

BEAVER MEADOW APARTMENTS
PET POLICY & RULES

INTRODUCTION

This policy establishes the rules and conditions under which a pet may be kept in Beaver Meadow Apartments. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for all existing Tenants. This policy does not apply to Assistive Animals.

Violations of this policy shall be considered a violation of a material term of the Lease. The Leasing Office Manager may require the removal of a pet upon violation of these rules, or may commence eviction procedures. The appeal procedures that apply to other eviction actions, including the right to a grievance hearing, shall apply to violations of these rules.

Any animal found in Beaver Meadow Apartments outdoor or common areas without a proper license, tags and restraint shall be reported to the Watertown Animal Control Unit or other applicable authority for its removal.

DEFINITIONS

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 animal that is commonly kept as a household pet. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community.

Assistive Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household.

TYPES AND NUMBER OF PETS ALLOWED

1. **A maximum of one pet: a cat or a dog that is not vicious or aggressive in any manner whatsoever and/or that has never bitten anyone and not exceeding 35 lb at maturity. Dogs are only allowed on the first and second floors of pet-friendly buildings (1-4). There are no exceptions.** Caged bird or birds, or a fish tank not to exceed 20-gallons, will be allowed in each apartment. However, in place of the fish tank or the bird cage, an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, or gerbils may be kept. A reasonable number shall be the number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a veterinarian.
2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition or pets that have bitten someone at any time, either before or during the Tenant's residency at Beaver Meadow Apartments, shall be deemed to be potentially harmful to the health and safety of others and therefore not allowed at any time.
3. Livestock, poisonous reptiles, amphibians or fish, snakes, birds of prey, insects, and arachnids are strictly prohibited. Also prohibited are rodents except for hamsters, guinea pigs or gerbils. **No pet will be permitted which is expected to exceed 35 pounds in weight at maturity.** All dogs and cats over the age of 6 months must be spayed or neutered with a certificate to be provided by a licensed veterinarian documenting such procedure or condition, unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well being of the pet.

PET OWNERSHIP RULES

1. A Tenant who desires to acquire a new pet, keep an existing pet or add any new pet in a manner consistent with these rules must apply in writing at the Leasing and Management Office on the appropriate form provided by COR Watertown Company, LLC, ("COR"). The form shall be available at the Leasing and Management office. The Tenant shall provide with the application: (a) an identifying description of the pet accompanied by a photograph if the pet is a dog or cat, (b) certificates of spaying or neutering of dogs and cats and the inoculations required by law, (c) in the case of a dog or any, a copy of any current license required by law, (d) the name and phone number of a contact person who can be called upon to care for the pet in an emergency, and (e) **a non - refundable pet ownership fee of five hundred (\$500) in the form of a money order or bank check made payable to COR Watertown Company, LLC.**
2. The Tenant shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to the manager), and compliance with all applicable state and federal statutes, local ordinances, and all rules and regulations set forth by Beaver Meadow Apartments.
3. The Tenant 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.
4. **The Tenant shall be responsible to clean up after their pet anywhere on Beaver Meadow property** including carrying a "pooper scooper" and disposable plastic bag any time the pet is outside the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the toilet. **Beaver Meadow reserves the right to fine any pet owners observed not cleaning up after their pet.**
5. The Tenant shall keep his/her pet inside the apartment at all times except for transportation on and off the property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets shall be in suitable portable cages when outside the apartment. No animal shall be tied or chained outside the apartment. Dogs are not allowed on the balcony for any reason.
6. Dogs and cats shall wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag shall be required in addition to license, rabies vaccination and any other tag required by law.
7. **The Tenant shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by their pet.**
8. The Tenant shall be responsible for any pet-related insect infestation and shall pay promptly, upon receipt of the bill, for all materials and/or labor used for necessary extermination.
9. No pet is to remain unattended, without proper care, for more than 24 hours. The Tenant shall designate one or more persons as an emergency contact that can tend to the pet if the Tenant is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours, and an emergency contact cannot be located, COR shall report the matter to the Society for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, COR will enter the apartment, as in an emergency, to rescue the animal.
10. The Tenant shall be responsible for insuring that the rights of other Tenants to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.

11. The Tenant shall be responsible for disposing of pet remains in accordance with Federal, State, and local laws, rules and regulations, and any rules and regulations that may be established by the Landlord from time to time.

12. The Tenant shall allow COR to inspect their unit as required to ensure compliance with these rules.

13. A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the Leasing and Management Office.

14. The Leasing Office Manager shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by Tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

15. All complaints by other Tenants or COR personnel regarding pets shall be referred to the Leasing Office Manager.

16. These rules may be amended from time to time by COR pursuant to COR policy and in compliance with all relevant statutes and regulations.

17. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of COR.

18. Residents shall not alter their apartment, patio or other area on COR property to create an enclosure for a pet.

19. Tenants shall honor the no-pet zones and refrain from taking pets into these areas. COR shall post signage designated areas as no-pet zones.

LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

1. All Lease enforcement and/or eviction actions taken as a result of this policy shall comply with COR's Lease and Grievance Procedures.

2. All violations of this pet policy shall be dealt with as a material violation of the Lease and appropriate Lease enforcement actions up to and including eviction shall be taken. In addition if the Leasing Office Manager determines that the presence of a pet constitutes a risk of damage to the property or creates a threat to the health and safety of any member of the Beaver Meadow community, including residents, household members, guests and/or employees, COR may require the removal of the resident's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a violation of the resident's Lease obligations. Any violation shall give rise to all appropriate remedies under the Lease, including eviction proceedings. In the case of an aggressive or vicious dog, COR may make a complaint to the Jefferson County Dog Control Unit.

3. After an unauthorized pet has been seen, a letter of violation will be given to the resident. If, after five days, the resident still has the pet or has not otherwise responded, COR will send a second written notice terminating the Lease 30 days after the second notice is mailed to the Tenant. On that day, the Tenant is to vacate the apartment and return the keys to the Landlord. If the Tenant does not vacate, Landlord may start eviction proceedings within requirements of the New York State law.