LEVI TOWERS

PET POLICY

RESIDENT: _____ APT: _____

Definitions:

Common Household Pet means a domesticated animal, such as a dog, cat, bird, rodent, fish, or turtle, which is traditionally kept in the house for pleasure rather than commercial purposes. Common household pet does not include reptiles (except turtles).

Assistance Animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Pet Rules:

1. **Inoculations:** All pet owners are required to have their pets inoculated in accordance with state and local laws.

2. **Sanitary Standards:** Pet owners will be responsible for the disposal of their pet's waste by placing it in a plastic bag and securing it and placing it in the garbage dumpster Cats and other pets which use a litter box must have the litter changed twice a week by the pet owner, and the waste separated from the litter box once each day. The litter and waste must be placed in a plastic bag, closed securely and placed in garbage dumpster.

3. **Pet Restraint:** All dogs and cats must be leashed appropriately and effectively, and under the control of a responsible individual while outside of the dwelling unit on the common areas of the project. All other pets must remain in their restrictive containers at all times.

4. **Registration:** Pet owners must register their pets with the project management before the pet is brought on the project premises and must update the registration annually. The annual update will coincide with the animal examination of the tenant income or lease renewal, as applicable. The registration will include the following:

> (a) A certificate signed by a veterinarian or 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 and that the pet is in good health, free of ticks, fleas, and other vermin.

(b) Information sufficient to identify the pet and to demonstrate that it is a common household pet.

(c) The name, address and phone number of one or more responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet, and

(d) A statement for the pet owner to sign to indicate that he/she has read the pet rules and agrees to comply with them.

The manager can refuse to register a pet if:

(a) The pet is not a common household pet.

(b) The keeping of the pet will violate applicable pet rules.

(c) The presence of the pet will constitute a serious threat to the health of another tenant at the project.

(d) If the pet owner fails to provide complete pet registration information or fails to annually update the pet registration.

(e) If management refuses to register a pet, the pet owner shall be notified of the reason in writing.

5. **Density of tenants and pets: The** number of four-legged, warm-blooded pets will be limited to one pet in each dwelling unit.

6. **Common Household Pet Size:** Dogs must weigh less than 25 pounds and not exceed 24 inches of height at the shoulders at full maturity. Cats must weigh less than ten (10) pounds and not exceed ten (10) inches of height at the shoulders at full maturity. Fish may not be kept in vessels or aquariums with a volume of more than ten (10) gallons. Turtles must have a shell diameter of less than three (3) inches. Rodents must not exceed six (6) inches overall length, tail inclusive. (Assistance animals are excluded from size and weight limit restrictions.)

7. **Pet Deposit:** All tenants who own or keep dogs or cats in their unit will pay a $300 refundable pet deposit. (Assistance animals are excluded from security deposits but are not excluded from the pet rules). This deposit will be used to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's dwelling unit and the cost of animal care facilities. The remainder of the deposit, if any, will be refunded within 30 days of the move-out date of the pet or tenant, whichever comes first.

(a) The pet deposit can be made in installment payments with a minimal initial payment of $50 at the time the pet is brought on the premises.

(b) The remaining required deposit may be paid out in monthly payments of $10 per month until the deposit is reached.

8. Standards of Pet Care: Pets may not be left unattended for more than ten (10) consecutive hours. All cats and dogs must be spayed and neutered, and cats must have their front claws de-clawed. A pet's barking, scratching, whining, or other unusual

noises, or threatening behavior, which disturbs others will not be permitted. A pet's odor which is offensive due to cleanliness and persist will not be permitted. Pets will not be permitted in the administration buildings or laundry facilities.

9. **Pet Licensing:** All pet owners will be required to license their pets in accordance with applicable state and local laws and regulations.

10. **Pets temporarily on the premises:** Pets that are not owned by a tenant will not be allowed on the premises. Tenants not owning pets may not care for the pets of pet-owning tenants. If the pet owner is not able to care for the pet, the pet must be boarded off the premises.

11. **Nuisance or threat to health or safety:** If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the tenancy as a whole, management may request the pet owner remove the pet from the premises. If the pet owner refuses or management cannot contact the pet owner, management can contact the appropriate state or local authority and have the pet immediately removed from the premises.

12. **Protection of the pet:** If the health or safety of the pet is threatened by death or incapacity of the pet owner or other factors that render the pet owner unable to care for the pet, management may contact the responsible party listed in the pet registration. If the responsible party is unwilling, or unable to care for the pet, management may contact the appropriate state or local authority authorized to remove a pet under these circumstances. Or, management may enter the owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter for no more than 30 days. The cost of the animal care will be paid from the pet security deposit.

13. **Violation of the pet rules:** If management determines that the pet owner has violated the rules of governing the keeping of pets, management must notify the pet owner of the violation in writing and set out the basis of the determination and the rule(s) alleged to be violated, and that the pet owner has ten (10) days to correct the violation or to make written request for a meeting to discuss the violation. The notice should further state that failure to correct the violation may result in the initiation of procedures to have the pet removed or to terminate the pet owner's occupancy or both

The Tenant certifies that he/she has received a copy of this Pet Policy and acknowledges acceptance of this policy as part of the lease currently executed.

Tenant:

By: _____   Date: _____

_____   Date: _____

Landlord:

By: _____   Date: _____

RESPONSIBLE PARTY: PET IDENTIFICATION:
                                            Type: (e.g. dog, cat, etc.)

                                            _____

Name: _____   Name: _____

Apt. No: _____   Color: _____

Phone No: _____   Weight: _____

                                            Distinguishing Marks: _____

                                            _____

I/We, _____, do hereby remit the sum of $ _____ on
_____. 200 ____ a pet fee for the permission to maintain the above described pet in the aforesaid apartment. The pet fee shall be refunded in full at the termination of this lease under the conditions set forth in the Pet Policy.

Tenant:

By: _____   Date: _____

_____   Date: _____