

Affordable Housing Advocates **Pet Regulations**

Through a mandate of the Congress of the United States, managing agents of housing for the elderly and the disabled must pursue a policy of allowing pets to live in the housing communities. We are committed to making this policy work for the well-being of all.

The Pet Regulations of the Owner/Agent are designed to recognize the rights and needs of both the pet owner and the non-pet owner.

The following regulations shall apply to all present and future residents until such time as they might be superseded by changes issued by the Owner/Agent in conjunction with actions of the U.S. Department of Housing & Urban Development and US Department of Agriculture-Rural Development (USDA-RD).

The following regulations apply only to residents of Cloverfield-Kingston House. These regulations are not to be construed as changing in any way the policy of "No Visiting Animals."

- A. Pet Definition (pet type to be updated annually) - A common household pet is a domesticated animal such as a dog, cat, bird, rodent, fish or turtle traditionally kept in the home for pleasure; not for commercial purposes. Rodents are defined as gerbils, hamsters, guinea pigs and rabbits. No reptiles, except turtles, are acceptable.

- B. Pet Restrictions – A household may have one pet (see definition above). No limit is placed on the number of fish; however, the size of the fish tank may not exceed ten (10) gallons. A bird, as well as a rodent or a turtle, must be maintained in a cage. Heads of households shall be responsible for his/her pet. The resident must provide sufficient information in order for us to identify type of pet and verify that the pet is considered a common household pet.

The property manager must give the resident or applicant written notice (including written explanation) if the Owner/Agent refuses to register the pet.

- C. Residents' Health - A pet owner must be capable of taking care of the pet as described in these regulations.

- D. Security Deposit - A pet security deposit of \$300.00 shall be required for any cat or dog; birds, turtles, fish and rodents are exempt. The pet security deposit will be deposited into an interest-bearing account and will be refunded when the pet is disposed of or upon move out, if the apartment is free of damage. A Move-out Inspection will be done by the property manager and maintenance mechanic. An initial deposit of \$50.00 is required to be paid at the time the pet is bought onto the premises. Monthly payments of \$10.00 must be paid until the deposit amount of \$300.00 has been reached.

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This pet security deposit shall be in addition to the apartment security deposit required under the Lease Agreement, and which shall be used to clean, repair or replace any furnishings or fixtures which may be soiled or damaged by such pet, or to correct any damage done to any part of the apartment, the building or the grounds upon move out of the resident or the pet.

Any part of the pet security deposit which is not so expended will be refunded to the resident when the pet is disposed of, or when the resident moves out of the apartment complex, as the case may be, after an inspection of the apartment and the apartment is deemed to be free of pet damage.

- E. Size of Pet - Dogs and cats shall stand not more than eighteen (18) inches at the shoulder. It is understood that pets acquired as puppies or kittens shall mature to a height not to exceed these restrictions.

Photo documentation will be taken of the pet upon move-in of the household or the household's acquiring of a pet. Photo identification will also be taken for all pets of existing residents. The photo documentation will be maintained in the resident file.

- F. Vaccinations and Registrations (to be updated annually) - Every dog must wear an animal license, if required, by local ordinance with copies of the registration papers filed in the Management Office. Current vaccinations and inoculations (rabies, distemper, parvo-virus and any other conditions for which shots are normally administered) are required for all pets, as appropriate, with copies of this information also held in the Management office. All items stated in this section must be updated annually.

Female cats and dogs over six (6) months of age must be spayed and males over eight (8) months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the pet's health.

- G. Housekeeping - The apartment must be kept free of odors and maintained in a clean and sanitary condition. Animal waste, kitty litter and cage bedding materials are to be double-bagged and disposed of in the garbage can or dumpster. No animal waste or kitty litter shall be put down a trash chute or disposed of in the toilet, sink or bathtub.
- H. Responsibility for Damages - The pet owner will be responsible for any carpet cleaning or replacement, tile replacement, repairs, extermination fees if, after an apartment inspection, there is evidence of pet damages, sanitation, odor or bug infestation problems caused by the pet.

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During residency, the pet owner will be billed directly for any cleaning, repair work due to damages, carpet cleaning or replacement, etc., and will pay such charges promptly within thirty (30) days of receipt of such billing. Failure to do so would result in a pet regulations violation and could result in the removal of the pet or eviction proceedings.

- I. Waste Control - Each dog or cat must be completely "house-broken" before being brought into the apartment complex. Pet owners shall be responsible for immediate clean-up of pet feces after exercising their pet in the area(s) designated by the Owner/Agent. (All other sections of our grounds will be off limits for exercising pets.) Waste shall be bagged and placed in the dumpster.

- J. Flea/Tick Control - Pet owners must file evidence of an acceptable flea and tick control program being consistently maintained for a fur bearing pet. In addition, flea/tick control in the apartment must be used.

- K. Pet Control
 1. Public Areas - Except when being taken into or out of the pet owner's apartment, any pet shall be kept in the resident's apartment, and shall never be allowed outside such apartment unless accompanied by the pet owner or other designated responsible person. Any pet outside the owner's apartment must be effectively restrained.

