



# Draft

## POAH Communities Elderly - Pet Addendum

This Pet Addendum dated \_\_\_\_\_, is attached to and made a part of the Lease dated \_\_\_\_\_ by and between \_\_\_\_\_, Owner and \_\_\_\_\_ (resident(s)) for apartment number \_\_\_\_\_ in \_\_\_\_\_ Apartments is hereby amended with the addition of this Addendum. Unless terminated or modified as provided herein, this Addendum shall remain in force throughout the term of the Lease.

The following Pet Ownership Policy Guidelines have been established in accordance with Section 227 of the Housing and Urban-Rural Recovery Act of 1983. Continued occupancy in this property is contingent on meeting the following provisions:

### **THE PET POLICY FOR THIS PROPERTY IS AS FOLLOWS:**

Pets may be allowed with written permission from management but only under the terms of the Lease and Pet Addendum.

- 1) **REGISTRATION:** All animals must be registered with the property prior to coming onto the premises. Regardless of their initial registration date, all animals will be registered in conjunction with the Owner's annual income recertification. The following documents must be kept in the Resident(s) file:
  - a) A certification of inoculation for rabies, parvo virus, distemper, and leukemia as appropriate for the breed signed by a State or local authority or licensed Veterinarian.
  - b) A certificate of compliance with all State and/or local licensing or permit requirements for the animal.
  - c) The name, address, and phone number of one or more responsible parties who will care for the animal if the Owner(s) dies, is/are incapacitated, or is/are otherwise unable to care for the animal.
  
- 2) **LIMITATIONS:** Animals are limited to common household pets which are defined as: a domesticated animal such as a dog, cat, small bird, rodent (hamster, gerbil, guinea pig), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles (except turtles) are excluded from the definition.
  - a) Each apartment will be limited to two (2) each of the following species: birds, rodents and turtles. In the event the pets should produce offspring, each resident will be responsible for maintaining compliance with this limitation.
  - b) Birds and rodents must be kept in a cage.
  - c) Birds of Prey are not permitted.
  - d) Dogs or cats will be limited to one per apartment with each being less than 20 inches tall at the shoulders and weighing no more than 20 pounds when fully grown. The standards established by the American Kennel Club shall be used to determine the height and weight of the breed at maturity.





# DRAFT

## POAH Communities Elderly - Pet Addendum

- e) Animals that have not reached their full growth potential will have their initial registration size qualification determined by the average size and weight for their particular breed when fully grown. If the breed of the pet is questionable, it will be assumed to mature to the size which has been determined by a qualified Veterinarian provided in writing to Management. In the event that the pet no longer meets size limitation, Management will require the pet(s) removal from the property.
  - f) Female cats and dogs over six months of age must be spayed. Male cats and dogs over eight month's age must be neutered. If the animal's age, health, or other physical circumstances make the neutering/spaying procedure potentially hazardous to the animal's health, then written verification from a licensed Veterinarian of the animal's physical condition must be provided prior to registration.
  - g) Aquariums will be limited to a total tank capacity of 30 gallons with the number of individual tanks being limited to one per individual apartment.
- 3) RESTRICTIONS: All Pet Owners and/or prospective Pet Owners will be required to adhere to the following policies:
- a) Animals (except assistance animals when the animal's presence is necessary for the Owner's full use and enjoyment by the premises) will at all times be restricted from common area(s)
  - b) Animals will be exercised only in designated area(s):
  - c) Pet Owner(s) are required to clean up after their animals at all times. This includes, but not limited to, clean up of the designated exercise and common area(s).
  - d) Unattended animals will not be allowed outside the apartment at any time. The Owner(s) must have their animal under physical control (on leash not to exceed 36" in length, caged, or physically held) during all times that the animal is outside the apartment.
  - e) Animals may not be left unattended in an apartment for more than a 24 hour period. Dogs and cats will be required to be boarded off the premises when the Owner(s) is/are absent for an extended period.
  - f) Animals may be attended to in the pet owner's apartment by other individuals only when prior written approval has been given by Management. Management will not accept responsibility for providing access to the Owner's apartment for this purpose.
  - g) Animals found unattended in excess of the 24 hour period will be removed from the premises to either the documented alternative guardian listed in the animal's registration or, at the Pet Owner's expense, a local boarding facility if the alternative guardian cannot assume immediate responsibility for the animal.
  - h) Animals are not permitted to be "penned" or "caged" on balconies or patios (if applicable) during the night or while the Owner(s) is/are away from the apartment. No screening, fencing, etc., may be added to any balcony/patio area. Animals may not be leashed or tied to any interior or exterior building fixture at any time.
  - i) Animals must be restrained from making noise that would disturb other residents. Barking and/or whining dogs and crying or howling cats will not be considered acceptable.





