

# *Eastern Gardens*

3045 Eastern Avenue \* Sacramento, CA 95821 \* 916-489-1604 \* Fax 916-489-1627

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Date: June 27, 2007

To: Members of Eastern Gardens Cooperative, Inc.

Subject: Eastern Garden's Animal Policy

Dear Members:

This is to advise all Members at the board of directors meeting held on May 23, 2007, agenda item "Unfinished Business"; as follow-up to previous meetings on the issue of Pet Policy, the board reviewed its options with changes per membership's comments. Per these discussions, it was decided that further review on this topic was warranted before the board's final acceptance or non-acceptance could be determined. Therefore, a special meeting was held on June 6, 2007 at 6:00pm in the Clubhouse and after considerable discussion the board concluded to keep the current "**NO PET POLICY**" with exceptions. Exceptions are, members claiming a disability with the State of California under "Assistance Animals". Animal rules and provisions will apply, (e.g., walking, defecating, leash laws...etc).

## Animal Policy

1. Pet Acceptance Criteria
2. Pet Application
3. Animal/Pet Policy

Comments by the general membership concerning this decision can be expressed during that portion of the meeting agenda under "Members Comments" or submit a letter addressed to the Board of Directors 10 days prior to the meeting.

Sincerely,

EASTERN GARDENS COOPERATIVE, INC.

Board of Directors

BOD: emh

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## **PET ACCEPTANCE CRITERIA**

Eastern Gardens Cooperative, Inc. exercises its option to have a **NO PET POLICY**. Exceptions are, members claiming a disability with the State of California under "Assistance Animals". Animal rules and provisions will apply, (e.g., walking, defecating, leash laws...etc).

- ❖ If you have a disability that requires a need for a service/therapeutic animal you will need to submit an application requesting a change in the following Eastern Gardens animal policy. The necessary forms for this procedure are available at the business office, they are:
  - Reasonable Accommodation Request "Assistance Animal"
  - Verification of Necessity (Must show proof, such as letter from Care Provider)
  - Service/Therapeutic Animal Information Form
  - Service/Therapeutic Animal Policy
  - Determination of Request for Accommodation

NOTE: All service/therapeutic animals will be reviewed on an individual basis. For example, if the animal is a dog the following will be considered in approving the animal:

1. Is there a history of aggressive behavior?
  2. Is there a record of biting, injury or attacks that have been reported to animal control in the counties they reside?
  3. Upon meeting the animal, does the service/therapeutic animal display aggression toward humans or other animals?
  4. Would the animal pose a direct threat to health or safety of others?
  5. Would the animal cause substantial physical damage to the property of others?
  6. Would the animal pose an undue financial and administrative burden to the provider?
  7. Would the presence of the animal fundamentally alter the nature of the provider's services?
- ❖ A Good Health Certificate from a veterinarian is required and is to be provided to Eastern Gardens for its files and records.
  - ❖ All animals must be licensed within the current municipality. Proof of license must be provided to Eastern Gardens for its files and records.
  - ❖ Animals must be viewed by the Community Director prior to approval. Eastern Gardens Cooperative, Inc. and its managing agent reserve the right to decline or revoke permission to have an animal that displays, causes or has caused disturbances or is a safety threat.
  - ❖ Animals must be domesticated and kept indoors.

# PET APPLICATION

## **SCREENING/REGISTRATION:**

Animal owner must complete a Pet Application form before an application to occupy Eastern Gardens Cooperative, Inc. can be processed. If you're already an existing member the same application and rules will apply. NOTE: Animal must be viewed by the Community Director prior to approval. Eastern Gardens Cooperative, Inc. and its managing agent reserve the right to decline or revoke permission to have a pet that displays, causes or has caused disturbances or is a safety threat.

## **ANIMAL POLICY, RULES & REGULATIONS:**

Member agrees that if any animal is kept on or about the premises during any part of occupancy, member shall be responsible for all costs incurred as a result of damages caused by said animal, including but not limited to the cleaning, repairing, or replacing of carpets, drapes, blinds, lawn, trees, shrubs, fences, walls, doors, and screens. Said costs shall be billed and due in 30 days or will be paid upon vacating. Failure to immediately pay for damages caused by the animal will cause termination of the privilege to have an animal.

