

The Falls

Pet Policy

This policy establishes the rules and conditions under which a pet may be kept at *The Falls*. The primary purpose of these rules are to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for all residents, and to preserve the physical condition of the property. These rules do not apply to Assistive Animals, which are not considered pets, except as indicated below.

A. Registration

1. Residents must obtain prior approval before moving a pet into their apartment by completing an application form available in the Management Office. A current photo of the pet must be attached to the application. If local law requires, the pet must have a current license.
2. Once approved, the Resident must sign a Pet Addendum authorizing the pet for the apartment and pay a pet fee and the first month's pet rent fee.
3. At the time of lease renewal, updated license information must be provided if applicable.

B. Types and Number of Pets

1. Pet ownership shall be limited to common household pets, which shall be defined as follows:
 - i. Chargeable pets -- Dogs, cats
 - ii. Birds -- birds commonly kept as pets (no pigeons or birds of prey such as hawks, eagles, condors, etc.)
 - iii. Aquarium pets such as tropical/gold fish, frogs, snakes, lizards, and turtles
 - iv. Caged pets such as iguanas, guinea pigs, hamsters, and gerbils
 - v. No other species of animal is permitted.
 - vi. No livestock or poisonous reptiles/amphibians/fish. Rodents except as listed above, insects, and arachnids are strictly prohibited.
 - vii. Also prohibited are certain vicious breeds of dogs including Doberman Pinschers, Chows, Pit Bulls, Rottweilers, German Shepherds, and any mixed breed dog with identifiable characteristics specific to one of these breeds. Any animal deemed by Management to be potentially harmful to the health or safety of others, including attack or fight-trained dogs, will not be approved.
2. Number of pets:
 - i. A maximum of one (1) dog or two (2) cats are allowed per apartment. No pet will be permitted which is expected to exceed eight (80) pounds in weight at maturity.

- ii. No resident shall have more than one aquarium, which shall not have a capacity of more than 20 gallons, unless renter's insurance is provided.

C. PET OWNERSHIP RULES

1. For Chargeable pets: A non-refundable pet fee of \$300.00, and a monthly pet rent fee of \$20 per pet is charged.
2. Renter's insurance is required for any aquarium in excess of twenty (20) gallons in size.
3. The Resident shall keep his/her pet inside the apartment at all times except for transporting on and off the property and daily walks/curbing for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets shall be in suitable portable cages.
4. Pets must be quartered in the resident's apartment. No doghouses or tie-outs will be permitted.
5. 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.
6. Dishes or containers for food and water must be located within the resident's apartment. Food and/or table scraps, shall not be deposited on the patio, balcony, or common areas.
7. Residents shall not feed or water stray or wild animals.
8. Pets are strictly prohibited from the playground, swimming pool, recreational facilities, and laundry areas.
9. Every pet owner is responsible for proper disposal of fecal waste of his or her pet. Pet waste shall be bagged and disposed of in an appropriate trash receptacle. Pet waste or pet litter shall not be deposited in the toilet or in community trash receptacles.
10. Pets shall not be curbed on shrubbery, flowers, small trees, structures, vehicles, or property of other persons.
11. Pet owners who fail to remove and dispose of pet waste will be charged a \$ 50.00 pet waste removal fee per occurrence.
12. Residents will restrain and prevent the pet from gnawing, chewing, scratching, or otherwise defacing doors, walls, windows, and floor coverings and other fixtures of the resident's apartment and common areas. Pet owners are liable for all damage caused by their pet including the cost of exterminating for fleas or other pet-borne pests. The resident 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.
13. All approved birds must be caged at all times.
14. Residents will not allow pets to disturb the health, safety, rights, comfort or quiet enjoyment of other residents.
15. Pets must comply with all local ordinances including shots, licenses, and leash laws.
16. The presence of a pet may not interfere with the routine pest extermination of the apartment. The resident is responsible for removing or otherwise protecting pets every time extermination is scheduled.
17. Any animal found on the grounds or in common areas without a proper license or tags, will be reported to the local animal control unit or other applicable authority for its removal.

18. No pet is to remain unattended, without proper care, for more than 24 hours. The resident shall designate one or more persons as an emergency contact that can tend to the pet if the resident 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, Management shall report the matter to the local authority for its removal. If necessary, Management will enter the apartment, as in an emergency, to rescue the animal.
19. Residents shall not alter their apartment, patio, balcony or other area to create an enclosure for a pet.
20. Visitors with pets will not be allowed on the premises, with the exception of Assistive Animals. Residents may not temporarily care for pets of friends or relatives in their apartments.
21. Residents shall allow Management to inspect their apartment as required to ensure compliance with these rules.
22. A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the Management Office.

D. ENFORCEMENT – UNAUTHORIZED PET

1. 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.
2. If Management determines, by its sole discretion, that the presence of a pet constitutes a risk of damage to property, creates a threat to health and safety of any person, including residents, household members, guests and/or employees, Management 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 and grounds for eviction.
3. Any violation of the policy shall give rise to all appropriate remedies under the lease, including eviction proceedings.
4. In the case of a vicious dog, Management may make a complaint to the local animal control unit.
5. If a Resident is found to have an unauthorized pet, a letter of violation will be issued. This letter shall state that the resident must remove the pet immediately. The pet may not re-enter the apartment until proper application and approval for the pet have been received. If the pet isn't removed from the premises or the Resident fails to respond to the letter within seven (7) days, the resident will be issued a Notice to Quit.