

APPENDIX B

PET POLICY

SECTION I Selection Criteria

A pet is defined as a domesticated animal such as a dog or cat, bird, or fish or turtle that is traditionally kept in the home for pleasure rather than commercial purposes. Reptiles, except turtles, and rodents are not considered pets.

A. Approval

Prior to allowing a resident to keep an approved house pet in the unit, the resident must execute this pet policy. The pet owner must provide proof of the pet's good health, weight and suitability under the standards set forth under "General Guidelines" in the criteria. In addition, the resident must present a certificate of inoculation and vaccination along with proof of registration, spaying and or neutering. A household must be lease compliant in order to receive pet approval.

Residents who require a pet due to a disability or for some other verified medical need will not be unreasonably denied such a pet.

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B. Assistive Animals

1. As a reasonable accommodation to individuals with disabilities, this pet policy does not apply to animals that are verified to be medically necessary as an assistive animal needed by persons with disabilities. The need for such animals must be verified by a qualified medical practitioner.
2. When verification of need for an assistive animal is obtained, the person with disabilities will be exempt from the pet fees, deposit, and size limitations for assistive animals. All other requirements of this pet policy shall apply to assistive animals.

C. General Guidelines:

The following types of animals may be allowed under compliance with this policy and city, county, state and federal ordinances. However, except for Auxiliary aid or assistive animals, dogs will not be permitted in buildings where the primary access to the apartments is through an elevator (typically a mid-rise or high-rise building).

1. Dogs
 - a. Maximum number – one (1);
 - b. Maximum weight – twenty five (25) pounds;
 - c. Must be house broken;
 - d. All dogs over six months of age must be spayed or neutered by a licensed veterinarian;
 - e. Must be properly inoculated by a licensed veterinarian;
 - f. Must be licensed in accordance with local laws and ordinances;
 - g. No Pit Bulls.
2. Cats
 - a. Maximum number – one (1);
 - b. All cats over six months of age must be spayed or neutered by a licensed veterinarian;
 - c. Must be properly inoculated by a licensed veterinarian;
 - d. Must be trained to use a litter box;
 - e. Must be licensed in accordance with local laws and ordinances;
 - f. Must be de-clawed (front claws only)
3. Birds
 - a. Maximum number – two (2)
 - b. Must not be more than 12 inches in height and 2 lbs. in weight
 - c. Must be maintained inside of a cage at all times
4. Fish
 - a. Must be fresh water fish only
 - b. Maximum aquarium size – twenty (20) gallons fresh water
 - c. Must be supported by an approved stand for aquariums and appropriate weight

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SECTION II Pet Fees & Security Deposits

- A. An increased security deposit of \$300.00 for a dog or cat and \$100 for birds or fish shall be required of all residents housing pets. Management reserves the right to change the deposit amount consistent with federal guidelines at any time. Payment of the additional pet security deposit for a dog or cat may be made in up to 3 installments of at least \$100 per month beginning on the first day of occupancy of the pet. Payment of the additional pet security deposit for birds or fish must be made by the first day of occupancy of the pet.
- B. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit. The resident will be required to pay for the real cost of any and all damages caused by his/her pet where they exceed the amount of the deposit.

- C. All units occupied by a dog or cat will be fumigated upon being vacated. If it is discovered that a unit where a pet is in residence has become infested by fleas and or ticks the resident will also be responsible for the cost of the fumigation of the infested unit and other affected units and common areas.

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SECTION III Pet Rules

A. Dogs and Cats

1. Dogs and cats shall be maintained within the resident's unit. The patio or storage areas of such units will not be acceptable by Management as a dwelling place for any animal. No alterations of any kind to the unit, patio, or storage area shall be permitted for pet retention. Outdoor pet shelters are prohibited. When outside of the unit the dog or cat shall be kept on a collar or harness attached by a leash made of leather or chain linked metals no longer than six (6) feet, which is able to restrain the pet from breaking loose.

The resident shall maintain control of the pet **AT ALL TIMES**. Under no circumstances shall any cat or dog be permitted to roam free in any common area. Pets must not interfere with management personnel or Emergency Response Teams conducting inspections or emergency response calls to the pet owner's unit.

2. The pet owner shall immediately pick up all animal waste and litter box matter, and dispose of in a sealed plastic trash bag and placed in a trash receptacle. Cat litter shall be changed at least twice per week and shall not be disposed of by flushing down toilets or dropping in the building trash chutes. The pet owner shall be charged and remit payment for unclogging toilets or clean up of common areas due to pet waste. No pet owner shall permit his/her pet to deposit waste in any exterior or interior common area.
3. Resident pet owners agree to be responsible for immediately cleaning up any dirt or mud tracked through the common area lobby, halls, or elevator by his/her pet.
4. Pet owners shall keep their pets under control at all times. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet and agree to hold the owner and management harmless in such proceedings.
5. Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises. **ANY PET WHO CAUSES BODILY INJURY TO ANY RESIDENT, GUEST OR STAFF MEMBER SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.**
6. No dog shall be left unattended in any unit for longer than 12 consecutive hours. No other pets shall be left unattended in any unit for longer than 48 consecutive hours.

7. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for, or which are left unattended for longer than twelve (12) consecutive hours in the case of dogs, or forty-eight (48) consecutive hours in the case of all other pets, will be reported to the appropriate authorities.
8. Feeding of pets in common areas is prohibited.
9. In the event of the death of the pet owner or an emergency that management is aware of that has caused the pet owner to be unable to care for the pet (e.g. long term hospitalization), Management will contact the alternate caretaker and will follow the procedures outlined in paragraph 11 below for disposing of the pet consistent with local and federal guidelines unless written instructions exist with respect to such disposition.
10. In the event of a pet's death the resident shall dispose of the pet in a sanitary manner. The resident shall also notify the site office. If determined necessary by Management, the unit shall be fumigated at the resident's expense.
11. The pet owner shall provide a signed statement by a third party over the age of eighteen (18) who agrees to act as an alternate pet caretaker. This statement must list the caretakers' name, address and phone number. Management will make reasonable efforts to contact the alternate caretaker in the event of an emergency. Unwillingness on the part of the named caretaker of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered an authorization for management to exercise discretion in such regards consistent with federal guidelines. The pet owner understands that management will not be responsible for the well being of the pet should the alternate pet caretaker refuse custody of the pet. Additionally, any cost incurred by management must be reimbursed by the pet owner.
12. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident therefore agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

All resident pet owners must maintain each pet responsibly and in accordance with applicable federal, state, and local public health, animal control and animal anti cruelty laws and regulations.

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes.

- a. Creation of a nuisance after proper notification consistence with Section IV of these Pet Rules;
- b. Excessive pet noise or odor with proper notification;
- c. Unruly or dangerous behavior displayed by the pet;

- d. Excessive damage to the resident's apartment unit and /or the property's common areas;
- e. Repeated problems with vermin or flea infestation;
- f. Failure of the resident to provide adequate care of his/her pet;
- g. Leaving a dog unattended for more than twelve (12) consecutive hours or leaving any other pet unattended for more than forty-eight (48) consecutive hours;
- h. Failure of the resident to provide adequate and appropriate inoculation of the pet;
- i. Resident's death and/ or serious illness; and
- j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

Any resident informing management that they no longer have possession of a pet, must provide proof that the pet was turned over to a responsible party, died, was permanently lost or was turned into an animal shelter.

Visitors, guests and relatives of residents are allowed to have auxiliary aid or assistive animals only. Visitors, guests and relatives of residents shall not enter any structure with any other pet or animal or allow his/her animal to roam the grounds of the property.

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B. Birds

- 1. Must be kept in a cage designed for birds;
- 2. Cage must have food and fresh water available for the bird at all times;
- 3. Cage must be kept clean at all times;
- 4. Waste must be disposed of in a sealed plastic trash bag and placed in a trash bin.
- 5. Must not be a bird of prey;
- 6. Wings must not be tied or locked in any way;
- 7. Excessive noise from within the apartment shall not be permitted.

C. Fish

- 1. Fresh water fish only;
- 2. Twenty (20) gallon aquarium maximum;
- 3. Stand must be designed & manufactured for aquariums with a weight of 20 gallons;
- 4. Aquarium must be placed in a safe area and away from electrical services;
- 5. Aquarium must be equipped with the proper filtering and oxygenation system;
- 6. Water damage caused by breakage or spillage of the aquarium shall be the responsibility of the resident who shall be billed for repair cost as required.

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SECTION IV Notification Policy

In the event that any pet owner violates these pet rules, management shall provide notice of such violation as follows:

A. Creation Of A Nuisance

1. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than 24 hours to correct such nuisance.
2. Management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the 24-hour compliance period.

B Dangerous Behavior

1. Any pet which physically threatens and /or harms a resident, guest, staff member or other authorized person presented upon the project grounds shall be reported to appropriate authorities and an investigation ordered.
2. Management does not have the ability to provide reasonable accommodations to house any animal deemed dangerous by the Chief of Police. Therefore any animal registered, as a dangerous animal shall be removed from the premises permanently.

The resident's signature and initials upon these house rules shall constitute permission for management to take appropriate action consistent with local, state and federal law.

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Section V Affidavit

"I have read and understand the above pet policies and agree to comply fully with their provisions. I understand that failure to comply with these provisions may be grounds for removal of my pet and/or cause for my eviction".

Owner

Resident

Pet Registration Number

Pet's Name

Type of Pet

Breed of Animal

DRAFT

Date

Unit Number

73867