

PET POLICY

Overview

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. Nothing in the pet policies, except ACOB-Section 25.7 will be applicable to service animals or assistance animals as provided under reasonable accommodations.

1. Management Approval of Pets

A. Registration of Pets

Pets must be registered with ESLHA prior to being brought onto the premises. Registration includes picture and documentation that the pet has received all inoculations required by state, county or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements.

B. Refusal to Register Pets

ESLHA will refuse to register a pet if:

- The pet is not a common household pet as defined in Section 25.2 below
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- ESLHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The ESLHA shall not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet.

If ESLHA refuses to register a pet, a written notification will be sent to the pet owner within ten (10) days of ESLHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with ESLHA's grievance procedures.

C. Pet Policy/ Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with ESLHA, or the approval of the pet will be withdrawn. The pet agreement is the certification that the

resident has received a copy of ESLHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet agreement that he or she understands that noncompliance with ESLHA's pet policy and applicable house rules may result in the withdrawal of ESLHA approval of the pet or termination of tenancy.

2. Standards for Pets

A. Definition of Common Household Pet

Common household pet means a domesticated animal, such as a dog, cat, bird or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

B. Pet Restrictions

The following animals are not permitted:

- Any animal whose adult weight will exceed 20 pounds
- Dogs of the pit bull, Rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

C. Number of Pets

Residents may own a maximum of one (1) pet. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

D. Other Requirements

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

3. Pet Rules

Pet owners must maintain pets responsibly, in accordance with ESLHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

A. Pet Area Restrictions

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Pet owners are not permitted to exercise pets or permit pets to deposit waste on development premises outside of the areas designated for such purposes.

B. Cleanliness

The pet owner shall be responsible for the removal of waste in a clean and sanitary manner from the inside and outside of unit by placing it in a sealed plastic bag and disposing of it. The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner
- Litter shall not be disposed of by being flushed through a toilet
- Litter boxes shall be kept inside the resident's dwelling unit

C. Alterations to Unit

No alterations are allowed to the unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

D. Noise

Pet owners must agree to control the noise of pets so that such noise does not disturb other resident's peaceful enjoyment of their unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping or other such activities.

E. Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet. Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage ESLHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.

F. Responsible Parties

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify ESLHA and sign a statement that they agree to abide by all of the pet rules.

G. Pets Temporarily on the Premises

Pets that are not owned by a resident are not allowed on the premises. Residents are prohibited

from feeding or harboring stray animals. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by ESLHA.

H. Pet Rule Violations

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

I. Notice for Pet Removal

If the pet owner and ESLHA are unable to resolve the violation at the meeting or the pet owner fails to cure the violation in the time period allotted by ESLHA, ESLHA may serve notice to remove the pet. The notice will contain:

- A brief statement of the factual basis for ESLHA's determination of the pet rule that has been violated
- The requirement that the resident/pet owner must remove the pet within 10 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy

J. Pet Removal

In the event of death or incapacity of the pet owner which threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if ESLHA after reasonable efforts cannot contact the responsible party, ESLHA may contact the appropriate state or local agency and request the removal of the pet.

K. Termination of Tenancy

ESLHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

L. Emergencies

ESLHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health

or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for ESLHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

4. Pet Deposits

A. Payment of Deposit

A resident shall pay a pet deposit of \$250 and **\$150 is a non-refundable** registration fee. The deposit of \$200 must be paid in full before the pet is brought on the premises. The pet deposit is not part of the rent payable by the resident and is refundable. The registration fee is paid upon the request and completion of the process.

B. Refund of Deposit

ESLHA will provide the resident with a written list of any charges against the pet deposit within 60 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, ESLHA will provide a meeting to discuss the charges. ESLHA will refund the pet deposit to the resident, less the costs of any damages to the dwelling unit, within 60 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

5. Other Charges

A. Pet-Related Damages During Occupancy

The resident will be responsible for all reasonable expenses incurred by ESLHA as a result of damages directly attributable to the presence of the pet in the development, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the development

The expense of flea elimination shall also be the responsibility of the resident. If the resident is in occupancy when such costs occur, the resident shall be billed for such costs. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

B. Pet Waste Removal Charge

ESLHA will impose a separate pet waste removal charge of \$25 per occurrence against pet owners who fail to remove pet waste in accordance with this policy. Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable within fourteen (14) days after billing. If the family requests a grievance hearing within the required timeframe, ESLHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

6. Assistance Animals

Overview

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals, often referred to as service animals,

assistive animals, support animals or therapy animals, perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to ESLHA's pet policies described in this chapter.

A. Approval of Assistance Animals

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

ESLHA will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. ESLHA will refuse to permit a person with a disability to use and live with an assistance animal if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

ESLHA has the authority to regulate assistance animals under applicable federal, state and local law. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and ESLHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

B. Care and Handling

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws and must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

When the care of handling an assistance animal violates these policies, ESLHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If ESLHA determines that no such accommodation can be made, ESLHA may withdraw the approval of a particular assistance animal.

