



ISLAND ELDERLY HOUSING, INC.
PET OWNERSHIP POLICY

(Revision Effective February 1, 2024)

I. GENERAL

This policy establishes the rules and conditions under which a resident is allowed to maintain a pet in a unit subject to compliance with the requirements, conditions and restrictions set forth in this policy. It is the intent of Island Elderly Housing, Inc. (IEH) to provide an environment that supports the health and safety of IEH residents for both pet owners and non-pet owners. The primary purpose of these rules is to protect the rights of all residents to the peaceful, sanitary, safe enjoyment of their premises, preserve the physical condition of IEH project facilities and insure the responsible care of common household pets.

Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and may cause costly damages for which the resident may be held liable.

IEH may designate selected common areas as no-pet areas. This policy is in keeping with federal and state laws. IEH may consult with the Town Animal Control Officer and other applicable authorities as needed.

All residents and applicants as appropriate will be given a copy of this policy at move-in, when a pet is registered, and as IEH reserves the right to amend the policy changes. Copies are available at the Property Management office and upon request.

II. PET APPLICATION REGISTRATION

All applicants/residents wanting to keep a pet must apply to the Property Management Office and be approved PRIOR to a pet living on the property. The applicant/resident must register the pet with IEH Property Management Office PRIOR to residing in the unit, complete Pet Policy and Pet Rider paperwork, furnish certificate of all required vaccinations and local licensing certificate for Oak Bluffs or Vineyard Haven.

Residents are required to update the registration annually during the annual certification process and prior to the expiration of a vaccine and license.

The registration process shall include:

- (1) A rabies 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 pet has received all inoculations required by applicable state and local law;
- (2) Information sufficient to identify the pet; and
- (3) The name, island address, and phone number of one or more responsible on island parties who will care for the pet if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the pet.

LANDLORD may deny a pet if:

- (1) The pet owner fails to provide complete registration information;
- (2) LANDLORD has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the pet in compliance with the rules or/and other lease obligations;
- (3) The pet poses a threat to the health or safety of other residents, guests, vendors/ service providers or property staff;
- (4) The pet would interfere with other residents' peaceful enjoyment of the property;
- (5) The presence of the pet would change the nature of the program or cause undue financial and administrative burden; or
- (6) The resident has a history of animal neglect or abuse.
- (7) The pet is over the maximum weight of 60lbs. and/or on the restricted breed list.**

LANDLORD will notify the resident if IEH intends to refuse to allow a pet. The notice shall state the basis for the action and shall be served on the resident/applicant.

III. TYPE AND NUMBER OF PETS ALLOWED IN YOUR APARTMENT

Pet- A domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog or canary is an example of a domesticated pet. A monkey, snake or a spider is an example that is not commonly kept as a household pet.

Assistance/Service/Support/Companion/Therapy Animal- An animal that provides assistance, service or support to a person with disabilities and which is needed for a reasonable accommodation to such individuals with disabilities. An example would be a dog guiding an individual with impaired vision or a dog alerting an individual with impaired hearing. An assistive animal is counted in the number of pets allowed in the household.



Each resident household is allowed one (1) dog or cat; no additional pets will be allowed except in extenuating circumstances and only then with prior discussion and written approval by the Property Management Office. Dogs under 60lbs. are allowed. The following breeds are restricted: Pit bull, Rottweiler, Huskies, German Shepherd, Alaskan Malamute, Doberman Pinscher, Chow Chow, Great Dane, St. Bernard, Akita, Mastiff breeds, American Bulldogs, Cane Corso, and Bull Terrier.

If the resident household does not have a dog or cat, the household is allowed one (1) pet of the following species:

- small bird-caged
- Fish (maximum (1) 10 gallon tank)
- or turtle; other Reptiles are not permitted
- rodents are not permitted
- Spiders and other exotic pets are not permitted

IV. DAMAGES AND PET CARE

Owners of pets are solely responsible for any damage to persons or property caused by their pet. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge. A fee for professional deep carpet cleaning may be assessed.

INSPECTIONS: LANDLORD may, after reasonable notice to the resident, enter and inspect the resident premises. Residents must agree to be present on the day of inspection or maintenance repairs to care for their pet unless the pet has been removed from the premises.

CARE AND SUPERVISION

Care and supervision of the pet is the responsibility of the pet owner

HEALTH, VETERINARY CARE AND INOCULATIONS

Female cats and dogs over six months of age must be spayed; 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 circumstance must be provided before any registration will be approved.

For dogs, cats and other animals as appropriate, applicants/ residents will be required to provide at least annually at each certification a current proof of inoculation as required by state and local law, provided by a licensed veterinarian.

Pets must have current vaccination against rabies and wear a rabies vaccination tag and valid license at all times on IEH properties. If it is discovered that the animal does not have proper



vaccinations, the resident will have fourteen (14) days to remedy the situation or remove the animal.

GROOMING

The resident shall be responsible for proper care including but not limited to flea control and pest control.

NEGLECT OR POOR HEALTH

Pet that appears to be neglected may be required to be removed from the property. In some cases, animal control may be contacted to determine the need for such removal.

LICENSING

The towns of Oak Bluffs and Vineyard Haven require all dogs to be licensed. Dogs must wear license tags at all times. Annual dog license certificates must be delivered to Property Management every January or pet owners may receive a written pet violation. Residents may request tags via USPS with their local Town Clerk.

OTHER CONDITIONS

LANDLORD may place other reasonable conditions or restrictions on the pet depending on the nature and characteristics of the pet.

V. PETS TEMPORARILY ON IEH PROPERTY

Residents will not be permitted to have a visiting pet which includes a pet with a guest or to care for a pet. Pet sitting at IEH property is prohibited.