Name of pet owner(s): \_\_\_\_\_

Address of building and apartment for which you are applying: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Alternative Animal Contact: \_\_\_\_\_  
Name Telephone

**ANIMAL INFORMATION:**       **Cat**       **Dog**       \_\_\_\_\_ **OTHER**

(Please list all pets separately)

<b>Animal Name</b>	<b>Age</b>	<b>Type</b>	<b>Gender</b>	<b>Spay/Neuter (Yes/No)</b>
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\_\_\_\_\_  
\_\_\_\_\_

No more than one (1) animal in the apartment will be allowed.

	DATE
Weight _____	
Spayed/Neutered _____	
Rabies _____	
Distemper _____	
Photograph provided _____	

***Management Use Only***

EVIDENCE PROVIDED?

( ) _____
( ) _____
( ) _____
( ) _____
( ) _____

Applicant/Member represents all information on this pet application to be true and accurate and understands that Eastern Gardens/Community Director will rely upon said information when accepting/rejecting the application. Applicant/Member has read and understands the animal regulations and agrees that applicant and members of applicant's household and/or guests will fully comply.

Signature of Applicant/Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant/Member: \_\_\_\_\_ Date: \_\_\_\_\_

( ) Approved      ( ) Rejected

Management Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **EASTERN GARDENS ANIMAL/PET POLICY**

The Apartment Community known as EASTERN GARDENS COOPERATIVE, INC. has exercised its option to have a **“NO PET POLICY”**. Exceptions are, members claiming a disability with the State of California under “Assistance Animals”. Therefore, Eastern Gardens Cooperative, Inc. has amended its Rules & Regulations “PETS”. Unless terminated or modified as provided herein, this Animal/Pet Policy supersedes the Rules & Regulations\Pets dated 3/29/1990 and is integrated into Eastern Garden’s Rules and Regulations and shall remain in force. This agreement is entered pursuant to the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973. These Animal rules and provisions will apply to all Members.

1. ANIMAL RESTRICTIONS: All Members and/or prospective members with animals are required to adhere to the following restrictions and/or policies.
  - a. Animals are to be exercised off site of the apartment grounds, i.e., outside of the gated fencing. Animals are not permitted in the common area(s), e.g., Breezeways, pool area, clubhouse, office, and laundry rooms. Exceptions to this are assistance aided animals (e.g. seeing or hearing aided animals).
  - b. Should animal defecate within the property grounds, member is required to clean up after their animal. This includes, but not limited to, clean-up of the common areas. Should member fail to clean-up after their animal, Management may charge a fee of \$25.00 per occurrence to the Member for service animal clean up performed by staff. This in no way relieves the member from the responsibility to clean-up after their animal.
  - c. Unattended animals will not be allowed outside the apartment at any time. The member must have their animal under physical control (on a leash not to exceed 8 feet in length, caged or physically held) during all times that the animal is outside the apartment.
  - d. Animals may not be left unattended in an apartment longer than a 24 hour period. Animals will be required to be boarded off the premises when the member is absent for an extended period, (i.e. 24 hours or longer).
  - e. Management will not accept the responsibility for allowing access to the Member’s apartment for the purpose of others to attend to the animal, with the exception of the documented alternative animal contact in emergency situations.
  - f. Animals found unattended in excess of the 24 hour period will be removed from the premises to either the documented alternative animal contact listed on the animal’s registration, or, if the alternative contact cannot assume immediate responsibility for the animal, a local animal control agency/boarding facility will be contacted and boarded at Member’s expense
  - g. Animals are not permitted to be “penned” or “caged” on balconies, patios, or breezeways at any time. No screening, fencing, etc., may be added to any balcony, patio or breezeway area. Animals may not be leashed or tied to any interior or exterior building appurtenance at any time.
  - h. Animals must be restrained from making noise that would disturb other Members quite enjoyment. Barking and/or whining dogs and crying or howling cats will be considered unacceptable behavior of the animal.
  - i. Animals that bite, attack, or demonstrate other aggressive behavior towards humans will not be kept on the premises.
  - j. Should an animal become a nuisance or threat to the health or safety to other persons, Management will require the animal to be removed from the premises.
  - k. Animal must be house trained, in good health with proof of all required immunizations, including rabies, via a veterinarian’s certificate, and must be neutered/spayed and licensed.
  - l. Member agrees to provide an updated health history for the animal described (i.e. proof of immunization and licensing) at least annually and be registered and documented in the member’s file located at the business office.

