

Pet Policies/Assistance Animal Policies

24 CFR Sec. 5.350 requires that the owner/agents establish Pet/Assistance Animal Rules to ensure the community is decent, safe and sanitary and that all residents are allowed to live in peace and quiet comfort.

Definitions

Pet: A pet is an animal kept for ordinary use and companionship. A pet is not considered a service animal or a therapy/emotional support animal.

Disability: “Disability” is defined as a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person’s major life activities.

Service Animal: A “service animal” is any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. For the purpose of this document, when referring to both service animals and companion animals, they will be referred to as *assistance animals*.

Companion Animal: A companion animal (also known as a therapy animal or emotional support animal) is an animal selected to play an integral part of a person’s treatment process. A companion animal may be incorporated into a treatment process to assist in alleviating the symptoms of that individual’s disability. Unlike a service animal, a companion animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all the times. This treatment usually occurs within the person’s residence and therefore may be considered for access to housing. For the purpose of this document, when referring to both service animals and companion animals, they will be referred to as *assistance animals*.

PET LIMITATIONS

Note: Does not apply to assistance animals.

Pets are limited to common household pets which are defined by HUD as: a domesticated animal such as a dog, cat, small bird, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles (except turtles) are excluded from the definition.

- (1) Each resident household is allowed one (1) pet; no additional pets will be allowed
- (2) Dogs or cats must
 - a. Measure less than 30 inches tall at the shoulders
 - b. Weigh no more than 30 pounds when fully grown.

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. In the event that the pet no longer meets size limitation, Management will require the pet(s) removal from the property.

- (3) Female cats and dogs must be six months or older, housebroken and spayed.
- (4) Male cats and dogs must be six months or older, housebroken and by eight 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 prior to registration

- (5) If the resident household does not have a dog or cat, the household is allowed two (2) each of the following species: birds or turtles. In the event the pets should produce offspring, each resident will be responsible for maintaining compliance with this limitation.



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- (6) Birds must be kept in a cage
- (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. Tanks must be placed on stands that can support the weight of the tank adequately. Tanks must be maintained and free of offensive odors.

Registration

All applicants/residents must register their pets and/or assistance animals with 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 must 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 pet and to demonstrate that it is a common household pet; or to identify the assistance animal (in the case of assistance animals, appropriate verification of the need of the animal is required unless the need is obvious or known in accordance with the HUD/Department Of Justice joint statement)
- (3) The name, address, and phone number of one or more responsible parties who will care for the pet or assistance animal if the resident dies, is incapacitated, or is otherwise unable to care for the animal

The owner/agent may refuse to register a pet or assistance animal if:

- (1) *The animal is not a common household pet
- (2) The animal owner fails to provide complete registration information
- (3) 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
- (4) In the opinion of the owner/agent that the animal poses a threat to the health or safety of other residents, guests, vendors/service providers or property staff.
- (5) The animal would interfere with other residents' peaceful enjoyment of the property
- (6) The presence of the animal would change the nature of the program or cause undue financial and administrative burden

* This does not apply to assistance animals

The owner/agent will notify the resident if the owner/agent intends to refuse to register a pet or assistance animal. The notice shall state the basis for the action and shall be served on the resident/applicant in accordance with the requirements of Sec. 5.353(f)(1)(i) or (ii). The notice of refusal to register an animal may be combined with a notice of violation of pet/assistance animal rules as required in Sec. 5.356.

Pet Deposits

Note: Does not apply to assistance animals.

The pet rules require residents who own pets or keep 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.



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The owner/agent will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to the unit, fumigation of the unit, 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 \$300.00. 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 required pet deposit is reached. Residents are allowed to pay the entire pet deposit in increments greater than those described above if he/she chooses to do so.

If all members of a household transfer to another apartment within this community, the original unit will be assessed for damages caused by the pet. The pet deposit will be reduced by damage charges and the resident will be required to obtain the initial required pet deposit balance for the new unit. The resident will be allowed to pay the new pet deposit in \$10.00 monthly payments until the required pet deposit balance is reached.

