

ANIMAL POLICY (All Properties)

The following provisions are applicable to all animals that come onto the property whether pet, assistive or visiting (unless otherwise specified herein).

ALL properties must allow Assistive Animals with an approved "Reasonable Accommodation Request" (Forms RS-8, RS-9, RS-10 and RA-3).

Property Manager will complete this section as applicable to the property:

- Pets are "NOT" allowed at the property; or,
- Only approved Pet/Animal is allowed (Form RA-3 required); or,
- Pet "IS" allowed for Assisted Elderly Housing (HUD, USDA-RD and Housing Tax Credit) (Form RA-3 required).

I. DEFINITIONS:

PET – A pet is a common domesticated animal suitable for indoor living that is traditionally acquired by a household for the purposes of friendship and companionship. There is a legal distinction between an Assistive Animal and a pet.

ASSISTIVE ANIMAL – Often referred to as "service animal," "support animal," "therapy animal" or "companion animal" that performs many disability-related functions including but not limited to (1) guiding individuals who are blind or have low vision, (2) alerting individuals who are deaf or hard of hearing, (3) providing minimal protection or rescue assistance, (4) pulling a wheelchair, (5) fetching items, (6) alerting persons to impending seizures, or (7) providing emotional support to persons with disabilities who have a disability-related need for such support.

VISITING ANIMAL – An animal which accompanies a visitor, or which the resident allows to reside in the unit on a temporary or occasional basis.

RESIDE – An animal that the resident intends to house in their unit as a pet or Assistive Animal on a permanent basis.

APPROVAL – Owner's screening and approval for a specific animal to reside or visit the property (for more than 24 hours) which is signified by the execution of a Pet or Assistive Animal Agreement (RA-3).

II. GENERAL CONDITIONS AND RESTRICTIONS:

- A. No animal is allowed to **reside** on property prior to Owner's approval and execution of the Pet or Assistive Animal Agreement (RA-3).
- B. Generally each household will be limited to one animal per household; although in special

circumstances, more than one may be considered. If more than one animal is approved, each animal must be approved separately, and a Pet or Assistive Animal Agreement (RA-3) must be executed for each separate animal.

- C. Residents who wish to have a Visiting Animal on property must report the nature and extent of the visitation to Management prior to the visit. A Visiting Animal that stays on property for more than 24 hours must be approved by Management and a Pet or Assistive Animal Agreement (RA-3) must be executed in order to continue to visit on property.
- D. Under the Fair Housing laws, disabled persons are allowed to visit the property accompanied by his/her Assistive Animal.
- E. Small common household pets such as fish, lizards, turtles, small rodents (hamster, gerbil, etc.) and small birds (parakeet, finch, etc.) will be accepted in all properties, and are not considered a violation of the "no pet" clause in the Rental Agreement. Pets of this nature will be limited to a reasonable number per household and be limited to either one cage or one fish tank not to exceed 20 gallons. Animals of this type will not be subject to pet deposits or pet fees.
- F. Animals NOT ALLOWED on property –
 - 1) Animals will generally be limited a domesticated indoor animal, such as a dog or domestic cat that is traditionally kept in the home for non-commercial purposes.
 - 2) Exotic and wild animals such as large birds, skunks, pigs, wildcats, large mammals, and reptiles (other than small turtles or lizards) are generally unacceptable.
 - 3) Trained attack dogs, and animals either by nature or specifically trained to fight, injure or kill other animals or persons are unacceptable. There are no specific breed restrictions for dogs; however, any animal that has previously attempted to, or actually injured or attacked a person or animal is unacceptable.
 - 4) Except for Assistive Animals, a cat or dog shall be limited to small breeds where their total weight shall not exceed **forty (40) pounds** and their total height shall not exceed **eighteen (18) inches above the shoulder**.
- G. Rules applicable to ALL animals –
 - 1) Animal will not unreasonably disturb the rights, comfort or convenience of neighbors or other residents regardless of whether the animal is inside or outside the dwelling unit.

