

Pet Rules

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Pet Rules

INTRODUCTION

The owner/agent has established Pet Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Pet Rules are considered an attachment to the lease. These rules are applicable to all residents especially residents who have submitted a request to house an animal.

All animals, including assistance animals, must be approved and registered before the animal is allowed to live in the unit.

PET LIMITATIONS

These rules are not applicable to Assistance Animals. Please see Assistance Animal Rules for information about Assistance Animals, Service Animals, Therapy Animals, Support Animals and/or Companion Animals.

Pets are limited to common household pets which are defined by HUD as: a domesticated 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. The following pet standards apply:

1. Each resident household is allowed one (1) dog or cat; no additional pets will be allowed.
2. Dogs or cats must:
 - a. Measure 30 inches or less at the shoulders
 - b. Weigh no more than 35 pounds
 - c. Not include the following breeds:
 - i. Cane Corso
 - ii. Doberman Pinscher
 - iii. Pit-bull (this breed includes American Staffordshire Terriers, Pit Bull Terriers, Bull Terriers, and Staffordshire Terriers)
 - iv. Presa Canario
 - v. Rottweiler
 - vi. Wolf Dog
 - vii. Any animal with an aggressive nature or having caused injury to another person or animal

Note: The standards established by the American Kennel Club shall be used to determine the height and weight of the breed at maturity.

Animals that have not reached their Full growth potential will have their initial registration size qualification determined by the average size and weight for their particular breed when fully grown. If the breed of the pet is questionable, it will be assumed to mature to the size that has been determined by a qualified veterinarian provided in writing to Management.

3. Female cats and dogs over six months of age must be spayed.
4. Male cats and dogs over six months of age must be neutered.

Note: If the animal's age, health, or other physical circumstances make the neutering/spaying procedure potentially hazardous to the animal's health, then written verification from a licensed Veterinarian of the animal's physical condition must be provided before any registration will be approved.

5. If the resident household does not have a dog or cat, the household is allowed two (2) pets (total of 2 pets) of the following species: birds, rodents (five pounds or less) and turtles.



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6. In the event the pets should produce offspring, each resident will be responsible for maintaining compliance with this limitation.
7. Birds of Prey are not permitted.
8. Aquariums will be limited to a total tank capacity of 30 gallons with the number of individual tanks being limited to one per household.
9. Reptiles (except turtles) are not permitted.
10. Spiders and other exotic pets are not permitted.
11. Birds and rodents must be kept in a cage.

REGISTRATION

All applicants/residents must receive approval from the owner/agent **before** allowing the animal to live in the unit. The applicant/resident must register the animal **before** it is brought onto the property and must update the registration at least annually during the annual certification process.

The registration will include:

1. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable state and local law
2. Information sufficient to identify the animal
3. The name, address, and phone number of one or more responsible parties who will care for the animal if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the animal

The owner/agent may refuse to approve a registration request if:

1. The animal owner fails to provide complete registration information
2. The owner/agent has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the rules or/and other lease obligations
3. The animal poses a threat to the health or safety of other residents, guests, vendors/service providers or property staff
4. The animal would interfere with other residents' peaceful enjoyment of the property
5. The presence of the animal would change the nature of the program or cause undue financial and administrative burden
6. The resident has a history of animal neglect or abuse

The owner/agent will notify the resident if the owner/agent intends to refuse to register a pet. The notice shall state the basis for the action and shall be served on the resident/applicant in accordance with HUD requirements.

PET DEPOSITS

The pet rules require residents who own dogs or cats (pets) or keep dogs or cats (pets) in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the property.

The owner/agent will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the unit or on the property. Such expenses include, but are not limited to, the cost of repairs and



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replacement to the unit, fumigation of the unit, repair or cleaning in common areas and the cost of animal care facilities.

The owner/agent will return the unused portion of a pet deposit to the resident within a reasonable time after the resident moves from the property or no longer owns or keeps a household pet in the unit. The pet deposit will not exceed \$150.00. A \$50.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of \$10.00 per month until the \$150.00 pet deposit is collected. Residents are allowed to pay the entire pet deposit in increments greater than those described if he/she chooses to do so.

If all members of a household transfer to another apartment within this community, the pet deposit will transfer to the new unit. The original unit will be assessed for damages caused by the pet. The resident will be billed for pet damage and must pay for such damage within thirty (30) days.

ANIMAL RESTRAINTS/BEHAVIOR

The resident is required to maintain control of the animal at all times.

Animals must be caged or on a leash, if appropriate for the animal, unless the animal is within the confines of the resident's unit. This rule will not apply if such restraint would hinder the animals' ability to perform required services.

Animals must not be allowed to jump on, impede or otherwise limit any property staff, vendor, resident or guest's use of the property including public and common areas.

Unattended animals will not be allowed outside the apartment at any time. All animals must be under the control of a responsible individual while on the public and common areas of the property.

Animals are not permitted to be "penned" or "caged" on balconies or patios (if applicable) during the night or while the resident is away from the apartment. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Animals may not be leashed or tied to any interior or exterior building fixture at any time.

Animals must not be allowed to make noise that would disturb other residents.

No animal that bites, attacks, or demonstrates other aggressive behavior towards humans or other animals may be kept on the premises.

SANITARY STANDARDS

Pet owners must remove and properly dispose of all removable pet waste. Failure to do so is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).

In the case of cats and other pets using litter boxes or kept in cages, the owner/agents requires pet and pet owners to change the litter and/or clean cages at least twice a week. Products that are commonly used to houstrain pets must be disposed of daily.

The resident household will be charged a waste removal penalty of up to \$5 per occurrence for failure to comply with rules regarding sanitary standards.



DAMAGES

Pet owners are solely responsible for any damage to persons or property caused by their animals. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.

