

LEASE ADDENDUM - PET RULES

Length of Time (Term)

The term of this Attachment shall run with the term of the Lease.

Residents are permitted to keep common household pets in their apartments subject to pet rules;

- a. These pet rules will become an attachment to the Lease when a Resident chooses to have a pet:
- b. The Resident agrees that a violation of any of these rules may be grounds for removal of the pet or termination of the pet owner's tenancy (or both) if the owner fails to correct the violation or remove the pet.

Pets are allowed for those residents living at the property. Pet owners must abide by the established Pet Agreement (to be attached to the Lease). A pet may be disallowed for failure to comply with the aforementioned Pet Agreement.

- 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 re-registered in conjunction with the Resident's lease renewal. The following documents must be provided by the Resident and kept in the Resident(s) file:
 - a. A certification of inoculation for rabies, and any other diseases as appropriate for the breed, signed by a State or local authority or licensed Veterinarian.
 - b. A certification from a licensed veterinarian that the pet has been spayed or neutered.
 - c. A certificate of compliance with all State and/or local licensing or permit requirements for the animal.
 - d. The name, address and phone number of one or more responsible parties who will care for the animal if the Pet Owner(s) is, for any reason, unable to care for the animal.

The RESIDENT is permitted to keep common household pets in his/her dwelling unit. Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The RESIDENT agrees to comply with these rules. A violation of the rules may be grounds for removal of the pet or termination of the RESIDENT'S (pet owner's) tenancy (or both), in accordance with the references and applicable State or local laws.

The Landlord may, after reasonable notice to the Resident and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the Landlord has received a signed written complaint alleging (or the Landlord has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

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

EQUAL HOUSING

HG-004 Eff. 03/01/2014 with respect to the pet as may be permissible under State and local law, which may include placing the pet 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 other such permissible action only if the LANDLORD requests that the RESIDENT (pet owner) remove the pet from the project immediately, and the RESIDENT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the RESIDENT (pet owner) to make a removal request. The cost of the animal care facility shall become an expense of the RESIDENT.

Note: The Pet Rules do not apply to an animal used by a Resident or visitor that is needed as a "Reasonable Accommodation" for the Resident or visitor's disability.

- **2. LIMITATIONS** Animals are limited to common household pets which are exclusively defined as a domestic animal such as: a dog, cat, small bird, rodent, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles (except turtles) are specifically excluded from the definition. Birds of prey are not permitted.
 - a. Each apartment will be limited to 2 each of the following species: dogs, cats, birds, fish, rodents and turtles.
 - b. Birds must be kept in a cage at all times.
 - c. Dogs or cats must weigh no more than 50 pounds when fully grown.
 - d. 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 limitations, Management will require the pet(s) removal from the property.
 - e. Aquariums are limited to one per apartment with a total tank capacity of 10 gallons.
 - f. NO animal which displays vicious, dangerous or destructive behavior will be allowed on the property.
- **3. RESTRICTIONS** All pet owners and/or prospective pet owners will be required to adhere to the following policies:
 - a. Pet Owner(s) are required to clean up after their animals at all times. This includes, but is not limited to clean up of the apartment and all common areas. Should a pet owner fail to clean up after their animal, the pet owner will be billed for damages and a Lease Violation will be issued. Doggy stations are conveniently located throughout the property.
 - b. If it is necessary for the animal to utilize a litter box or "puppy pads" inside the unit, then a designated <u>uncarpeted</u> area must be selected for this purpose. As stated in Restriction c. above, the pet owner is required to keep the area clean and sanitary at all times. Unattended animals will not be allowed outside the apartment at any time. The pet owner(s) must have their animal under physical control (on a leash, caged, or physically held) during all times that the animal is outside the apartment. Unattended animals will not be allowed outside the apartment at any time. Unattended tethering or caging of animals outside of the apartment is prohibited.
 - c. Dogs and cats will be required to be boarded off the premises when pet owner(s) will be absent for 48 hours or more.
 - d. Animals may be attended to by other individuals. Management will not accept responsibility for providing access to the pet owner's apartment for this purpose and assumes no responsibility or liability for any event which occurs in a resident's absence.
 - e. Animals found unattended in excess of the 48 hour period may 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.
 - f. Animals are not permitted to be "penned" or "caged" on balconies or patios. No screening, fencing, etc., may be added to any balcony/patio area. Animals may not be leashed or tied to any common area interior or exterior building fixture at any time.
 - g. Animals must be restrained from making noise that would disturb other residents.







- h. No animal that bites, attacks, or demonstrates other aggressive behavior may be kept on the premises.
- Should an animal become a nuisance or threat to the health or safety of any person or cause damage to the apartment or any common area, Management may require removal of the animal from the premises.
- **4. COMMUNITY POLICIES** All pet owners are required to comply with all applicable policies as stated in the property's Community Policies or House Rules. With regard to the behavior of pets, this includes, but is not limited to, sections concerning noise, garbage, alteration and breakage. Pet owners are at all times expected to have due regard for the peace, comfort, and quiet enjoyment of other residents.
- **5. PET RULES VIOLATIONS** If Management determines that a pet owner(s) is in violation of the Lease or the Lease Agreement, a written notice will be issued to the pet owner(s). The notice will provide the pet owner(s) with fourteen (14) days to correct the violation or request a meeting with Management to discuss the alleged Pet Rules violation. Failure to comply with the notice will result in initiation of procedures to remove the animal or terminate the pet owner's residency.
- **6. COURTESY** 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.
- 7. INSPECTIONS Management is given permission to enter the pet owner's apartment for purposes of inspection if a signed written complaint from resident(s) or neighbors is received by management, or if management feels the conduct or condition of the animal or pet owner(s) warrants same. Inspections will be made during reasonable hours after proper notice has been give to pet owner(s). In an emergency situation, entry can be made immediately. Notice will be given to pet owner(s) after such entry, stating the reasons for such entry.
- **8. MAINTENANCE** Except in cases of extreme emergency, maintenance personnel will not enter any apartment of a pet owner(s) to perform maintenance repairs unless the pet 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 Rules change, Management will provide thirty (30) days notice of the proposed change(s).

10. PET FEES – Management requires an initial non-refundable pet fee of \$	and a monthly
non-refundable pet fee of \$ for dogs and cats. These fees shall be used to p	ay for damages
and/or fumigation costs caused by your pet to your apartment or common areas at the tim	ne of move out,
or for animal care facilities if required. If damages are determined to be in excess of the a	mount collected
in fees, management will provide the resident with a bill for the excessive fees at the time	of move out.