# DRAFT

## POAH Communities Elderly - Pet Addendum

- j) No animal that bites, attacks, or demonstrates other aggressive behavior towards humans may be kept on the premises.
  - k) Should an animal become a nuisance or threat to the health or safety to other persons, Management may require the animal to be removed from the premises.
- 4) **COMMUNITY POLICIES:** All Owners are required to comply with all applicable policies as stated by the property's community policies. This includes, but is not limited to, sections concerning noise, garbage, alteration and breakage. Owners are at all times expected to have due regard for peace, comfort, and quite enjoyment of the other residents.
- 5) **PET POLICY VIOLATIONS:** Complaints to the management concerning pets will be handled as follows:
- a. The first complaint will result in a verbal warning to the pet owner, with adequate documentation to the pet owner's file.
  - b. The *Notice of Second Pet Complaint* will result in a written warning notice to the pet owner. This notice will provide the pet owner with the opportunity to discuss the alleged pet rule violation(s), comply with the pet rules or remove the pet.
  - c. Further complaints may result a *Notice of Pet Removal*, or termination of the pet owner's Lease.
- 6) **COURTESY:** The Management recognizes that animals can be therapeutic for those who enjoy, own, and care for them. However, animals can be threatening to others who, for whatever reasons, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in managing your animal.
- 7) **INSPECTIONS:** Management is given permission to enter the Owner's apartment for the purposes of inspection if a complaint is received by management or if management feels the conduct or condition of the animal or Owner(s) warrants same. Inspections will be made during reasonable hours after proper notice has been given to Owner(s). In an emergency situation, entry can be made immediately, with Notice to be given to Owner(s) after such entry, stating the reasons for such entry.
- 8) **MAINTENANCE:** Maintenance personnel will not enter any apartment of an Owner(s) to perform maintenance repairs unless the Owner(s) or other resident is/are present and places the animal under control while maintenance personnel are in the apartment.
- 9) **POLICY CHANGES:** Management reserves the right to alter or amend any of the above stated policies. In the event of a Pet Policy change, Management will provide thirty (30) days notice to all residents of the proposed change(s).
- 10) A violation of these rules may be grounds for removal of the pet or termination of the tenant's (pet owner's)tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State and local law.





# DRAFT POAH Communities Elderly - Pet Addendum

The regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned projects). If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project Immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.”

11) DEPOSIT: Management requires an additional deposit from all Pet Owners. A Pet Deposit of \$ \_\_\_\_\_ per pet will be made and returned if the Resident meets the terms included in the Lease and the Pet Addendum in accordance with the provisions of the Security Deposit Agreement dated \_\_\_\_\_. This deposit shall be in addition to the Security Deposit required at move-in and shall be used to pay for damages and/or fumigation costs caused by your pet to your apartment, common areas or animal care facilities if required. The pet deposit may not exceed \$ \_\_\_\_\_ per pet. The pet deposit may be paid in full or in installments. If the installment method is chosen to pay the pet deposit, then the Resident is required to pay an initial payment of \$ \_\_\_\_\_ per pet (minimum amount required is \$50.00 per pet) at the time this Pet Addendum is fully executed and monthly payments of \$ \_\_\_\_\_ per pet thereafter. Remaining installment payments must be at least \$10.00 per month and can be higher if Resident chooses. Should the Resident no longer maintain a pet in the apartment and does not intend to move out, the Resident may submit a written request to Management to issue a refund of the Animal Owner(s) Pet Deposit following an inspection of the apartment for damage(s).

The undersigned Resident(s) state(s) that he/she has read, understands, and agrees to comply with the above.

## **SIGNATURES** **RESIDENT(S)**

1. \_\_\_\_\_ Date Signed \_\_\_\_\_  
2. \_\_\_\_\_ Date Signed \_\_\_\_\_

## **MANAGEMENT**

BY: \_\_\_\_\_ Date Signed \_\_\_\_\_





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# POAH Communities Elderly- Pet Addendum

## PET APPLICATION & IDENTIFICATION

Pet Owner(s)

Address

  
  

Telephone # - HOME

Work

Breed

Sex

Age

Name

Size when mature: Height

Weight

Color

Markings

License #

Tag Information

Veterinarian Name

Phone #/Address

  
  
  

Proof of Spaying or Neutering

Proof of Inoculations





# DRAFT POAH Communities Elderly - Pet Addendum

Type of caged animal:

Bird Breed \_\_\_\_\_.

Guinea Pig       Gerbil

Rabbit             Turtle

Photograph Attached (Required)

\_\_\_\_\_  
Pet Owner's Signature

\_\_\_\_\_  
Date

### **ALTERNATE PET CARETAKER (Required)**

Caretaker's Name & Address

Telephone # - HOME

Work

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The Pet / Assistive Animal Owner(s) must inform Management immediately of any changes in the alternate caretaker's names, address, or telephone numbers. Management will not be responsible for providing your animal's caretaker access to the apartment in the absence of the Owner(s).

\_\_\_\_\_  
Pet / Assistive Animal Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alternate Caretaker's Signature

\_\_\_\_\_  
Date

