

## HUDSON VIEW EAST CONDOMINIUM PET\* POLICY

This pet policy intends to ensure that all Hudson View East unit owners and unit renters ("residents") and employees can co-exist in a safe, sanitary, and pleasant environment. Additionally, abiding by this policy and completing and submitting the attachment forms will allow for pets to be accounted for in the event of an emergency.

### General Pet Ownership Rules

- a. Residents are responsible for compliance with all applicable city, state, federal and administrative laws and rules, as well as with this pet policy.
- b. Pets, specifically dogs, may not be walked (for the purpose of their daily ritual/exercise) on Hudson View East Condominium property.
- c. Pets must be curbed and may not urinate or defecate on Condominium property.
- d. When outside the apartment, pets must be carried, on a leash or in an animal carrier. Pets may not roam the halls, be tied or chained outside the unit or to Condominium property.
- e. Pet owners are responsible for cleaning up after their pets and must do so immediately.
- f. Pet owners are responsible for any damage directly or indirectly caused by their pets (e.g. a carpet or wall covering is damaged by the cleaning process that resulted from a pet's urination; the replacement cost will be covered by the pet owner).
- g. Pet owners must keep the common areas surrounding their unit free of pet odor, insect infestation, waste, litter, etc.
- h. Pet owners are responsible for ensuring that the rights of other residents to peace, quiet enjoyment, health and/or safety are not infringed upon by their pet's noise, odors, wastes or other nuisance. Nuisance behaviors include, but are not limited to:
  - Unruly pets whose behavior causes personal injury or property damage.
  - Pets that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
  - Pets that relieve themselves on walls or floors or in the elevators.
  - Pets in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash or in a pet carrier.
  - Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
  - Pets that are conspicuously unclean, malodorous or parasite infested.

\*Pet includes dogs, cats, birds and any other live animal that is not human.

## **Pet Registration**

- a. Residents are permitted to have pets, including dogs.
- b. Residents who own one or more pets in their unit must timely register their pet(s) as required by law and must sign and comply with this policy.
- c. To register pets, complete the attached registration form and return it to management with the following:
  - A copy of the current license required by law for each pet; and
  - The name and phone number of a contact person who can be called upon to care for the pet in case of any emergency.

## **New Pets**

In the event that a pet no longer resides in the unit or a new pet is acquired:

- The new pet must be registered promptly with management in accordance with this Pet Policy, and in any event within seven (7) days after the pet is brought to Hudson View East Condominium property.
- If a pet no longer resides in the unit, management must be promptly notified.

## **Visiting Pets**

Residents are responsible for any damage or infraction caused by a visiting pet.

## **Stray Animals**

Stray animals may carry diseases and/or may be vicious. Residents are prohibited from feeding or harboring any stray animal(s).

## **Violations & Enforcement**

### **a. Notification:**

Any resident or Hudson View East employee who observes an infraction of any of these rules shall politely discuss the infraction with the violator in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the managing agent.

The pet owner will receive written notice of the violation. The violation may result in a fine or other enforcement action. The Board of Managers also has the authority to assess and collect amounts necessary to repair or replace damaged areas or objects.

### **b. Fines:**

A fine may be imposed upon a resident for violation of these rules by the resident or any member of their household, and any guest or visitor to their unit.

The fines shall be \$100.00 for a first violation, \$250.00 for a second violation and \$500.00 for a third or further violation. In the event of a violation, a written notice

will be provided to the resident setting forth the provision of this Pet Policy violated and the amount of any fine imposed. The fine will become immediately due and payable.

c. Appeals:

Fines are not subject to challenge unless, within seven (7) days after the aforesaid notice is given to the resident, the resident disputes the fine by written notice to the managing agent.

The notice of dispute shall be accompanied by such documents, written statements and other evidence the resident considers relevant to the appeal. If notice of dispute is timely given by the resident, the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the managing agent, which shall also conduct an investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine.

If the managing agent determines that the fine is valid and justified, it shall report its conclusion to the Board of Managers, which shall thereafter determine whether the imposition of the fine will be upheld. The Board of Managers shall give notice to the resident of its determination. If the fine is upheld, it shall thereupon become immediately due and payable.

- d. Each day that a violation continues after notice of the violation is given to the resident shall constitute a separate and distinct violation of this Pet Policy.
- e. The Board of Managers may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the Hudson View East community, its residents, guests and/or employees. Non-payment of fines imposed in accordance with the foregoing procedure is also grounds for requiring removal.
- f. If it is determined that a pet must be removed, the pet owning resident will be given 30 days to remove the pet from the premises, unless the Board determines, in its discretion, that immediate removal of the pet is required in order to protect the health, safety and/or welfare of the Hudson View East community, its residents, guests and/or employees.

### **Indemnification Clause**

Pet owning residents shall indemnify Hudson View East Condominium, its Board of Managers, Managing Agent, and their respective agents, employees and assigns, and hold them harmless against any loss or liability arising from their pet.

### **Policy Amendments**

The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time.

I, \_\_\_\_\_, resident of 250 South End Avenue, Unit # \_\_\_\_\_ have read the foregoing and fully understand what is expected and required of me as a pet owner and/or non-pet owning resident.

I agree to comply with all of the above stated and agree to hold harmless Hudson View East Condominium, its Board of Managers, Managing Agent, and their respective agents, employees and assigns from any actions or incidents involving my pet(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HUDSON VIEW EAST CONDOMINIUM PET REGISTRATION**

**250 SOUTH END AVENUE UNIT #\_\_\_\_\_**

**IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:** \_\_\_\_\_  
NAME PHONE #

DOG #1	NAME	BREED	COLOR	SIZE/WEIGHT
DOG #2	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #1	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #2	NAME	BREED	COLOR	SIZE/WEIGHT
OTHER PET	NAME	ANIMAL TYPE		
OTHER PET	NAME	ANIMAL TYPE		

**PLEASE ATTACH THE FOLLOWING FOR EACH PET:**

- 1. COPY OF CERTIFICATE OF INOCULATIONS
- 2. COPY OF DOG LICENSE