

## **SHOPS AND LOFTS AT 47 DRAFT PET OWNERSHIP RULES**

These pet ownership rules are developed in accordance with the U.S. Department of Housing and Urban Development and shall not supersede any local or state laws. The pet ownership rules do not apply to any animal owned by a tenant, or a guest or visitor of a tenant, where the animal is individually trained or otherwise able to provide assistance to a qualified person with a disability. In addition, the pet ownership rules do not apply to any animal shown by documentation to be necessary in order for a qualified person with a disability to use and enjoy a dwelling unit at Shops and Lofts at 47, including animals shown to be necessary for the emotional well being of a qualified person with a disability. Nothing in the pet ownership rules otherwise affects Management's authority to regulate tenant ownership of an animal that provides assistance to a qualified person with a disability, or of an animal that is shown to be necessary for the emotional well being of a qualified person with a disability.

No visiting pets are permitted. This includes pets being kept temporarily on the premises.

### **Common Household Pets**

The types of pets described below are considered common household pets. No types of pets other than the following may be kept by a tenant. The following types and qualifications are consistent with applicable State and local law.

- Dogs: The maximum number permitted is one dog. The maximum adult weight cannot exceed twenty-five pounds. The dog must be housebroken, spayed or neutered, must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance. Any litter resulting from the dog must be removed immediately from the unit.
- Cats: The maximum number permitted is one cat. The cat must be declawed, trained to use a litterbox or other waste receptacle, spayed or neutered, must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance. Any litter resulting from the cat must be removed immediately from the unit.
- Birds: The maximum number of birds permitted in the unit is two, if average cockatiel size (parakeets, finches, etc.), or one if a larger bird (such as a parrot, macaw, etc.). The bird(s) must be enclosed in a cage at all times
- Fish: The maximum aquarium size is ten gallon and must be maintained on an approved stand.
- Turtles: The maximum number of turtles is one per unit. The turtle must be enclosed in an acceptable cage or container at all times.

## Prohibited Pets

The following are NOT considered "common household pets" and are not permitted:

- Domesticated dogs that exceed twenty-five pounds. (Animals certified to assist persons with disabilities are exempt from this weight limitation.)
- Rodents are not permitted.
- Vicious or intimidating pets. Dog breeds including Pit Bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, and German Shepherd are considered vicious or intimidating breeds and are not allowed.
- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animals of any kind.
- Fish in aquariums exceeding ten gallons in capacity.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Pigeons, Doves, Mynahs, Pittacines (parrots), and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- Snakes or other kinds of reptiles.

## Registration Requirements

Pets must be approved by and registered with Management before they are brought onto the premises.

Registration includes a certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by state or local law, has no communicable disease(s), and is pest-free. Registration must be renewed and will be coordinated with the annual reexamination date. Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

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## **Pet Ownership Rules**

The Tenant will adhere to the following rules:

- Agree that the tenant is responsible and liable for all damages caused by their pet(s).
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
- Tenants shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
- All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area, including any pet or animal exercise area. Failure to do so will result in a Pet Waste Removal charge to the tenant, which will consist of all reasonable charges incurred by Management. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.
- Litter boxes shall be stored inside the tenant's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge. Litter shall not be disposed of by being flushed through a toilet.
- The tenant pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
- The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The tenant shall be

responsible for any impoundment fees, and Management accepts no responsibility for pets so removed.

- Failure to abide by any animal-related requirement or restriction constitutes a violation of the Tenant Obligations in the tenant's Lease Agreement.
- Tenants will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other tenants in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- Tenants/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

### **Pet Free Areas**

The following areas are designated as no-pet areas:

- Playgrounds
- Management offices
- Community centers

### **Deposits for Pets**

Tenants with animals must pay a pet deposit of \$300 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The tenant will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification. Management reserves the right to change or increase the required deposit by amendment to these rules. Management will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within the time required by applicable law after the tenant moves or upon removal of the pet from the unit.

All reasonable expenses incurred by Management as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including, but not limited to:

- The cost of repairs and replacements to the tenant's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project if applicable

- Pet waste removal charges.

The expense of flea disinfestations shall be the responsibility of the tenant. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge. Failure to pay current charges will be considered a violation of the lease. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The tenant will be billed for any amount that exceeds the pet deposit. The pet deposit will be refunded when the tenant moves out or no longer has a pet on the premises, whichever occurs first.

Pet Deposits are not a part of rent payable by the tenant.

### **Pet Waste Removal Charges**

All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge to the tenant, which will consist of all reasonable charges incurred by Management. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

Pet waste removal charges are not part of rent payable by the tenant.

### **Pet Area Restrictions**

Pets must be maintained within the tenant's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the tenant or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

### **Litterbox Requirements**

All animal waste or the litter from litter boxes shall be picked up/emptied daily by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately. Litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be stored inside the tenant's dwelling unit.

### **Pet Care**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All tenants/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Tenants/pet owners must recognize that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other tenants.

### **Responsible Parties**

The tenant pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

### **Pet Rule Violation Notice**

The authorization for a common household pet may be revoked at any time subject to Management's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Tenants who violate these rules are subject to mandatory removal of the pet from the premises within 30 days of notice by Management; or if for a threat to health and safety, removal within 24 hours of notice.

If a determination is made on objective facts supported by written statements, that a tenant pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the tenant pet owner has ten business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation; That the tenant pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the tenant pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the ten business day period, the meeting will be scheduled no later than ten business days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

### **Notice for Pet Removal**

If the tenant/ pet owner and Management are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Management, Management may serve notice to remove the pet.

The Notice shall contain:

- A brief statement of the factual basis for the Management's determination of the Pet Rule that has been violated;
- The requirement that the tenant/ pet owner must remove the pet within ten business days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

### **Termination of Tenancy**

Management may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### **Pet Removal**

If the death or incapacity of the pet owner threatens the health or safety of the pet, if a pet is poorly cared for, or has been left unattended for over twenty-four hours, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the tenant pet owner. If the responsible party is unwilling or unable to care for the pet, if Management after reasonable efforts cannot contact the responsible party, or if there is no responsible party, Management may contact the appropriate State or local agency and request the removal of the pet, or Management may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, Management may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

**Emergencies**

Management will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for Management to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

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Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager Signature

\_\_\_\_\_  
Date