

Magnolia Gardens

219 Prospect Road
Suffolk, VA 23434
Phone: (757) 923-4260
Fax: (757) 923-4264

Pet Ownership Rules



Management recognizes that pets can be therapeutic for those who own, care and enjoy them. However, pets can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in dealing with your pet.

Service animal owners are not required to sign the pet agreement or pay a security deposit and the animals are not restricted on size or presence in public areas. However, service animal owners are still required to comply with all state and local health and safety codes and must provide the animal's service certification.

These rules are intended to serve as pet ownership guidelines. Modifications of these rules may occur with the approval of the Board of Directors and in keeping with the regulations of the U. S. Department of Housing and Urban Development (HUD). As with any landlord-tenant issue, state or local laws may affect this policy.

DEFINITION

For the purpose of these pet ownership rules, pet is defined as domesticated small animal traditionally kept in the home for pleasure rather than for utility commercial purposes. Pet is understood to be limited to dogs, cats, birds, rodents (including rabbits), fish and turtles. Except where otherwise indicated, these rules apply principally to dogs and cats. Common household pets do not include reptiles (except turtles).

PET DEPOSIT

Each dog or cat owner is required to provide a pet security deposit in the amount of \$300.00 in addition to the standard apartment security deposit. The owner may pay this all at one time or may pay an initial deposit of \$50.00 with the remainder to be paid in monthly installments of at least \$10.00. The pet deposit will be used to repair or replace elements of the apartment that are damaged by the pet.

Upon termination of residency by pet owner or the removal of all dogs or cats from the owner's apartment, the unused portion of the pet security deposit not needed for repairs or maintenance will be refunded.

PET RESTRICTIONS

Only one four-legged, warm blooded pet is permitted per apartment. No more than two birds or small caged animals per apartment. No limited is placed on the number of fish, but the size of the fish tank may not exceed ten (10) gallons.

All dogs and cats are to be appropriately and effectively restrained and under the control of a responsible individual when in the common areas of the building.

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

Pets shall not be brought into public lobbies, laundry rooms or other public gathering spaces except while entering or exiting the building.

REGISTRATION

Pets must be registered with and approved by management before the pet is brought onto the premises. The pet's registration must be updated annually. The registration will include the following items:

1. A certificate signed by a licensed veterinarian which states that the pet has received all inoculations required by applicable state or local law or regulation.
2. Name, address and telephone number of two responsible parties who will care for the pet if the owner is unable to care for the pet.

LICENSURE and TAGS

Dogs and cats must wear the appropriate local animal license, a valid rabies tag and a tag with the owner's name, address and phone number. All licenses and tags must be current as required by local policy.

INOCULATIONS

The tenant must provide a certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate an animal which states that the pet has received all inoculations required by applicable state or local law or regulation.

SIZES

No pet shall weigh more than 25 pounds at the time of maturity and stand no more than 18 inches at the shoulders. The American Kennel Club's standard shall determine the height and weight after maturity of the breed.

A non documented pet will be assumed to mature to that which a veterinarian submits in a signed letter to the owner.

SANITATION

Dogs and cats are required to be "housebroken". Cats should be litter box trained and dogs must be able to be walked outside the building.

Any pet owner who fails to remove pet waste in accordance with the prescribed pet rules will be billed a \$5.00 waste removal charge per occurrence.

DOGS

Dog owners shall be responsible for the immediate clean up and disposal of pet waste after the walking of their pet. Dog owners must bag and securely tie the waste in a plastic bag and place in the outside dumpster.

CATS

Cat owners shall be responsible for changing the litter box at least twice a week or separating the waste from the litter box at least once each day and dispose of the pet waste in a plastic bag securely tied and place in outside dumpster.

PET PROTECTION

Any pet left unattended for 12 hours or more or whose health is jeopardized by the Tenant's neglect, mistreatment or inability to care for the animal shall be reported to the local Animal Control unit/SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purpose of the Management right to enter the Tenant's unit to allow such authority to remove the animal from the premises. Management accepts no responsibility for any pet or any costs related to this removal.

ALTERNATE CARETAKERS

Pet Owner must supply management with the name, address and phone number of two people not in the household who will be willing to assume immediate responsibility for the pet if the pet Owner is incapacitated, absent or unable to adequately maintain the pet. Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. (See Appendix A of Pet Ownership Rules) Any expenses related to the alternate caretakers are the responsibility of the pet owner.

In the case of emergency, if management is unable to contact the one of the alternate caretakers or they are unable or unwilling to care for the pet, management will attempt to place the pet in an appropriate boarding facility for up to 30 days with all fees and costs the responsibility of the pet owner. If the pet owner or his estate is unwilling to pay this cost, funds may be used from the Pet Deposit. If management is unable to place the pet in a boarding facility, the local Animal Control/SPCA will be contacted to remove the pet.

It is the responsibility of the pet owner to inform management of any changes in alternate caretakers.

VISITING PETS

Pets that are not registered or do not belong to a tenant are not permitted access to the premises.

REASONS MANAGEMENT MAY REFUSE ADMITTANCE OF A PET

Management reserves the right to refuse admittance or to terminate the residency of a pet for any of the following reasons:

- Pet Owner fails to provide sufficient information to identify the pet and to show that the pet is a common household pet.
- Keeping of a Pet would violate an applicable pet rule.
- Pet Owner fails to complete pet registration information and/or fails to annually update the pet registration.
- Management reasonably determines based on the tenant's habits and practices that the tenant will be unable to comply with the pet rules and other lease obligations.
- The Pet's temperament may be considered as a factor in determining the pet owner's ability to comply with the pet rules and other lease obligations.
- A Pet that bites, attacks or demonstrates aggressive behavior towards humans will not be considered an acceptable pet.
- A pet that disrupts other tenants by barking, whining, crying or caterwauling will not be considered an acceptable pet.

VIOLATIONS OF PET OWNERSHIP RULES

Tenant acknowledges that three (3) violations of the Pet Ownership Rules is considered Material Non-Compliance of the Pet Agreement and is considered "Material Non-Compliance" of the Pet Agreement and is considered grounds for termination of same.

The Tenant acknowledges that they have received and read the Pet Ownership Rules and that they will comply with such rules and any rules or regulations that may be reasonably adopted from time to time by the Owner.

Tenant: _____ Date: _____
(printed name)

(signature)

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Appendix A



ALTERNATE CARETAKERS

We, the undersigned, agree to assume responsibility for the care and feeding of the pet of

_____ (tenant) during his or her absence, incapacitation, or inability to adequately care for the pet. We acknowledge that any expenses related to the care of the pet is a private matter between the pet owner and ourselves.

It is the responsibility of the pet owner to notify Management of any changes to the names, addresses or phone numbers of the alternate caretakers.

Primary Caretaker

Secondary Caretaker

Address

Address

Phone Number

Phone Number

Signature

Signature

Pet Owner Signature

Date

Owner/Management Signature

Date