The hallway and stairways are forbidden as areas to "walk or exercise" any pet.

Only one pet permitted in any one elevator at any given time.

Under no circumstances may any pet of any kind be taken into, or permitted to be in, the recreation/community rooms, laundry room, or any other "common" room, and shall be permitted in the hallways/entryways of the building only for the time necessary to enter or leave the building.
 2. Noise and Pet Behavior - No pet may make excessive noise. Barking and/or whining dogs, and crying and/or "caterwauling" cats will not be considered acceptable pets.

No pet that bites, attacks or demonstrates other aggressive behavior towards humans will be allowed on site.

- L. Responsibility for Pet in an Emergency (to be updated annually) - The pet owner shall file with the Owner/Agent an affidavit of agreement signed by two (2) persons who will

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assume immediate responsibility for the pet in case of an emergency or in case the Pet Owner becomes unable to provide proper care for the pet.

In addition, the pet owner shall file with the Owner/Agent an affidavit authorizing the Owner/Agent to have the pet removed, at pet owner's expense, to an Animal Control center of the Owner/Agent's choice in the event that the pet owner cannot care for the pet and neither of the responsible parties can be reached.

No pet shall be left unattended for more than twelve (12) hours.

- M. Fire Emergency - When a fire alarm sounds, pets are to be placed in the bathroom and the door is to be closed. If evacuation is necessary, the fire department will be responsible for the evacuation of residents first, and then the animals.
- N. No Visiting Pets - No pets with outside/non-resident owners may visit the apartment complex at any time. No resident may "pet-sit" in their apartment any pet that is owned by either a resident or non-resident.
- O. Routine Maintenance - Maintenance Mechanics will not enter an apartment to do routine maintenance unless the pet is restrained and/or the pet owner is home and places the pet under control while the Maintenance Mechanic is there.
- P. Pet Violations – The Owner/Agent may require the removal of a pet from the premises on a temporary or permanent basis for the following:
 - 1. Excessive pet noise or odor;
 - 2. Unruly or dangerous behavior;
 - 3. Excessive or repeated damage to the pet owner's unit, and/or to the property Owner's grounds or common areas;
 - 4. Repeated problems with vermin or flea/tick infestation;
 - 5. Failure of the resident to provide adequate care of his/her pet;
 - 6. Failure to clean up after pet;
 - 7. Leaving a pet unattended for more than twelve (12) hours;
 - 8. Failure of the resident to provide adequate and appropriate vaccination of the pet;

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9. Resident death or incapacity of the pet owner or by other factors that render a pet owner unable to care for the pet;
10. Repeated nuisance based on facts supported by written statements/complaints that are signed by the witnessing party;
11. Failure to observe any other rule contained in this policy and not here listed.

Q. Rule Violation Procedures - Complaints and/or problems concerning a pet/pet owner, will be handled by the Owner/Agent.

Any and all complaints about pets will not be considered valid unless they are in writing on a separate sheet of paper, dated and signed by the person(s) making the complaint.

If, in the judgment of the property manager, any pet becomes a threat to the safety or comfort or quiet enjoyment of the premises to any other resident, employee or visitor of the apartment complex, or if such pet causes substantial damage to any part of the building or grounds, or the furnishings and fixtures thereof, or the pet owner has violated the rules contained in these Pet Regulation, the Owner/Agent shall proceed as follows:

1. A written notice of pet rule violation will be served on the pet owner in accordance with the procedures described in the appropriate Federal regulations for pet ownership.
2. Said notice will describe the basis of the alleged violation.
3. The pet owner has ten (10) days from the date of service of the notice to correct the violation or to make a written request for a meeting to discuss the violation. The pet owner is entitled to be accompanied by another person of his/her choice at the meeting. Persons with disabilities have the right to request a reasonable accommodation to participate in the informal hearing process.
4. The pet owner's failure to correct the violation, to request a meeting or to appear at a requested meeting may result in initiation of procedures to have the pet removed or terminate the pet owner's tenancy, or both.
5. If the pet owner makes a timely request for a meeting to discuss a pet rule

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violation, the property manager shall establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of pet rule violation. The property manager may, as a result of the meeting, give the pet owner additional time to correct the violation.

6. If the parties are unable to resolve the problem, the property manager may inform the pet owner in writing that the pet must be removed from the premises within ten (10) days of the pet rule violation meeting.

R. Exclusions - While all residents must abide by the regulations;

1. Those current residents or applicants moving into the apartment complex who are disabled and require animals used to assist disabled persons are excluded from the requirements of the pet regulations and the payment of a security deposit.

S. Threats to Health or Safety

1. Nothing in these pet regulations prohibits a property manager or an appropriate community authority from requiring the removal of any pet from a project, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the staff members, residents of the project, or of other persons in the community where the project is located.
2. If a pet 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 property manager may request the pet owner immediately to remove the pet from the rental housing project. If the pet owner refuses to remove the pet or if the property manager is unable to contact the pet owner, the property manager may contact the appropriate State or local authority (or designated agent of such an authority) to have the pet immediately removed from the project premises.