- 2) Animal will not cause damage to the unit or property, including but not limited to floors, carpets, doors, walls, cabinets, fixtures, windows, screens, appliances, landscaping, building exterior, and the common areas of the property. Damages include but are not limited to the cost of cleaning, de-fleaing, and deodorizing.
 - 3) Animal will not cause injury to other persons or animals, or to the property of others.
 - 4) Animal will not behave in a menacing, threatening, or vicious manner to other persons or animals.
 - 5) Animal will not urinate or defecate on carpet, base floors, common area walkways and facilities.
 - 6) In the unit the animal may urinate or defecate only in a cage, litter box, or on several layers of newspaper, which shall be kept clean and odor free.
 - 7) Outside the animal may urinate or defecate only in designated areas.
 - 8) Anytime the animal defecates anywhere on the property, Resident(s) agrees to immediately remove and dispose of the waste in a sanitary manner. Owner encourages removal with a plastic glove or disposable bag, securely tied, and then placing the bag in the trash dumpster or designated receptacles.
 - 9) Resident(s) will at all times comply with all local animal ordinances, including but not limited to, local licensing, vaccinations for rabies, leash laws, and, health and safety laws and regulations.
 - 10) Animal may not be tied up either inside or outside the dwelling unit, and, must be restrained by leash or harness at all times when outside of the unit.
 - 11) No animals are allowed in the swimming pool area with the exception that an **Assistive Animal** will be allowed in the swimming pool area, laundry rooms, offices, clubrooms, other recreational facilities and all other common areas of the property.
 - 12) Animal must be fed and watered inside the dwelling unit. Do not leave animal food or water outside the dwelling unit at any time.
 - 13) Animal must be kept clean, free of ticks, fleas and ringworm, and maintained in a healthy and safe condition.
- III. **OWNER APPROVAL/DENIAL:** Based upon the above *General Conditions* and *Screening*, the Owner will within **30 days** of request, inform the Resident in writing whether or not the Animal has been approved or disapproved.
- A. **Upon Owner's Approval:**
 - 1) Resident must execute the ***Pet or Assistive Animal Agreement (RA-3)***.
 - 2) Upon execution, the Agreement is legally a part of the Rental Agreement and any violation of the Agreement may be considered a violation of the Rental Agreement.
 - 3) The household may keep only the specific animal described on the ***Pet or Assistive Animal Agreement (RA-3)***. An animal listed on the RA-3 may **not** be replaced or substituted without the written approval of Management.
 - B. **Upon Owner's Denial:** The person is entitled to a conference with Owner/Management within **10 days** of denial of the animal in which to discuss the reasons for denial of the request.
- IV. **ENFORCEMENT ISSUES:** Management reserves the exclusive right to enforce and determine what constitutes a Resident's violation of the provisions stated herein, and the consequences thereof, including the right to terminate the ***Pet or Assistive Animal Agreement (RA-3)***; and if appropriate, termination of the *Rental Agreement*. In any case, where an animal is considered to be a health and safety hazard, ***the Pet or Assistive Animal Agreement (RA-3)*** will terminate immediately and the animal must be removed from the property.
- V. **SPECIAL PROVISIONS APPLICABLE TO PETS:** Except for *elderly housing* set forth below, the Owner has the exclusive right to allow or disallow **pets** on a property wide basis as determined by upper Management. Each property operates under one or the other of the following sections as shown in the table that follows:
- A. **PET ALLOWED PROPERTIES:** **Other than Assistive Animals, for properties that ALLOW PETS the following provisions shall be applicable:**
 - 1) Each pet, whether in residence or visiting must meet the provisions set forth in this policy.
 - 2) If the request for a visiting or resident pet is approved, Resident must execute a ***Pet or Assistive Animal Agreement (RA-3)***.
 - 3) If the request is denied, the pet must be removed from the property immediately.
 - 4) Depending on the circumstances, Resident is required to pay the following deposits and fees for **each** approved pet. **A Deposit is always refundable, a fee is not refundable.**
 - a) Properties other than HUD and USDA will charge a **\$150** refundable deposit, plus a **\$150** initial pet fee, plus a **\$15** monthly pet fee. Monthly pet fees although not

considered rent, will be due with rent on the 1st of every month.

- b) HUD Section 8 and USDA-RD properties will charge a refundable pet deposit of **\$300**. No fees may be charged. Such deposits may be paid at resident's option, a minimum of \$50 initially, plus at least \$10 per month until paid in full – due with the rent.
- c) Visiting pets that are approved are not charged any deposits or fees.

A. PET NOT ALLOWED: Other than *Assistive Animals*, for properties that **DO NOT ALLOW pets to reside or visit the property, any pet on property must be immediately removed and the Resident may not request for approval of a pet to reside or visit on the property.**

B. PETS IN ASSISTED ELDERLY HOUSING - The Fair Housing laws provide that properties that qualify as “elderly” and receive assistance from the federal government require the owner's consideration to allow Residents to have ***pets*** in residence (subject to paragraph 1) below. This law is applicable to all elderly USDA, HUD, and Housing Tax Credit properties. This law is not applicable to elderly households in “non-elderly” properties.

VI. ESPECIAL PROVISIONS APPLICABLE TO ASSISTIVE ANIMALS:

A. Fair Housing Requirements –

1. ***Assistive Animals*** are not considered pets.
2. ALL properties are required to consider allowing an ***Assistive Animal*** to reside on property as a Fair Housing accommodation even if the property does not allow pets.
3. ***Assistive Animals*** in residence or visiting are exempted from the height and weight restrictions found in the *General Conditions* section of this policy.
4. The fact that a person has a disability does not automatically entitle him or her to have an ***Assistive Animal***.
5. Each ***Assistive Animal*** must meet the provisions of this policy in order to be considered for approval by Management.
6. Certain properties (USDA 515, HUD S/8, and Housing Tax Credit with HOME units) are also subject to Section 504 of the Fair Housing Act.

In these properties, an ***Assistive Animal*** may be denied under the following circumstances:

- a) The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
 - b) The animal would cause substantial physical damage to the property of others;
 - c) The presence of the ***Assistive Animal*** would pose an undue financial and administrative burden to the housing provider; or,
 - d) The presence of the ***Assistive Animal*** would fundamentally alter the nature of the provider's services.
7. If the ***Assistive Animal*** is approved, whether for residence or visiting more than 24 hours, Resident must execute a ***Pet or Assistive Animal Agreement (RA-3)***.
8. ***Assistive Animals*** whether in residence or visiting are exempted from all fees and deposits; however, the resident is still responsible for damages and other provisions set forth in the ***Pet or Assistive Animal Agreement (RA-3)***.

B. Procedures for Accommodation –

1. Any disabled person requesting an ***Assistive Animal*** to reside on the property must complete form (RS-9) “Options for Applicants or Residents with Disabilities”, and form (RS-10) “Verification of Need for Special Accommodation for Disabled Applicant or Resident”.
2. A medical professional must affirm that there is a nexus (link) between the person's disability and his/her need for the specific assistance animal.
3. Manager will insure that upon completion, the RS-9, RS-10 and supporting documentation are submitted to the Fair Housing/504 Coordinator for approval.
4. Owner's approval or denial will be based on applicable Fair Housing laws and in accordance with the screening and Approval/Denial procedures set forth above. Applicant/Resident will be notified in writing via form (RS-8) “Response to Reasonable Accommodation Request” completed by the Fair Housing/504 Coordinator.