

CHERITON GROVE CORPORATION

**Cheriton Grove Apartments
20 Cheriton Road
West Roxbury, MA 02132**

Pet Policy

The following policy is hereby adopted this ____ day of _____ 2006, which addresses the means by which a new or existing tenant may keep a pet within Cheriton Grove Apartments until such time as they might be superseded by changes issued by the actions of the Department of Housing and Urban Development, the Commonwealth of Massachusetts, the City of Boston, and/or the Cheriton Grove Corporation.

While this policy is approved by the Cheriton Grove Board of Directors authorized representatives, the House Committee, the implementation of this policy has been delegated to the property management company (Management) overseeing the day-to-day operations of Cheriton Grove Apartments.

1. Definition

Pets, for the purpose of this policy, shall be understood to be limited to caged birds, fish, domestic dogs, and litter box trained cats. No other pets are or will be allowed, even temporarily.

2. Ownership

Pets shall be owned by and the responsibility of the resident of the assigned apartment in which the pet is to live.

3. Policies

- a. Management has the right to refuse entry and/or occupancy of a pet to any resident whose past occupancy history indicates that the resident would not be responsible pet owner or any resident who is not able to comply with this Pet Policy and/or building regulations surrounding these pet policies.
- b. Prior to Management's acceptance of a pet for occupancy at Cheriton Grove Apartments, the following procedure will be followed:
 - i. The On-Site Manager will arrange a meeting at his/her office with the pet owner and the pet, so that Management can have an opportunity to see and interact with the pet.
 - ii. The interview process will be used to determine whether or not the pet complies with the size and weight specifications, as well as determining whether the pet's temperament is suitable for the property.

- iii. At the time of the interview, Management will complete a written description of the pet to retain in the resident's permanent file. It is also required that the pet owner supply management with a current picture of the pet to be and also a copy of the pet's most current Rabies Certificate. This will then be placed in the tenant's file.
- iv. Management will utilize this meeting of the owner and pet as part of the decision making process to either accept the pet for occupancy or respond in writing to the pet owner as to why Management has declined the pet for occupancy.
- c. Written proof from a veterinarian is required prior to move-in (and annually thereafter) stating that the pet is in good health, is free of ticks and fleas, is spayed or neutered and is current on all shots and vaccines.
- d. All dogs are to be licensed by the appropriate city of Boston Agency/Department at the time of move-in and annually thereafter.
- e. No more than one pet shall be allowed per apartment unit. (Fish and birds would be limited to one fish tank or one birdcage).
- f. Dog Types, Sizes & Weight
 - i. Dogs will be limited by size and weight, measured and weighed using acceptable American Kennel Club standards. The American Kennel Club standards shall be used as the height and weight at maturity of the breed. A non-documented animal will be assumed to mature to that which shall be determined by management in consultation with a veterinarian acceptable to management.
 - ii. Due to their aggressive behavior and restrictions imposed by insurance carriers, the following dogs are not allowed as pets within Cheriton Grove Apartments: Airdale, Akita, Boxer, Bull Mastiff or Mastiff, Chow, Dalmation, Doberman Pinscher, Giant Schnauzer, Great Dane, Greyhound, Husky (all varieties), Kerry Bull Terrier, Pit Bull Terrier, Rotweiler, Spitz, Staffordshire Bull Terrier, Wolf Dogs, German Shepherd, Persa Canarios, Alaskan Malamutes, or any mixture of the above.
 - iii. Dogs may not exceed 20 pounds and/or 20 inches in height. If the dog is a puppy, then a veterinarian will have to provide documentation as to the expected full weight and height at maturity. The veterinarian may cite the American Kennel Club standards as his/her source of information.
- g. Upon pet acceptance/approval by Management, the tenant shall fill out, sign, and return to Management "**Attachment A**", Pet Request Form, which shall remain in the tenant's file. A copy of "Attachment A" is attached to the back of this policy.

4. **Financial Policies and Responsibilities**

- a. Each pet owner shall be responsible for any and all damage done to his/her apartment, public and/or company owned space, i.e. outdoor structures, indoor/outdoor furniture, public lobbies, corridors, laundry room, elevator, community room and grounds in areas otherwise designated by Management for use of pets.
- b. Damage must be reported to Management **immediately**, and will be the sole cost of the pet owner. Management shall arrange for the necessary work to be completed and invoice the pet owner, which may include a 10% administrative fee.
- c. It is strongly recommended by the Cheriton Grove Corporation that pet owners purchase renters homeowner insurance as a safeguard against property damage or personal injury costs and potential litigation.. It is not a requirement that a pet owner purchase renters homeowner insurance.

