

PET OWNERSHIP POLICY

These rules are intended to serve as a pet ownership guide for tenants of WWB Villas Inc

LOCAL ATTORNEY

As with any manager/tenant issue, state or local laws may affect this policy. It is advisable to check with your attorney

DEFINITION

For the purpose of these pet rules, "pet" is defined as domesticated small animal traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to dogs, and litter box trained cats, and fish. These rules, in compliance with federal regulations, distinguish cats and dogs from other pets are "fur bearing" animals. Except where otherwise indicated, these rules apply principally to dogs and cats.

PET RESTRICTIONS

No more than one fur-bearing pet is permitted in an apartment. The fish aquarium should not be larger than ten gallons, however no limit is placed on the number of fish. Small birds are allowed (no parrots), but must be kept in cage and not allowed to fly around the apartment. The cage and area around it must be kept clean at all times.

Guests are not permitted to bring pets onto the premises.

SIZE

Dogs shall weigh no more than 30 pounds at time of maturity.

LICENSE AND TAGS

Every dog and cat must wear the appropriate local animal license, a valid rabies tag, and a tag bearing the owner's name, address, and phone number. All licenses and tags must be current.

ADMISSIONS OF PETS

No fur bearing pets will be admitted to occupy the premises until a formal pet application has been processed and approved by management. There

is no formal admittance procedure for small caged animals and fish.

REGISTRATION

Every dog and cat must be registered with the management upon admission and thereafter annually on the anniversary date of admission. Registration of dogs and cats requires proof of current dog or cat licensure, including up-to-date proof of inoculations. Cats must have inoculations, as appropriate to the species including, but not limited to, feline distemper shots. Dogs shall have certificates of appropriate inoculations for heartworm, parvo, and rabies, such tests, vaccines or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered is required prior to admission. Proof of liability insurance, evidence of a flea control program and verification of an alternate caretaker are also required as discussed below.

Prior to admittance of a pet into the facility, residents will be required to complete the following forms:

1. Pet Ownership Application
2. Self-determination instrument for Pet Owners
3. Questionnaire for Existing Pet Owners (where applicable)

Applicants are encouraged to complete the appropriate form for estimating the costs of pet ownership prior to answering the questions in the Owner's Self-determination Instrument.

ALTERING

All cats should be declawed prior to occupancy. Female dogs and cats over six months must be spayed and males over eight months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health.

LIABILITY

Residents owning pets shall be liable for the entire amount of all damages to the apartments caused by their pet and all cleaning, defleaing and

deodorizing required because of such pet.

Residents owning dogs and cats shall file with the management a copy of a pet liability insurance policy indicating that the pet owner is covered for personal liability up to \$20,000. Pet liability insurance can be obtained through most insurance agents and companies.

PET DEPOSIT

Each dog and cat owner must provide a pet security deposit in the amount of one month's basic rent in addition to the standard rental security deposit. This deposit shall be maintained in a separate account as provided for by State law and Rural Development's regulations for the maintenance of security deposits. The amount of the pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains, and damage. Upon termination of the residence by pet owner all or part of the pet deposit will be refunded dependent upon needed repairs and maintenance.

SANITATION

Dogs and cats are required to be "house-broken". Cats must be litter box-trained and dogs must be able to exercise outside the building. Management shall designate a space or spaces to be used exclusively for the immediate clean up of feces and deposit in designated trash receptacles. Cat owners shall bag "kitty litter", tied securely and drop in specified trash receptacles.

FLEA CONTROL

Upon admission of a pet, the pet owner shall file with management proof that a flea control program acceptable to management will be maintained for fur bearing pets. Thereafter the owner of a fur bearing pet shall file at intervals determined by management proof that the pet and/or the apartment is being sprayed for fleas by an accredited exterminator.

NOISE

No pet may make noise, which disrupts other residents. Barking and/or whining dogs, and crying or "caterwauling" cats will not be considered

acceptable pets.

PET BEHAVIOR

No pet that bites, attacks, or demonstrates other aggressive behavior towards humans may be kept in the apartments.

LEASHES

Dogs and cats shall be on hand-held leashes at all times outside the confines of the pet owner's apartment.

ALTERNATE CARETAKER

The pet owner must supply management with the names of at least two persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e. when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the management of any change in the names, addresses, or telephone numbers of persons designated as alternate caretakers. Any expenses relating to alternate caretakers are the responsibility of the pet owner.

In case of emergency, when the management is unable to reach the alternate caretakers, the pet owner agrees to allow management to place the pet in an appropriate boarding facility with all fees and cost borne by the pet owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with holder of such pet as to its disposition and shall be responsible for all obligation, financial and otherwise, in such disposition. The resident pet owner absolves management and/or its agent of any or all liability, financial or otherwise, for actions taken on behalf of the pet owner, for the well being of the pet.

SICK OR INJURED ANIMALS

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the pet's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the management.

Admitted pets which suffer illnesses or injury must be immediately taken for veterinarian care at the resident pet owner's expense.

RULE ENFORCEMENT

Any tenant who receives two letters of violation of these pet rules and a letter on intent describing these violations from management may be required, after private conference, to remove the pet from the premises, and provide management with a signed affidavit stating that the dog or cat is no longer on the premises and will not return in the future.

Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting that the pet be removed forthwith in situations deemed to be of an emergency nature. In such instances, management will act as specified in the section on "Alternate Caretaker" in removing a sick, diseased, injured and/or aggressive animal.

SPECIALLY TRAINED ANIMALS

Specially trained animals to assist the visually and/or hearing impaired and other handicapped persons will not be required to meet the limitation as to pet size or limitations on overall number or location of pets, but will be required to meet all other aspects of these rules.

