

RESOLUTOIN NO. WT-2024-02
WESTBROOKS TOWERS II, LP
REVISED PET POLICY

SECTION I.

DEFINITION:

For the purpose of this pet policy, pet means small common household pets. A more detailed description is a small domesticated animal such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit or fish with a max limit of one 10-gallon tank, that is traditionally kept in a home for pleasure rather than for commercial purposes. Reptiles (including turtles), rodents and birds of prey are excluded from this definition and therefore not eligible pets. Any documented assistance animals that are used by a resident are not considered pets for the purpose of this definition and policy. If any changes to the pet policy are suggested the residents are given a 30-day comment period before final revision is done.

1. **Pet Ownership:** A household may own no more than one (1) common household pet subject to the following conditions:
 - A. **Documentation:** Pets are required to be properly licensed, vaccinated and spayed / neutered. Management will verify that the pet has proper license (tags) upon execution of this policy. Thereafter, any pet found not to be properly licensed will be a violation of this policy and subject to removal of the pet from the unit within seventy-two (72) hours. A copy of the pet's shot record, as well as, documentation that the pet was spayed or neutered must be provided by the veterinarian upon execution of this policy. Management will take a photo of the pet for the resident file. Proof of required licensing and vaccination/inoculation will also be required on an annual basis or at rectification. Failure to provide this documentation is a violation of policy and subject for removal of the pet..
 - B. **Restrictions:** No pet is permitted if the anticipated weight at maturity exceeds 20 pounds. Puppies of large breed dogs will NOT be permitted, as they are anticipated to exceed the 20-pound limit. A Resident is only allowed one (1) pet per unit. Pets other than a cat or dog, when allowed, must be kept in a cage in the unit. NOT ALLOWED under any circumstances: Snakes or Other Reptiles, Spiders, Ferrets, Pot Belly Pigs, animals/breeds that are considered by management to be vicious and/or intimidating.
 - C. Each bird or other animals, excluding fish, shall be counted as one pet. All animals, excluding fish, must be registered with Management. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
 - D. If the pet is a fish, the aquarium must be ten (10) gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
 - E. All pets must be housed within the unit. When pets are moved through the building, they must be carried from the resident's apartment to the nearest outside exit. Animal shall not be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other resident's lawns. Also, all pets must wear collars with identification and inoculation tags at all times. Pets without a collar will be picked up immediately and transported to Animal Control or other appropriate facility.
 - F. All authorized pets must be under the control of a resident member. If the resident member is under the age of 12, the Head of Household is responsible for the actions of the pet. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of a resident member. Pets which are unleashed, or leashed and unattended on the property may be impounded and taken to the local Animal Control. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of management staff has to take a pet to Animal Control the resident will be charged \$5 to cover the expense of taking the pet(s) to Animal Control.

- G. Cats may not be left unattended for more than twenty-four (24) consecutive hours. Dogs may not be left unattended for more than ten (10) hours. Pet owner agrees to authorize management to remove the pet should the resident become ill, incapacitated or hospitalized. Name and address of two (2) separate responsible parties to care for the pet in emergency situations must be given to us. The responsible parties should confirm in a written and signed statement that they will be responsible in case of emergencies for the animal. If the persons named as responsible parties do not follow through with the **agreement within 2 days**, management staff may enter the unit and remove the pet and transfer the pet to Animal Control. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.
- H. Pets, as applicable, must be weighed by a veterinarian or staff of Animal Control. A statement containing the weight of the pet must be provided to management prior to the execution of this agreement and any time upon request by management.
- I. **Visitors:** Only authorized pets who have complied with all terms of this policy are permitted in the unit or on the Community property. Absolutely NO "pet sitting" or "visiting pets" are allowed.

NOTE: Any pet that is not fully grown will be weighed every six (6) months. Any pet that exceeds the weight limit when fully grown will not be an eligible pet. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the property.

