REDWOOD COMMUNITIES Pet Rules

Property Name: _	
Resident Name: _	 _Unit#:

Landlord and resident agree that the following provisions are attached to the residential lease agreement. Residents (pet owners) are permitted to keep one (1) common household animals in their dwelling unit in accordance with the animal rules. Only one (1) aquarium allowed, and it cannot exceed twenty-five (25) gallons; any aquarium over 20 gallons will require the resident to provide evidence of renters insurance. A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes is considered a common household pet. Common household pets do not include reptiles (except turtles), insects or endangered or exotic animals such as ferrets. Management can refuse to register an animal if it is not a common household animal. Residents may request a Reasonable Accommodation if they have a disability related need that require an accommodation outside of this agreement.

If the resident desires to have an animal or animals reside in their unit, the resident understands and agrees to the following:

- Pets must be inoculated in accordance with state and local law. The pet owner is required to provide written evidence that all inoculations required by law have been given to the pet prior to bringing the pet onto the premises. Once registered with management, the pet owner must update the registration at least annually, including an updated certification of inoculations for the tenant's file. Only the animal(s) listed in this agreement may be on the premises, no other animal(s) may be substituted;
- 2. Clean up after animal(s) and dispose of animal(s) waste properly and quickly. If an area at the property is designated for pet exercise and/or waste deposit, the pet owner is required to utilize that area only. If no area is designated, pet owners must exercise their pets using proper restraint and supervision and promptly pick up pet waste and dispose in proper receptacles. Pet owners are required to remove and properly dispose of all pet waste. Pet waste and the contents of litter boxes or other pet waste materials must be contained in a paper or plastic bag first, and then placed in a garbage can or dumpster. Pet waste, litter, wood shavings or other pet waste materials must not be flushed down the toilets. Tenants are required to separate pet waste from their litter boxes and dispose of properly not more often than once each day and to change the litter in their pets' litter boxes and dispose of such litter in the property's dumpster or garbage not more often than twice each week, unless needed to meet sanitary standards.
- 3. All household pets must be under the control of a responsible individual while on the common areas of the property. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. Certain areas of the property may be considered public areas and subject to local leash laws. NO pet shall be left outside unattended. Dog runs, leads or other pet containment equipment are not allowed without prior management approval. Pets must not be walked in parking areas, streets, or through other tenant's yards for their own safety. Pets are not allowed in the common areas of the property such as laundry or community areas, lobbies etc. When not actively handling the animal, birds, hamsters, gerbils, small rabbits, domestic rats and mice etc must be caged at all times in cages approved by management. Fish and turtles must be continually contained in their aquarium.
- 4. Pet owners must register their pet with the project owner/manager before the pet is brought on to the premises. Registered information must be updated annually.
 - a. Dogs/Cats An inoculation certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals, that the pet has received all inoculations required by applicable law.
 - b. Dogs/Cats Proof of licensing if required by local law including appropriate tags
 - c. Dogs/Cats Proof of spay/neuter by 6 months of age



- d. Information sufficient to identify the pet, the pet cage and/or aquarium, including a photograph of the animal(s).
- e. Responsible party who will care for the pet if the pet owner dies or is unable to provide care for the pet:
- 5. The Owner/Agent may refuse to register a pet for the following reasons:
 - a. A pet is not a common household pet.
 - b. Keeping a pet would violate an applicable pet rule.
 - c. A pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
 - d. The Owner/Agent reasonably determines based on the pet owner's habits and practices, that a pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.
 - e. A pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

The Owner/Agent may not refuse to register a pet based on a determination that the pet's owner is financially unable to care for the pet.

- 6. Written notification will be provided to a pet owner if the Owner/Agent refuses to register a pet. The notice will be hand delivered to an adult answering the door, sliding it under the door, or affixing it to the tenant's door.
- 7. Service animals used to assist persons with disabilities are excluded from the requirements of the pet policy. This prohibition does not preclude management from enforcing service animal rules at the property (if applicable) and/or state and local laws, if they apply.
- 8. Tenant's or guests must not bring unregistered animals onto the premises for visits or pet sitting without management approval. Tenants shall not care for pets of others in their apartment. Service animals are exempt from the pet rules at this property and are allowed to accompany disabled visitors during their visit only and must leave when the visitor leaves. It is recommended that visitors requiring service animals identify an animal as a service animal to management when bringing onto the property.
- 9. The Owner/Manager/Agent reserves the right to revoke permission to keep the animal should Resident break any part of this Agreement.
- 10. If an animal poses a direct threat to health and safety, such as excessive barking, nipping, biting or jumping on persons, the Property Manager may ask the resident to remove the animal from the immediate area. If the animal's improper behavior happens repeatedly, the resident may be asked to not to bring the animal into certain common areas, until significant steps have been taken to stop the behavior.

REDWOOD COMMUNITIES

Pet Rules

HUD Lease Pet Addendum Language as per HUD 202/8 Lease, but required for HUD Elderly properties utilizing the HUD Model Lease.

The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part **5** and the pet rules promulgated under 24 CFR Part **5**). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

AGREEMENT - The Resident agrees to comply with these rules and policies and that a violation of any of these rules or policies may be grounds for removal of the animal or termination of the animal owner's tenancy or both.

RESIDENT	DATE	OWNER/AGENT	DATE
RESIDENT	DATE		
RESIDENT	DATE		
*****	******	******	*****
	FOR OFFICE USE -	ANIMAL REGISTRATION	
Resident Name		Unit Number	Date
Animal type	Breed	Weight	Color
Animal name		<u></u>	
Description of cage or a	quarium (if applicable):		
	imal		
□ Attached photo of ar			
Attached photo of arName of person(s) resp	onsible for the animal care if the re	esident is unable to care for th	e animal
Name of person(s) resp	onsible for the animal care if the re Relation		

Property Name:	programs and activities. The person named below has been designated to coordinate compl	liance with the nondiscrimination requirements	F)
504 Coordinator Name: Nicholas Vranes	contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part & dated June 2, 1988). We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. TTY# (for hearing impaired) 711. Persons with language barriers may request or arrange interpretation alternatives or services based		
on the property's LEP Policy.			SW-SHER
Address: 3101 Bee Caves Road, Suite 325, Austin, TX 78746		Telephone # (512) 717-3930	