PET EXERCISE AREA

Pets are allowed to exercise anywhere on the premises that does not disturb the other tenants. However, as stated, the pet must remain on a leash and the owner is responsible for cleaning up after the pet.

PET APPLICATION

RESIDENT NAME _____

TYPE OF PET _____

NAME OF PET _____

APT NO _____ AGE OF PET _____ WEIGHT OF PET _____

1. How long have you owned this pet?
2. Has your pet lived in rental housing before?

Name of Apartment Complex _____

Manager's Name _____

Telephone Number _____

3. Liability Coverage:

Name of Company _____

Contact Person _____

Telephone Number _____

4. Date of pet's last vaccinations

5. County License Number

6. Has your pet been spayed or neutered?

if no, please explain

7. If your pet is a cat, has it been declawed?

If no, please explain

8. If your pet is a dog, does the pet respond to voice command?

YES

__NO if no, please explain

9. Veterinarian (who can verify inoculations):

Name _____

Address _____

Telephone Number _____

10. Name of person who will take responsibility for your pet in case of emergency: _____

Address_____

Telephone Number_____

Second person_____

Address_____

Telephone Number_____

11. Exterminator: Contact Person_____

Company Name_____

Address_____

Telephone Number_____

This is to certify that all information is correct to the best of my knowledge; that I have read the Pet Ownership Policy, and fully understand its content. I accept financial responsibility for the amount of any damages or injury to persons or property which may occur because of my pet.

DATE_____

SIGNATURE_____

ADDENDUM TO LEASE

PET REQUIREMENTS

TENANTS: _____

DESCRIPTION OF
PET _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CITY LICENSE NUMBER: _____

VET VACCINATION DATE: _____

I agree to accept full responsibility for my pet as follows:

CERTIFICATE AND APPROVAL

1. My pet will be approved in writing by the Project Manager prior to moving on project grounds and I will keep my written approval available at all times.
2. That certificate of annual licensing by the City, if applicable, will be provided to the Manager prior to the approval of the pet.
3. I will abide by any local animal regulations.
4. My pet is neutered or spayed and I will provide written veterinary certification of such to the Manager prior to bringing the animal on the premises. If the animal is too young, I agree to have it neutered or spayed when it reaches a suitable age.
5. I will provide written proof of yearly distemper boosters and rabies boosters.
6. I will provide proof of liability insurance in effect, which will provide protection to a minimum \$20,000 limit.

DEPOSIT

1. I agree to pay a Pet Deposit of one month's basic rent, in addition to my rental security deposit. This deposit shall be paid in advance. Pet Deposit will be used toward repairs, cleaning treatment for flea infestation or replacement of any part of my apartment or premises damaged by my pet.

This deposit is refundable if no damage is done, as verified by the Manager, after either pet or tenant vacates the premises.

PET RESTRAINT

1. Cats and dogs will be kept inside the apartment and not allowed to roam freely. They must be walked on a leash at all times and away from the apartment grounds.

2. A cat litter box must be kept in the apartment at all times.

3. Fecal droppings outside of buildings, if any, shall be picked up and disposed of immediately in the area designated by management in a sanitary manner by pet owner.

4. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and to maintain the apartment in a sanitary condition at all times.

5. Tenants shall take adequate precautions to prevent pets from disturbing neighbors (e.g. barking, howling, loud meowing, scratching, biting, etc).

6. Tenants shall not alter their apartments or any other part of the premises to create an enclosure for an animal. The tenant shall at all times comply with the humane and health laws relative to housing a pet.

7. The types of animals allowed as pets shall be limited as follows:

a. One dog not exceeding 30 lbs. in weight or 18 inches in height, or one cat. Only one pet per tenant at any one time.

b. No more than two (2) small caged birds, (i.e., canary, parakeet, finches, etc.) Birds must be confined to a cage at all times.

c. Aquariums may be no larger than 10 gallons and must be sealed against

Leakage.

d. No birds of prey or other dangerous species may be kept.

8. Tenants are prohibited from feeding stray animals. Feeding of strays shall constitute having a pet without pPlatte County Property Tax exempt

application 2019ermission from the Manager.

9. Visitors or guests are prohibited from bringing any unauthorized pets onto the grounds or into a unit.

PET CARE

In case of a personal emergency or illness, the following person will remove my pet from my apartment and be responsible for its care.

NAME AND RELATIONSHIP _____:

ADDRESS: _____

Telephone Number _____

SIGNATURE OF RESPONSIBLE

PERSON: _____

I understand that if for any reason my pet is left unattended for 24 hours or more, the Manager has the right to enter the apartment to remove the pet and transfer it to the proper authorities (e.g., local animal shelter, humane society or the local police pet patrol). I will hold harmless the Manager in any such circumstances.

If the Owner's Agent or Project Manager determines that a pet is a nuisance or threat to the safety or security of person or property, we may request the removal of the pet from the premises.

The Manager will visit your apartment 60 days and 120 days after you have signed this Addendum to see that the pet and the apartment are being cared for. Should we find any damages to your apartment resulting from the pet, you will be responsible for the damages.

I agree to abide by all Rules and Policies regarding pets established by the Owner's Agent now and in the future. Tenants who violate these rules will be:

- a.** Required to dispose of the pet within 30 days of notice by the Manager, and/or
- b.** Subject to eviction.

I agree to renew this Addendum at the below expiration date and at the

expiration of the City License.

I understand that permission to keep my pet on the premises can be revoked by the Manager, if I fail to comply with the rules and regulations or permit my pet to become a nuisance.

TENANT

SIGNATURE _____ DATE _____

PROJECT MANAGER'S SIGNATURE

_____ DATE _____

NOTE: ONE PET PER ADDENDUM