- m. Member acknowledges that they are responsible for any costs for fumigation, de-fleeing, emergency boarding, cleaning/deodorizing, etc., during occupancy and/or upon resident vacating.
2. ANIMALS NOT PERMITTED:
    - a. DOGS – for example, breeds of canine used for attack or defense purposes such as, but not limited to, Rottweilers, Pit bull Terriers, Doberman Pinchers and German Shepherds, are animals not permitted on this property, unless they have been individually trained to do work or perform tasks for the benefit of a person with a disability (e.g., guide dog), otherwise they are not allowed. (see example of restricted dog breeds)
    - b. EXOTIC ANIMALS – such as, snakes, lizards, iguanas, and other wild animals such as wolves and big cats.
  3. GUESTS AND THEIR ANIMALS: Members are not allowed to have their guests bring their animals, e.g. dogs and other animals as stated above, to visit vacation or board at Eastern Gardens, unless the animal is an assistance or companion animal, (e.g. guide dog for seeing).
  4. ANIMAL POLICY VIOLATIONS: Eastern Gardens determines that a Member has violated a provision of the Animal Policy; a written notice will be issued by management to the Member. The notice will provide the Member with five (5) days to correct the violation or request a meeting with Management to discuss the alleged Animal Policy Violation. Failure to comply with the notice will result in management forwarding a noncompliance letter unto the Board of Directors for their continued action which could result in procedures to remove the Animal or terminate the tenancy of the Member.
  5. REPEATED OFFENDERS: Two or more violations of this Animal Policy/Rules and/or failure to comply with the policies contained herein may result in efforts by Eastern Gardens to terminate the tenancy of the Member with an animal.
  6. COURTESY: Eastern Gardens recognizes that animals can be therapeutic and beneficial for those who enjoy, own, and care for them. However, animals can be threatening to others, who for whatever reasons are fearful of or allergic to animals. Members with animals will exercise common courtesy to other members/residents and staff in dealing with your animal.
  7. EMERGENCIES: In an emergency situation, and the member is not at home, entry can be made immediately, with notice to be given to Member after such entry, stating the reason's for such entry.
  8. MAINTENANCE: Maintenance personnel may refuse to enter member's apartment whose animal has displayed aggressive behavior which may cause harm or threat. Unless the member or member's representative is present to place the animal under control, only then will maintenance personnel enter the apartment.
  9. LIABILITY: Member agrees and assumes personal liability for any potential threat to the health and safety of other members, guests or management personnel in the apartment community and/or physical damages caused to either persons or property while on the premises.

10. **POLICY CHANGES:** Management, at the approval of the Board, reserves the right to alter or amend any of the above stated policies and/or procedures. In the event of an Animal Policy change Management will provide a sixty (60) day notice to all Members with Animals of the proposed change(s).
  
11. **DAMAGES:** The Animal in your care is intended to aid you in attaining major life functions or as companionship. However, we must inform you that, in the event it becomes necessary, you will be required to pay for damages and/or fumigation costs caused by your Animal to your apartment unit, any of the common areas, or animal care facilities, as required.
  
12. **RULES/REGULATIONS:** Member's with Animals are required to comply with all applicable community rules & regulations as stated in the occupancy agreement and by-law. Member(s) challenging the animal/pet policy, such as, quantity, size, and type of animals, and claiming a disability under FHA, Section 504 Reasonable Accommodations, "Assistance Animals" or the Americans Disability Act, the Member must meet the statutory definition of having a "disability".

By your signature below, Member acknowledges (1) receipt of a copy of this agreement, has read and understands the document and further agrees to the conditions set forth above and (2) this addendum is incorporated into the Occupancy Agreement as though fully set forth at length.

The undersigned Member(s) state(s) that he/she has read understands and agrees to comply with the above.

Member: \_\_\_\_\_ Date: \_\_\_\_\_

Member: \_\_\_\_\_ Date: \_\_\_\_\_

Management Representative: \_\_\_\_\_ Date: \_\_\_\_\_