

ISLAND ELDERLY HOUSING, INC.
PET POLICY

It is the intent of Island Elderly Housing, Inc. (IEH) to provide an environment that supports the health and safety of IEH residents and to protect the rights of all residents to the peaceful enjoyment of their premises and the project facilities.

To that end, this policy is to provide standards to insure the best possible environment for both pet owners and non-pet owners and to insure the responsible care of pets. This policy is in keeping with federal laws and IEH may consult with the Town Animal Control Officer as needed. All Tenants and applicants as appropriate will be given a copy of this policy.

I GENERAL

This Pet Policy does not apply to Assistance Animals, Service Animals, Therapy Animals, Support Animals and/or Companion Animals. Refer to Assistance Animal Policy for further information.

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.

1. 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;
2. Female cats and dogs over six months of age must be spayed;
3. 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.

4. If the resident household does not have a dog or cat, the household is allowed one (1) pet of the following species: small bird, rodent (five pounds or less) or turtle;
5. Birds of Prey are not permitted;
6. Aquariums will be limited to a total tank capacity of 30 gallons with the number of individual tanks being limited to one per household;
7. Reptiles (except turtles) are not permitted;
8. Spiders and other exotic pets are not permitted;
9. Birds and rodents must be kept in a cage; and
10. Tenant will not be permitted to have a visiting pet.



II. REGISTRATION

All applicants/residents must receive approval from LANDLORD **before** allowing the pet to live in the unit. The applicant/resident must register the pet **before** it is brought onto the property, and must update the registration at least annually during the annual certification process. The registration shall 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 pet has received all inoculations required by applicable state and local law;
- (2) Information sufficient to identify the pet; and
- (3) The name, address, and phone number of one or more responsible 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 refuse to allow 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.

LANDLORD will notify the resident if LANDLORD 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. 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.

Care and Supervision: Care and supervision of the pet is the responsibility of the pet owner.

Health, Veterinary Care and Inoculations: For dogs, cats and other animals as appropriate, applicants and/or 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.



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

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

Licensing: The town of Oak Bluffs and Vineyard Haven require all dogs to be licensed. Dogs must wear license tags at all times.

Gaming and/or Abuse: Pets involved in gaming (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: LANDLORD may place other reasonable conditions or restrictions on the pet depending on the nature and characteristics of the pet.

IV. PET RESTRAINTS/BEHAVIOUR

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

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

The pet must be on a leash, if appropriate for the pet, 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.

Dogs may not be left unattended in an apartment for more than a twenty-four (24) hour period. The pet 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, patios or in public or common areas. Dogs 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 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.

Pets found unattended in excess of the twenty-four (24) hour period will be removed from the premises to either 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 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.

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 building fixture at any time.

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

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

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.

V. SANITARY STANDARDS

Pet owners are responsible for cleaning up after their pets. Dog owners must use a "pooper scooper" or something similar on IEH property. Pet owners must remove and properly dispose of all removable pet waste.

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 must be disposed of daily.

VI. REMOVAL OF ANIMALS

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 the LANDLORD, LANDLORD reserves the right to contact animal control to have them remove the animal. LANDLORD is not responsible for the care or return of the pet.

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

Abandonment: No dog or cat will be left alone in the unit for more than twenty-four (24) hours. Dogs must be exercised and allowed to urinate/defecate, as appropriate, during these twenty-four (24) hours. Other time limits may apply to other animals based upon the type of animal.

If LANDLORD discovers that a dog or cat has been left alone in the unit for more than twenty-four (24) hours, the animal will be removed from the premises either to 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. LANDLORD is not responsible for the care or return of the animal.

Cleanliness: 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. 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 Behavior 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 incidences 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.

Disruptive Behavior: 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 on the community in peace and quiet comfort.

Death, Incarceration, Hospitalization or Abandonment of the Unit by a Sole Household Member: If LANDLORD 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. LANDLORD is not responsible for the care or return of the pet.

VII. AREAS OFF LIMITS TO ALL ANIMALS

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: food preparation areas, community rooms, custodial closets, boiler rooms, facility equipment rooms.

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

VIII. PROCEDURES WHEN PET RULES ARE VIOLATED

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

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, LANDLORD 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.

IX. NOTICE OF PET REMOVAL

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

- The pet owner and LANDLORD 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 assistance 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 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 Signature
(Head of Household)

Date

Print Name

Resident Signature

Date

Print Name

