

*PET POLICY*

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**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.

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B.      General Guidelines:

The following types of animals may be allowed under compliance with this policy and city, county, state and federal ordinances. However, 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) unless required for medical accommodation..

1.      Dogs
  - a.      Maximum number – one (1);
  - b.      Maximum weight – twenty five (25) pounds, unless a heavier dog is required for medical accommodation;
  - c.      Must be house broken;
  - d.      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.      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;

- 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, except when cleaning the cage, seeking medical assistance for the pet, or for other good cause.
  
- 4. Fish
  - a. Must be fresh water fish only
  - b. Maximum aquarium size – twenty (20) gallons fresh water
  - c. Aquariums must be supported by a stand of appropriate strength to support the weight of the aquarium.

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**SECTION II      Pet Fees & Security Deposits**

- A. An increased security deposit of \$150 for a dog or cat, and \$50 for other pets is required. Management reserves the right to change the deposit amount consistent with federal guidelines at any time, subject to the approval of the Horner Residents Committee. Payment of the additional pet security deposit for a dog or cat may be made in up to 3 installments of \$50 per month beginning on the first day of occupancy of the dog or cat.
  
- 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 reasonable cost of any damages caused by his/her pet.
  
- C. All units occupied by a dog or cat will be fumigated by management after tenant vacates the unit. If it is discovered that a unit where a pet is in residence has become infested by fleas and or ticks, the resident will be responsible for the reasonable 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. Management will not accept the patio or storage areas of such units 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 shall be kept on a collar or harness attached by a leash 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 dispose all animal waste and litter box matter in a sealed plastic trash bag which shall be 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 reasonable payment for unclogging toilets or clean up of common areas due to pet waste. The pet owner shall immediately clean-up and properly dispose of any solid pet waste deposited by their pet on the property. Pet elimination functions are prohibited within 50 feet of any Association building entrance.
3. Resident pet owners shall immediately clean up any dirt or mud tracked through the common area lobby, halls, or elevator by his/her pet.
4. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to the fault of 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, after notice to the resident pursuant to Section IV below, may result in the removal of the pet from the premises. **ANY PET WHO, WITHOUT PROVOCATION OR OTHER GOOD CAUSE, CAUSES BODILY INJURY TO ANY RESIDENT, GUEST OR STAFF MEMBER SHALL, AS SOON AS POSSIBLE BE REMOVED FROM THE PREMISES BY MANAGEMENT OR CITY OF CHICAGO PERSONNEL.**
6. No pet shall be left unattended in any unit for longer than 12 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 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, the residual leaseholder shall become responsible for the pet. If there are no immediate family members, relative or

other person who agrees to care for the pet, Management will dispose 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 so arrangements can be made for unit fumigation at the resident's reasonable expense, if reasonably necessary to do so.
11. 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 respect 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 after 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 pet unattended for more than twelve (12) 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.

Visitors, guests and relatives of residents are not allowed to enter any structure with an animal or to 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 the bird 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 reasonably 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 48 hours from receipt of the notice 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 48-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*

\_\_\_\_\_  
Date Unit Number