control officer shall have the power lawfully to interfere to prevent the perpetration of any act of cruelty upon any animal and may impound the animal for its safety. The animal control officer may fix reasonable conditions upon redemption of the animal for the animal's safety. Any such impoundment shall be subject to provisions of MVMC 6.04.070 and 6.04.140. (Ord. 2262 § 1, 1987; Ord. 1908 § 8, 1978).

6.04.100 Dogs in heat.

Every female dog in heat shall be confined in a closed building so that the dog cannot come into contact with another dog except for planned breeding. (Ord. 1908 § 9, 1978).

6.04.110 Destruction of injured or diseased dogs.

Any dog suffering from serious injury or disease may be humanely destroyed by the impounding authority; provided that the impounding authority shall immediately notify the owner, if the person is known, and if the person is not known, shall make all reasonable efforts to locate and notify said owner prior to destroying the animal. (Ord. 1908 § 10, 1978).

6.04.120 Biting dogs – Duty to report – Confinement – Penalty.

A. When any dog has bitten or attacked any person or is suspected of having rabies, it shall be the duty of any person having knowledge of such facts to immediately report the same to the police department, who shall forthwith notify the animal control officer. It is unlawful for the owner of any animal, when notified that such animal has bitten any person or has injured any person such as to cause an abrasion of the skin, to sell or give away such animal or permit such animal to be taken beyond the limits of the city except to a veterinary hospital. It shall be the duty of such owner upon receiving notice of the dog's injurious acts or rabies to immediately place such animal in a duly licensed veterinary hospital for confinement.



6.04.130

period of at least 10 days or to deliver such dog to the animal control officer for such placement or similar confinement. No person shall release or remove any dog from its place of confinement to another place without the consent of and upon the conditions imposed by the animal control officer. Upon authorization of a licensed veterinarian, a dog may be released from confinement to the custody of its owner upon the owner's undertaking to keep the same securely chained and confined to the premises of the owner and segregated from other animals during such observation period. The confinement of any dog shall be at the expense of the owner and custodian and no person shall refuse to surrender any dog for quarantine when demand is made by order of the animal control officer.

B. Any person refusing or failing to comply with the provisions of this section or with the order or directives of the animal control officer relating thereto shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in the amount of \$500.00. (Ord. 2029 § 3, 1981; Ord. 1908 § 11, 1978).

6.04.130 Killing dangerous dogs.

If any dangerous, vicious, or predatory dog or any dog known to have rabies cannot be safely taken up and impounded, such dog may be slain by an animal control officer. (Ord. 2029 § 4, 1981; Ord. 1908 § 13, 1978).

6.04.140 Complaints – Adjudication of grievances.

Any owner or keeper aggrieved as the result of an impoundment, conditions for redemption, or deprivation pursuant to the provisions of Chapter 6.04 MVMC, may request a hearing before the municipal court judge to determine the justification of such classification, or the requirements imposed as a condition of redeeming the animal, per impoundment, or any determination, that the animal has been cruelly treated, neglected or abandoned. In the event the court confirms the classification and/or requirements, or determination that the animal has been cruelly treated, neglected or abandoned, the owner or keeper shall pay the costs of such hearing including the filing fee and the fees for witnesses called in support of the official action. (Ord. 2975 § 11, 1999; Ord. 2262 § 2, 1987; Ord. 1908 § 16, 1978).

6.04.150 Impoundment – Interference with enforcement prohibited.

It is unlawful for any person to interfere with, hinder, delay or impede any officer charged with

the enforcement of the provisions of this chapter from carrying out said duties. (Ord. 2029 § 5, 1981; Ord. 1908 § 14, 1978).

6.04.160 Enforcement – Liability of animal control officer.

Any officer performing the functions of an animal control officer shall not be personally liable for damages resulting from the enforcement of this chapter. (Ord. 2029 § 6, 1981; Ord. 1908 § 15, 1978).

6.04.161 Permanent animal license – Eligibility requirements.

City residents 65 years of age or older shall be entitled to purchase a special permanent license for the lifetime of dogs for which they are the registered owner when the animals are maintained at the owner's registered address. Eligible residents may purchase the special permanent animal license at a cost of \$10.00 per licensed dog and they shall not be required to purchase a new license for the lifetime of such licensed animal; provided, that no person shall be granted more than three permanent licenses for any dogs for which they are the registered owner; and provided further, that any permanent license issued under this section shall terminate immediately at such time as the person issued the license ceases to be the owner of the licensed dog. (Ord. 2235 § 4, 1986).

6.04.162 Rabies vaccination.

All persons owning or keeping a dog over the age of six months inside the city limits shall be required to maintain a current rabies vaccination from a licensed veterinarian. All persons seeking to register a dog shall be required to show proof of current rabies vaccination from a licensed veterinarian within 30 days prior to obtaining a registration tag. (Ord. 3000 § 1, 2000; Ord. 2235 § 5, 1986).

6.04.170 Violation – Penalties.

A. Unless otherwise specifically provided, any person violating any of the provisions of this chapter, except for violations under MVMC 6.04.080(B) or 6.04.120, shall have committed a civil infraction and shall be subject to a civil penalty as follows:

1. Upon the first violation, a fine of \$50.00;
2. Upon a second violation, a fine of \$100.00;
3. Upon a third violation, a fine of \$150.00;