- 2. **Responsible Pet Ownership:** Each pet must be maintained responsibly and in accordance with the pet lease addendum, this pet policy, and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit. The owner will maintain proper flea and tick control to avoid infestation.
- 3. **Prohibited Animals:** Animals or breeds of animals that are considered by management to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bull, and/or any animal that displays vicious behavior. Typically, these breeds would be over the weight limit when fully grown and, therefore, deemed ineligible. This determination will be made by a management representative prior to the execution of the lease addendum. Turtles are prohibited by Tennessee State Law, and therefore, will not be an eligible pet. Any other state and/or local animal restrictions must be followed and will not be allowed as a pet.
- 4. Pets shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere or diminish" shall include, but not be limited to, barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently or one-half hour (30 minutes) or more and, therefore, disturbs any person at any time of the day or night. The Community Manager will give you one written warning and five (5) days to make other arrangements. If it is not corrected the Community manager will terminate the authorization of the pet.
- 5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Community Manager will notify the resident in writing that the animal must be removed from the Property, within 10 days of the date of the notice from management. The resident may request a hearing, which will be handled according to management's established grievance procedure. The pet may remain with the resident during the hearing process unless management has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by management, the pet must be immediately removed from the unit upon receipt of the notice from management.

6. **Aggression:** Should at any time, your pet bites, attacks, chases or otherwise display a vicious or intimidating demeanor towards another animal or person, the pet will be required to be removed from the Community immediately. Resident agrees that permission to have a pet in the unit may be cancelled by Landlord at any time, for any reason that is deemed necessary and appropriate. If permission to have a pet is revoked, the Resident agrees to remove pet from the Community within seventy-two (72) hours of receipt of the notice. Failure to remove pet upon request will result in an eviction and possible loss of rights of occupancy.
7. The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the Community. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied, and placed in the garbage receptacle for their unit. If management staff is required to clean any waste left by a pet, the resident will be charged \$5 for the removal of the waste. Animal waste or litter may never be disposed of in a sink or toilet.
8. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, have all animals restrained or caged, such as in a kennel; a pet is not considered "restrained or caged" when locked in a room inside the unit. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident shall be charged a fee of \$5.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by management staff and taken to the local Animal Control. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of management staff takes a pet to Animal Control the resident will be charged an additional \$5 to cover the expense of taking the pet(s) to Animal Control. Management shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.
9. Pets may not be bred or used for any commercial purposes.
10. **Hold harmless:** Resident agrees to hold Landlord and Agents harmless from any claims should a pet escape the unit and/or become lost, missing or injured as a result. Resident acknowledges that Landlord and Agents will be entering the unit on a periodic basis for maintenance, inspections and pest control.

SECTION II.

Pet Deposit: For each dog and cat owner, a one-time refundable deposit of three hundred dollars (\$300) is required, *excluding those that meet and are approved based on reasonable accommodations and modifications*. A minimum initial deposit of \$50 is required prior to the pet being brought on to the property. The remaining amount owed may be paid in monthly installments no less than \$10/month until the full \$300 deposit has been paid.

No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

Resident agrees that any damage caused by pets to the property (inside and outside of the apartment) will be paid by the Resident.

Substitute Pet: We will allow a substitute pet, after an inspection for unit damages for the prior pet, should a pet pass or be replaced. If there is no damage, there will be no additional fee charged. If there IS damage, cost(s) to repair the damages will be deducted from the original \$300 pet deposit, or amount accrued for deposits paid in installments. If costs exceed amount paid for deposit, these **MUST** be paid in advance of allowing the new pet on the property. If part or all of the original pet deposit was applied to damages, a new pet deposit will be required to bring the deposit amount back up to \$300.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease and management will issue violation notice to get rid of the pet or register the pet within 10 days. If resident fails to get rid of pet or register pet within 10 days an eviction letter will then be issued. The resident will be entitled to a grievance hearing in accordance with the provisions of the Grievance Procedure, as applicable.

LEASE AGREEMENT – PET AGREEMENT

NOT TO BE USED WITH ASSISTANCE OR SERVICE ANIMALS

Head of Household: _____ Apt #: _____

Property Address: 515 N. Walnut St, Murfreesboro TN 37130

Resident accepts receipt of the Lease Agreement – Pet Agreement, which are supplied separately but are an enforceable part of the Lease. Violations of the Rules and Regulations will be considered a violation of the Lease and permits the Landlord to commence the eviction procedure.