RESPONSIBILITIES OF PERSONS WITH PETS

Care and supervision of the animal is the responsibility of the animal owner.

Health, Veterinary Care and Inoculations

For dogs, cats and other animals as appropriate, applicants and/or residents will be required to provide a current "Animal Health Record" provided by a licensed veterinarian.

Residents will be required to provide a current "Animal Health Record" at least annually at each certification. Animal owners must have record of inoculation in accordance with state and local laws.

As appropriate, animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animal does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation or remove the animal.

Neglect or Poor Health

Animals that are ill or in poor health must not be taken into common or public areas. An owner with an ill animal may be required to remove the animal from the property.

If an animal appears to be neglected, animal control may be contacted to determine the need for removal.

Licensing

Resident will be required to provide proof of current compliance with County of Mendocino and City of Fort Bragg animal licensing requirements.

Gaming and/or Abuse

Animals involved in gaming (cockfighting, dogfights, etc.) are victims of abuse and local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of gaming and/or other abuse.

Other Conditions

The owner/agent may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

REMOVAL OF ANIMALS

The owner/agent may exclude or remove any animal from the premises if:

- The animal is out of control and the animal's handler does not take effective action to control it;
- The animal is not housebroken; or
- The animal's behavior poses a direct threat to the health and safety of others.

If a pet is excluded or removed for being a direct threat to others, the resident has the option of continuing access to common or public areas without the assistance animal.

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A resident may be required to remove their animal from the property if the resident fails to comply with this policy.

If the resident fails to remove the animal in accordance with the notice from the owner/agent, the owner/agent reserves the right to contact a local animal control organization to have them remove the animal. The owner/agent is not responsible for the care or return of the animal.

Reasons to remove a pet include, but are not limited to:

Abandonment

Dogs may not be left unattended in an apartment for more than a twenty-four (24) hour period. The animal owner must arrange for the dog to be taken out of the unit for exercise. The dog owner must arrange for someone to care for the dog and ensure that the dog does not defecate or urinate in the apartment, on balconies or in public or common areas. Dogs and cats will be required to be boarded, off the premises, when the owner(s) is/are absent for a period longer than twenty-four (24) hours.

When an owner is absent, animals may be attended to in the pet owner's apartment by other individuals only when prior written approval has been provided. The owner/agent will not accept responsibility for providing access to the apartment for this purpose.

Animals found unattended in excess of the twenty-four (24) hour period will be removed from the premises to the documented alternative guardian listed in the animal's registration.

If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care or return of the animal.

Uncleanliness

If an animal is caged or crated, that cage or crate must be kept in a decent, safe and sanitary manner and must be of the appropriate size for the animal.

Animal owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from the property. If the presence of the animal or actions of the animal owner causes unsanitary conditions in the unit or in any public or common area, the animal may be removed.

Unsupervised Animals

Animals that are allowed outside an apartment without proper supervision or restraints, as outlined in the policy, will be removed and will not be allowed to return.

Aggressive Behavior or Jumping

If an animal bites or jumps on people, the resident agrees to take proper steps to-restrain the animal. Multiple reports of such incidences will result in a requirement to restrict access or remove the animal from the property. Animals must not attack or interfere with other animals owned by residents, guest or service providers. Removal will be considered if the animal bites or jumps on other residents, property staff, guests, vendors, service providers or other animals living in units on the property.

Disruptive Behavior

The resident agrees to immediately remove the animal if its behavior is unruly or disruptive (e.g., barking, growling, running around, or displaying aggressive behavior). The animal may not prevent other residents from living on the community in peace and quiet comfort.



DEATH, INCARCERATION, HOSPITALIZATION OR ABANDONMENT OF THE UNIT BY A SOLE HOUSEHOLD MEMBER

If the owner/agent discovers that the sole household member has died, been incarcerated, has been hospitalized or has abandoned the unit, the animal will be removed from the premises to the documented alternative guardian listed in the animal's registration. If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care or return of the animal.

NOTICE OF ANIMAL REMOVAL

The owner/agent will issue a notice for the removal of the animal if:

- The animal owner and property owner are unable to resolve the assistance animal rule violation at the meeting; or
- It is determined that the animal owner has failed to correct the assistance animal rule violation.

AREAS OFF LIMITS TO ALL ANIMALS

The owner/agent may prohibit animals in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may interfere with management).

Restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, wood, and metal shops, motor pools, and rooms with heavy machinery.

Exceptions to this rule may be granted on a case-by-case basis by contacting the owner/agent.

CONFLICTING DISABILITIES

Residents with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the owner/agent if they have a health or safety related concern about exposure to an animal. The individual will be asked to provide medical verification.

The owner/agent will resolve any conflict in a timely manner, considering the conflicting needs and/or accommodations of all persons involved.

PROCEDURES WHEN PET RULES ARE VIOLATED

If a pet owner has violated a pet rule, the property owner may serve a written notice of a pet rule violation to the pet owner. The notice will contain:

- A description of the pet rule(s) alleged to be violated
- A brief factual statement of how the pet violation was determined

The pet owner will have ten (10) days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it.

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the owner/agent will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than fifteen (15) days from the effective date of the notice, unless the owner/agent agrees to a later date.

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If the pet owner schedules a meeting, that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting.

As a result of the meeting, the property owner may give the pet owner additional time to correct the violation.

A 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.

I hereby certify that I have carefully reviewed all information included in the Pet Rules and that I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the animal and eviction from the property.

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Management Representative Name (please print)

Management Representative Signature

Date

Live Oak Apartments

Apartment Community Name

Live Oak Apartments does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504.

Ashley Hathaway
499 Leslie Street
Ukiah, CA 95482
707-463-1975 x141

