

EXHIBIT M – Pets & Assistance Animals Policies and Forms

DRAFT FOR COMMENTS

Pets & Assistance Animals Policies and Forms

Policy Statements

Pet Policy

A resident will be permitted to own or otherwise maintain one or more common household pets (animals) within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

Assistance Animal Policy

It is unlawful to refuse to make Reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit, including public and common use areas. All CCH Managed Communities must apply the Assistance Animal Policy in cases where a Reasonable Accommodation has been made to allow a disabled resident or applicant to keep an animal on the premises which specifically provides assistance or benefit related to the disability.

Selection Criteria

Only one dog or cat will be allowed per apartment. The maximum size of a fully-grown dog should be no more than 25 pounds. Dogs and cats should be spayed or neutered.

A maximum of two birds is allowed and must be kept in appropriate cages.

The maximum aquarium size for fish is 20 gallons.

The maximum number of small animals (gerbils, hamsters, guinea pigs, mice, etc.) is two and these animals must be kept in an appropriately sized cage.

Assistance Animals may be exempt from the above criteria.

Acceptance of Animals

Prior to the animal being kept in the Resident's dwelling unit:

- Residents must sign the Pets & Assistance Animals Agreement.
- Residents must sign the Animal Information Record(s).
- Residents with Assistance Animals must complete the CCH Reasonable Accommodation process (Management Request and Certification of Need).
- Each animal requiring a license must be licensed and have the tag on its collar; licenses must be renewed as required by law.
- Residents must provide proof of all inoculations and vaccinations that are required by law and kept current according to all legal requirements.
- Residents must provide proof of neutering or spaying of all dogs and cats.
- Residents must agree that the animal will be confined/under resident control when entering or leaving the premises.
- Residents must agree not to take the animal to any area of the building or community where not permitted.
- Resident must agree to an annual review of compliance with all federal, state, and local laws concerning animals.

Care of Animals

General Requirements

Each resident having an animal in their apartment will be responsible for daily cleaning of the area used by the animal. The resident must maintain the dwelling unit in a clean, sanitary, odor, and vermin free condition.

Birds

Birds must be kept in a proper cage at all times. The floor area around and under the cage must be protected.

Fish

Aquariums must be cleaned and maintained according to acceptable standards of fish culture. The aeration, filtering, heating, and other necessary apparatus must be installed and maintained according to prevailing electrical codes.

Dogs and Cats

Every dog or cat must be kept on a harness or leash while outside the apartment and under the control of an adult who is able to restrain it. No animal may be left or tethered outside the dwelling unit. No doghouses, animal runs, etc. will be permitted anywhere on the premises. Flea control is required as part of the ongoing care of dogs and cats, residents may be required to provide proof of flea treatments.

Financial Obligations

Every resident or applicant requesting to have an animal, must place an Animal Deposit with Management in the amount of \$300.00 – Assistance Animals do not need to pay an Animal Deposit. This deposit will be retained in a special account. If the animal is denied, the deposit will be returned along with a reason for the denial. When the pet is no longer in the dwelling unit, or when the resident moves out, the deposit will be returned after an inspection for damages and any charges have been deducted. Any damages over the Animal Deposit will be billed to the resident. Payment plans to accumulate the Animal Deposit may be authorized by CCH management, with an initial payment not less than \$100 when the pet is brought on the premises, and subsequent monthly payment not less than \$25 per month until the amount of the deposit is reached.

Liability Insurance

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Owners of animals are urged to secure a liability insurance policy to protect themselves in case their animal injures someone.

Registration

All residents are required to register their pets with CCH Management, the animal must be registered before it is brought onto the premises, and registration must be updated at least annually, included with the annual recertification of tenancy.

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 and to demonstrate that it is a common household pet; and (3) the name, address, and phone number of one or more responsible parties who will care for the animal when and if the resident is unable to.

Management may refuse permission to keep an animal if: (1) the animal is not a common household pet; (2) if the keeping of the animal would violate any applicable house/pet rule; (3) the resident fails to provide complete, or fails to annually update, the Animal Information Record; (4) if management reasonably determines, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the animal rules and other lease obligations.

Health, Safety, and Welfare

The resident is responsible for the action of their animal at all times and agrees to abide by the following rules:

- No animal will be allowed to disturb the rights, comfort and convenience of neighbors or other occupants, whether the animal is inside or outside of a dwelling unit.