5. **Required Proper Care of Pet**

- a. Pet owners shall be responsible for immediate clean up after exercising their dogs.
- b. Dogs **shall only** be exercised in designated areas on the property of the development. Owners shall obey the City of Boston laws and ordinances regarding the disposal of excrement.
- c. Cat litter shall be bagged and tied securely and disposed of in the same manner as other resident trash.
- d. Dogs shall be carried by owner upon leaving apartment door unit outside of building and then must be on a leash at all times outside the tenants apartment. Cats shall be carried by owner at all times when outside the confines of the apartment.
- e. Pets shall not be brought into public lobbies, community room, or other public gathering spaces unless on occasion that from time to time be so designated as a “pet” oriented event.
- f. Emergencies:
 - i. Pet owners must supply Management the name(s) of those individuals with an affidavit of agreement, who will be willing to assume **IMMEDIATE** responsibility for the pet in case of emergency. In case of the lack of ability on the part of the pet owner to maintain his or her pet, the pet shall be removed from the apartment upon notice and be maintained at pet owner’s expense until such time the pet owner is in a position to be able to care for the pet independently.
 - ii. In such emergency cases, where Management cannot, with reasonable effort, reach named “back-up person”, pet owner agrees to allow Management to have pet removed by the city dog officer, other public or quasi-public authority to the veterinarian of Management’s choice and all fees and cost shall be born by pet owner. If the resident has pre-arranged an agreement with a boarding kennel and provided Management with

this information, Management will first try to make arrangements for the pet to be relocated to the boarding kennel.

- iii. In such an emergency, resident, his agent or estate, or family must within five (5) days make arrangements with holder of said pet as to its disposition and shall be responsible for all obligations, financial or other, involved in such disposition.
- iv. Resident pet owner absolves the Cheriton Grove Corporation, their employees, and their authorized agents, including Management, of any or all liability, financial or other, for actions taken on behalf of the pet owner for the well being of the pet.

6. Concerns of Pet Ownership

- a. Any pet that creates a disturbance or interrupts the quiet enjoyment and comfort of the development will not be considered acceptable for apartment dwelling. Any such animal moving into properties owned by or managed by The Community Builders, Inc. Will be asked to leave. If no accommodations can be made, appropriate action will be taken against the pet owner resident.
- b. Sick or injured animals must be IMMEDIATELY taken for veterinary care at resident pet owners expense. No sick or injured pet will be accepted for occupancy without consultation and written acknowledgement of Veterinarian as to condition of pet and ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of Management.

7. Management Prerogatives

- a. Management reserves the right and the authority to make periodic and at will inspections of any or all pet occupied apartments to assure compliance with these rules, regulations and policies. Management will give the resident advance notice of such inspections.
- b. Management reserves the right to prohibit entry into any or all of its buildings, owned or managed, or pet not complying with any or all the above policies, rules and regulations or any such rules and regulations and policies that might be promulgated in the future.
- c. Further, Management will consider any such violation by pets or the pet's owner reason for eviction.

8. Rule Enforcement

- a. Management shall make every effort to assure compliance with the rules and regulations and policies herein or that might in the future be established.
- b. At the first sign or a problem or concern, Management will contact the pet owner to discuss the issue(s) with the resident.

- c. Any or all complaints and/or concerns shall be documented and delivered to resident (except in cases deemed emergency as covered elsewhere – in such instances the documentation shall be maintained and delivered to resident/pet owner or his or her agent) prior to the end of the next working day of the reported incident or incidents.
- d. Failure on the part of the resident pet owner and/or his or her agent to take the necessary and IMMEDIATE steps to correct said concern/complaint or problem shall be considered a breach of pet contract and can result in immediate eviction of the pet.
- e. These rules and regulations pertain only to residents and resident pet owners. They are not to be construed to change long standing policy of **“NO” Visiting Animals Allowed**. Persons visiting the residents shall be the responsibility of the residents.

The Cheriton Grove Board of Directors or their authorized agents, the House Committee, may withdraw this policy at any time and without notice.

Copies of this policy are available through the property management company and are given to each tenant who has a pet.

Policy Adopted by the Cheriton Grove House Committee:

June David
David E. Hajjar – Chairman
Steven Salhaney
William Seaver

For the House Committee:

David E. Hajjar, Chairman

CHERITON GROVE CORPORATION

**Cheriton Grove Apartments
20 Cheriton Road
West Roxbury, MA 02132**

Pet Request Form

Date: _____ Tenant Name: _____
Current Apartment #: _____ Is it a: ____Studio or ____One-Bedroom

I acknowledge that I have received, read, and will comply with all conditions set forth in the Cheriton Grove Corporation's Pet Policy.

I also understand that my Occupancy Agreement/Lease will include the Cheriton Grove Pet Policy, including all its conditions, and that non-compliance, if such behavior occurs, may require the removal of the animal/pet and may be grounds for termination of my tenancy.

I agree that these conditions are necessary to assure that all residents have the right to safe and quiet enjoyment of the premises.

As a pet owner, I agree to indemnify and hold harmless the Cheriton Grove Corporation, their employees, their authorized agents, including Management of this development, from any liability, damage or expense resulting from any actions of my pet and any damage or injury caused by my pet to property or other persons.

I have read the above conditions and agree to abide by them

Resident Pet Owner Signature

Date

Site Manager (Management) Signature

Date