No pets at this time: Resident has initialed here and signed below as acknowledgement they are not bringing pets at this time. However, is aware of the Pet Policy and understands that prior to bringing a pet into the property it must first be approved and a new Pet Agreement executed. _____ (Head of Household Initials) [If this box is checked, continue to signature/date section.]

Pet Deposit: A one-time, refundable deposit of three hundred dollars (\$300) is required, *excluding those that meet and are approved based on reasonable accommodations and modifications*. A minimum initial deposit of \$50 is required prior to the pet being brought on to the property. The remaining amount owed may be paid in monthly installments no less than \$10/month until the full \$300 deposit has been paid. Resident agrees that any damage to the unit will be paid by the Resident.

The deposit has been paid in full.

The deposit will be paid in installments. The initial deposit paid at move-in is: \$_____, with the remaining amount of \$_____ due in monthly installments of \$_____/month. Payments are due on the 1st day of each month until the balance is paid in full.

Pet Information:

Dog Cat Bird Fish Other: _____

Gender: Male Female Weight: _____ pounds (not required for fish)

Name of Pet: _____ Breed: _____ Markings/Color: _____

The following documentation **MUST** be provided to management before execution of this agreement, as it pertains to state and local code requirements (check Current box if received, or N/A box if Not Applicable for specific type of pet):

License: Current | Expires on: _____ N/A

Vaccinations: Current | Expires on: _____ N/A

Spayed/Neutered: Yes N/A

Pet Policy: Attached to this Pet Agreement is a Pet Policy. The Pet Policy provides a more detailed description of the expectations of pet owners while residing at the property. Resident has initialed here to indicate they received a copy of the Pet Policy and understand the obligations outlined within. _____ (Head of Household Initials)

The Landlord reserves the right to rescind or change any of the foregoing Rules and Regulations and to make such other rules, regulations and conditions from time to time as the Landlord may deem needed for the safety, care and/or cleanliness of the Community.

Head of Household Signature

Printed Name

Date

Co-Head/Spouse Signature

Printed Name

Date

The premise participates in the federal Low Income Housing Tax Credit Program. This means the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, are applicable to this Lease including, without limitations: (a) No termination or nonrenewal of the tenancy by Landlord/Owner except for "Good Cause" – defined as serious and repeated violations of the Lease by the Tenant; (b) Protections of the Violence Against Women Act, as amended from time to time; (c) Protection of the Fair Housing Act, as amended from time to time.



"Westbrooks Towers II, LP is an Equal Opportunity Housing provider. We do not discriminate against any applicant on the basis of race, color, national origin, age, disability, religion, sex and familial status, sexual orientation, gender identity (including gender expression), marital status and reprisal."



EMERGENCY CONTACT FOR ANIMAL CARE

Head of Household: _____ Apt #: _____

Property Address: 515 N. Walnut St, Murfreesboro TN 37130

This is to certify that I authorize Westbrook Towers II, LP management to remove pets should I become ill, incapacitated or hospitalized. The name and address of two separate responsible parties to care for pets in emergency situations are:

Emergency Contact #1:

First and Last Name: _____ Phone #: _____

Address: _____ City/State: _____

Email Address: _____

I, hereby, confirm in a written and signed statement that I will be responsible in case of emergencies for animals(s) belonging to _____
(Name of Pet Owner)

Signature of Emergency Contact

Date

Emergency Contact #2:

First and Last Name: _____ Phone #: _____

Address: _____ City/State: _____

Email Address: _____

I, hereby, confirm in a written and signed statement that I will be responsible in case of emergencies for animals(s) belonging to _____
(Name of Pet Owner)

Signature of Emergency Contact

Date

NOTE: In case the emergency contact persons cannot be contacted, I give management permission to board the animals for a period not to exceed five (5) days at my (resident) expense. If after five (5) days and the emergency contact persons have not responded, I hereby give permission for management staff to contact the Animal Control Shelter to take possession of the animal(s).

Head of Household Signature

Printed Name

Date