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- Dogs and cats must be house broken and all other animals must be caged at all times.
- No offspring or baby pets of any type are allowed.
- Animals shall not be tied to any fixed object outside a dwelling unit, including, without limitation, walkways, stairways, halls, parking lots, lawns, or any part of the complex property. Animals will not be allowed to run loose outside a dwelling unit.
- Where necessary, animals will be allowed to pass through the lobby and halls while being brought into or being taken out of the resident's unit. Animals will not be allowed to remain in any public area of the building.
- Animals are not allowed in the community room, lobby or laundry room.
- A resident or guest shall bring no other animals onto the complex property. Guests may not bring animals onto the property without written approval of management.
- Animals must be fed and watered inside the dwelling unit. Animal food and water may not be left outside a dwelling unit at any time.
- Animals will not be allowed to make noise, create odor, or otherwise disturb the peace of other residents.
- If the resident is going to be away for longer than one day, arrangements, in writing, must be made to provide adequate care for the animal. In the event that appropriate arrangements are not made, the appropriate authorities will be called to take charge of the animal at the expense of the resident.
- In the event that an animal bites or attacks other animals or persons, a report will be made to the appropriate authorities as required by law. Management will also be required to remove the animal from the building if it is determined that it presents a hazard to others.

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- The resident will be responsible for pick up their animal waste (feces) anywhere on the grounds or property and disposing of the waster in a manner that conforms to local sanitary regulations (i.e. in a sealed appropriate container into the garbage). Animals will be allowed to void themselves only in the designated areas:
 - In this area, the resident must pick up and dispose of any feces left by their pet. Failure to properly dispose of waste may result in a fee for cleaning up pet waste in the amount of \$5.00 per occurrence.
- Cat litter **MUST** be changed at least twice each week.
- Resident's will maintain their animals in such a way that complies with the requirements of all applicable Federal, State, and local laws, including health, housing, and building codes to keep the pets and premises in a clean, sanitary, odor and vermin free condition.

Removal of Pets

When complaints are received and verified by management about violations of the animal rules, the owner of the animal involved will be served written notice of the animal rule violation and asked to meet with management to discuss the violation. The notice will contain:

- A brief factual statement of how the alleged animal violation was determined and the rule that was violated.
- A statement that the animal owner has 10 days to correct the alleged violation, or to make a written request for a meeting to discuss it.
- A statement that the animal owner is entitled to be accompanied by another person of their choice at the meeting.
- A statement that the animal owner's failure to correct the violation, or to request a meeting, or appear at the requested meeting may

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result in the initiation of procedures to terminate the animal owner's tenancy.

If, in the judgment of the Management, the animal becomes a nuisance or annoyance to the other residents or to the public, then at the written direction of the Management, the resident shall remove the animal from the premises permanently.

Any animal that growls at other residents so that the other residents are feeling threatened will be removed from the premises. Should an animal owner dispute reports of unacceptable behavior by their dog, the animal owner may appeal by obtaining a "Canine Good Citizen" certification. Check with the local Humane Society for resources regarding this certification program.

Any animal that causes physical injury to another person will be removed from the premises.

Each resident who has an animal must have a written agreement which states who will be responsible for the animal(s) in case of an emergency (See Exhibit II - Animal Information Record.) The person accepting responsibility must do so in writing. If the person(s) who have agreed to care for the animal(s) fail to do so, appropriate authorities will be called to remove the animal(s) at the expense of the resident who owns the animal.

If the resident is or becomes incapable of caring for their animal, or if such animal is neglectfully cared for or abused, the Management may terminate the resident's authorization to keep the animal and the appropriate legal authorities will be notified.



**OPERATIONS
ANIMALS**
ANIMAL INFORMATION RECORD



SECTION 1 – INFORMATION & INSTRUCTIONS

If you require assistance in completing this form, please let us know and we will assist. Please have the form completed in entirety and signed by the Household Member responsible for the animal(s).

SECTION 2 – PRIMARY CARE OF ANIMAL (OWNER)

A Owner Name: _____

B Property: _____ Unit #: _____

C Phone #: _____ Date of Birth: _____

D Email: _____

E Signature: _____ Date: _____

SECTION 3 – ALTERNATE CARE OF ANIMAL

A If the primary care of animal individual is unable to care for the animal, management is authorized to contact the below individual who will assume responsibility for the animal(s) listed in Section 4.

B Full Name: _____

C Address: _____ Phone #: _____

D Email: _____

SECTION 4 – ANIMAL(S) BASIC INFORMATION

A ANIMAL #1

Name: _____ Age: _____ Class: Pet
 Assistance
Weight: _____ Color: _____ Type: Dog Cat
 Other
Gender: _____ Breed: _____ Spay/Neuter: Yes
 No
Vet/Clinic: _____ Phone #: _____
Address: _____ Notes: _____

B ANIMAL #2

Name: _____ Age: _____ Class: Pet
 Assistance
Weight: _____ Color: _____ Type: Dog Cat
 Other
Gender: _____ Breed: _____ Spay/Neuter: Yes
 No
Vet/Clinic: _____ Phone #: _____
Address: _____ Notes: _____

C Signature: _____

Date: _____

SECTION 5 – VACCINATION HISTORY (Page can be copied for additional use)

A To be updated annually.

B Animal #	Date	Weight	Cert of Health	Rabies Vacc.	Distemper Vacc.	Other Vacc.	License #