Residents are prohibited from feeding wild animals such as wild turkey, skunk, rabbit, crow, etc.

One Bird Feeder per household is allowed 25 feet away from the buildings.

VI. AREAS OFF LIMITS TO ALL PETS

LANDLORD may prohibit pets in certain locations due to health and safety restrictions (e.g. where the pets may be in danger, or where their use may interfere with management). Restricted areas include, but are not limited to, the following areas: kitchens, community rooms, janitorial closets, boiler rooms, facility equipment rooms, offices. Exceptions to this rule may be granted on a case-by-case basis by contacting the Property Management Office.

VII. PET RESTRAINTS/BEHAVIOUR

The resident is required to maintain control of the pet with your choice of leash at all times. By control, you must have the ability to walk your dog away from potential excitable situations.



Pets 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.

Pet owners must take pets to the wooded borders for proper walking and pet business but in no case closer than 25 feet of any building. Dog owners are prohibited from permitting their dogs to deposit waste on any IEH premises without immediate removal from the owner.

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

The pet must be on a leash unless the pet is within the confines of the resident's unit. This rule will not apply if such restraint would hinder the pet's ability to perform required services as applicable to assistive animals.

Pets are not permitted to be "penned" or "caged" on balconies, patios or anywhere on IEH property at any time. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Pets may not be leashed or tied to any interior or exterior fixture at any time.

IEH requires cats be maintained as indoor pets. Cats may be leashed when outdoors under the supervision of the resident. At no time will IEH permit doors and windows propped open for access by pets.

VIII. SANITARY STANDARDS

Pet owners are responsible for cleaning up after their pets. Dog owners must carry a "pooper scooper" or something similar and disposable waste bag at all times on IEH property. Pet owners must remove and properly dispose of all pet waste to the appropriate receptacle. Do not dispose in the community rooms or other common areas. The resident shall keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times.

In the case of cats and other pets using litter boxes or kept in cages, the Pet Owner must change the litter and/or clean cages at least once a week. Products that are commonly used to houstrain pets should be disposed of daily. Do not dispose of litter in the sinks or toilets.

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

A pet owner is responsible for disposing of pet remains in accordance with Federal, State and local laws and rules and regulations.



IX. PET REMOVAL

If the health or safety of the animal is threatened by the death or incapacity of the owner or by the factors that render the owner unable to care for the animal (including pets that are poorly cared for or who have been left unattended for over 24 hours), the situation will be reported to the designated party chosen by the pet owner.

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

If the resident fails to remove the pet in accordance with the notice from IEH, IEH reserves the right to contact animal control to have them remove the animal. IEH is not responsible for the care or return of the pet.

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

ABANDONMENT/PET OWNER AWAY

Pets may not be left unattended in an apartment:

When an owner is absent for less than twenty-four (24) hours, pets may be attended to in the pet owner's apartment by other individuals only when prior written approval has been provided to the LANDLORD. LANDLORD will not accept responsibility for providing access to the apartment for this purpose.

The pet owner must arrange for a 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, patios or in public or common areas.

Pets that are not caged or in an enclosed tank 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.

Pets found unattended in excess of the twenty-four (24) hour period will be removed from the premises to either the documented alternative contact listed in the pet's registration or, at the owner's expense, a local boarding facility if the alternative contact cannot assume immediate responsibility for the animal. If neither is available, the pet will be placed in the care of a local animal control organization. LANDLORD is not responsible for the care or return of the animal.

EMERGENCIES

Island Elderly Housing will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness or demonstrate behavior that constitutes an immediate threat to the health or safety of others are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove such an animal would be charged to the resident.



CLEANLINESS

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

AGGRESSIVE BEHAVIOUR OR JUMPING

If a pet bites or jumps on people, the resident agrees to take proper steps to restrain the pet. Multiple reports of such incidents will result in a requirement to restrict access or remove the pet from the property. Removal will be considered if the pet bites or jumps on other residents, property staff, guests, vendors, service providers. No pet that bites, attacks, or demonstrates other aggressive behavior towards humans or other pets may be kept on the premises.

DISRUPTIVE BEHAVIOUR

The resident agrees to immediately remove the pet if its behavior is unruly or disruptive (e.g., excessive barking, growling, or displaying aggressive behavior). The pet may not prevent other residents from living in the community in peace and quiet comfort. Pets must not be allowed to make noise that would disturb other residents. This includes but is not limited to loud or continuous barking, howling, whining, biting, scratching and other such activities.

Resident pet owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or some may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

Death, Incarceration, Hospitalization or Abandonment of the Unit by a Sole Household Member
If IEH discovers that the sole household member has died, been incarcerated, has been hospitalized or has abandoned the unit, the pet will be removed from the premises either to the documented alternative guardian listed in the pet's registration or, at the owner's expense, a local boarding facility if the alternative guardian cannot assume immediate responsibility for the pet. If neither is available, the pet will be placed in the care of a local animal control organization. IEH is not responsible for the care or return of the pet.

X. PROCEDURES WHEN PET RULES ARE VIOLATED

If a pet owner has violated a pet rule, IEH 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, IEH 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 IEH agrees to a later date.

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

As a result of the meeting, IEH 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.

XI. NOTICE OF PET REMOVAL

IEH will issue a notice for the removal of the pet if:

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

Initiation of procedures to terminate a pet owner's tenancy.

LANDLORD will not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

LANDLORD may initiate procedures at any time in accordance with the provision of applicable state or local laws.

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

I hereby certify that I have carefully reviewed all information included in the Pet Policy and that I agree to comply with all the provisions of the policy. I agree I have received a copy of the Pet Policy. 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

Property Management

Date