Residents who have a verified need for an assistance/companion/therapy animal will not be required to pay a pet deposit for that animal since it is not considered a "pet". Verification is conducted by the owner/agent in accordance with the joint statement issued by HUD and the Department of Justice.

Damages

Owners of pets and assistance animals 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 30 days of invoice/charge.

Responsibilities of Persons with Pets or Assistance Animals

Care and Supervision: Care and supervision of the animal is the responsibility of the resident. The resident is required to maintain control of the animal at all times.

Health, Veterinary Care and Inoculations: Applicants and/or residents will be required to provide an "Animal Health Record" provided by a licensed veterinarian. Residents will be required to provide an "Animal Health Record" at each annual certification. The pet rules shall require pet owners to have their pets inoculated in accordance with state and local laws. Animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animals does not have proper vaccinations, the owner/agent will have 5 days to remedy the situation or remove the animal.

Flea Control: Upon admission of a pet, the pet owner will file with Management proof that a flea control program acceptable to owner/agent will be maintained for a fur bearing pet. Thereafter, the owner of a fur bearing pet will file, at intervals determined by the owner/agent, proof that the pet and/or the apartment is being treated for fleas by an accredited exterminator or as recommended by an exterminator.

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.

Licensing: Calhoun County, Ordinance No. 6, Article 5 requires all dogs to be licensed. Dogs must wear license tags at all times.

Leash: The animal must be on a leash at all times.



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

Animal Restraints/Behavior

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

All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. This rule will not apply to assistance animals if it would hinder the animals' ability to perform required services.

Dogs may not be left unattended in an apartment for more than a 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. Dogs and cats will be required to be boarded, off the premises, when the owner(s) is/are absent for a period longer than 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 given by the owner/agent. The owner/agent will not accept responsibility for providing access to the apartment for this purpose.

Animals found unattended in excess of the 24 hour period will be removed from the premises to either the documented alternative guardian listed in the animal's registration or, at the owner's expense, a local boarding facility if the alternative guardian cannot assume immediate responsibility for the animal. If neither is available, the animal will be placed in the care of a local animal control organization.

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 in the opinion of management.

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.

At no time will pets be allowed in common areas except when leaving or entering the building, with the exception of service/assistance animals.

At no time will pets be allowed to be transported in carts or baskets provided by Marshall House Apartments for the purpose of transporting food items.



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Sanitary Standards

The owner/agent has designated areas on the project premises for animal exercise and the deposit of animal waste. Residents and their guests are forbidden from exercising their animals or permitting their animals to deposit waste on the project premises outside the designated areas. Any instances where urine and/or feces are deposited in other areas will be considered damage to the property.

Pet and assistance animal 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 assistance animal owners to change the litter and/or clean cages at least once a week. At no time will waste from litter boxes be disposed of in the toilets or placed in the trash chutes. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED plastic bags and placed in the designated container located in the receiving room.

All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. Any smells that develop because of improper care or disposal of pet's waste material will not be tolerated. Owner's apartments will be subject to inspection on a periodic basis.

Removal of Animals

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 animal control to remove the animal. The owner/agent will not be held responsible for the condition of the animal nor will the owner/agent guarantee that the animal will be returned.

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

Abandonment: Under no circumstance may any animal (other than fish) be left alone in the unit for more than 24 hours. If the owner/agent discovers that an animal has been left alone in the unit for more than 24 hours, animal control will be contacted to remove the animal.

Uncleanliness: Owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from the property. Owners of animals that are unclean or unkempt may be required to remove the animal from the property. If the presence of the animal causes unsanitary conditions in the unit or in any 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 immediately remove the animal from the property. The owner/agent will have the animal removed if the resident fails to do so



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within 5 business days of request. The animal will not be allowed to return to the property. This action will be considered if the animal bites or jumps on other residents, property staff, guests, vendors, service providers.

Disruptive Behavior: The resident agrees to immediately remove the animal from the property 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 in the community in peace and quiet comfort.

Repeated Notices of Pet Rule Violation: Any pet owner who has received three (3) notices of Pet Rule Violation from the owner/agent of Marshall House Apartments will be required to remove the pet from the premises and provide owner/agent with a signed affidavit stating that the dog or cat is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

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: 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. Assistance Animals

In accordance with the Fair Housing Amendment Act of 1988, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 ("ADA"), The owner/agent seeks to accommodate persons with disabilities who require the assistance of a qualified service/therapy/companion/emotional support animal (now referred to as an assistance animal). Some residents may request the use of an assistance animal to assist them in performing daily life tasks or to alleviate the symptoms of a disability.

The owner/agent is committed to reasonably accommodate persons with disabilities who require the assistance of an assistance animal. However, the owner/agent is also mindful of the health and safety concerns of the residents. Thus, the owner/agent must balance the need of the individual with the disability with the potential impact of animals on other residents. The successful implementation of the policy requires the cooperation of all residents and staff.

Verification of the Need for an Assistance Animal

Processing a request for an assistance animal is done in accordance with the owner/agents reasonable accommodation and modification policy. A person requesting a service/companion animal must provide the owner/agent with a request for an assistance animal. It is preferred that the request is made in writing, but the owner/agent will accept the request in any equally effective format.

If a resident wishes to register an assistance animal, the owner/agent must verify the disability and/or need in compliance with guidance provided by HUD and the Department of Justice. If the disability is not obvious or previously known, the owner/agent will verify that there is the presence of a disability. When the disability must be verified, the owner/agent will request the following:

- (1) The provider's professional opinion that the condition qualifies as a disability under federal law, including identification of the major life activity which is substantially limited by the disability.



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- (2) The provider's opinion that the service/therapy/companion/emotional support animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition and/or to help the person use and enjoy the property and its services.
- (3) The provider's professional opinion that the service/therapy/companion/emotional support animal is used to help with the person's daily living activities and is necessary to use and enjoy the property and services.
- (4) The extent of service required (should the animal be allowed to accompany resident at all time?, etc.)
- (5) The provider's description of what service(s) the animal will specifically provide.
- (6) Any additional rationale or statement the owner/agent may reasonably need to understand the basis for the professional opinion.

If the disability is obvious or has been verified previously, but the need for the assistance animal is not obvious or known, the owner/agent will verify:

- (1) The provider's opinion that the assistance animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's disability
- (2) The provider's professional opinion that the assistance animal is used to help with the person's daily living activities and is necessary to use and enjoy the property and services.
- (3) The extent of service required
- (4) The provider's description of what service(s) the animal will specifically provide.
- (5) Any additional rationale or statement the owner/agent may reasonably need to understand the basis for the professional opinion.

The owner/agent will process the request as quickly as possible, but within no more than ten (10) business days after receiving all documentation from the resident and/or the verifier. The owner/agent will respond in writing and in an equally effective manner if necessary.

If the request for the assistance animal is denied, the resident has the right to request an appeal meeting. The request must be made within fourteen (14) calendar days of the date of the notification of denial. The meeting will be conducted by a person who was not involved in the original decision to deny.

Requirements for Staff, Residents, and Other Members of the Community in Relation to Assistance Animals

Members of the community are required to abide by the following practices:

- (1) Do not touch or pet an assistance animal unless invited to do so
- (2) Do not feed an assistance animal
- (3) Do not deliberately startle an assistance animal
- (4) Do not separate or attempt to separate an owner from his or her assistance animal
- (5) Do not inquire for details about a person's disabilities. The nature of a person's disability is a private matter.

Visiting Animals

Visitors are NOT allowed to bring pets on the premises, unless the guest is being assisted by an Assistance Animal. Residents will NOT be allowed to pet sit or house a pet without FULLY COMPLYING with this policy.



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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 documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation.

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

In compliance with Sec. 5.318, the owner/agent requires the pet owner to sign a statement indicating that he or she has read the pet/assistance animal rules and agrees to comply with them.

I hereby certify that I have carefully reviewed all information included in the Pet/Assistance Animal Policy 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 Signature
(Head of Household)

Date

Print Name

Resident Signature

Date

Print Name

