

ARROWWOOD HILLS COOPERATIVE PET POLICY, RULES AND REGULATIONS

Members are allowed to keep pets in the Cooperative premises. It is the Members' responsibility to read and be familiar with the rules and policies pertaining to the type of pet(s) allowed and local ordinances pertaining to pet ownership. Members who keep pets on the Cooperative premises shall abide by the following enacted rules and regulations. Members that habitually violate this Pet Policy, Rules and Regulations, (i.e., three (3) or more times) may be subject to termination of occupancy rights. The following categories of pets are regulated in the manner set forth below:

- a) Contained and non-dangerous pets: pets which could not cause damage to the health or safety of Arrowwood Hills Cooperative Members due to normal characteristics or habits of the species, and which are contained in a cage, tank, or other restricting container. This category includes dogs and cats which do not fall under subcategories b), c), d) and e), birds, small rodents, fish, and rabbits. Other non-dangerous though not necessarily contained pets include non-aggressive dogs and cats. Rabbits shall not be housed outdoors and will be subject to the same regulations listed under this pet policy for dogs and cats.
- b) Contained, exotic and/or potentially dangerous pets: pets defined as "exotic" in accordance with applicable local ordinances, and/or pets contained in a cage, tank or other restricting container which have normal physical characteristics or habits of animals defined as exotic, and/or that might pose a danger to the health or safety of Arrowwood Hills Cooperative Members if accidentally released. This category includes venomous snakes, insects, constrictors, piranhas, pot belly pigs. The examples given are illustrative but not restrictive.
- c) Aggressive dogs or cats: An aggressive dog or cat is one who, while on or off Arrowwood premises makes — or repeatedly attempts to make — negative physical contact with any person or any animal. "Negative physical contact" is that which is potentially harmful or dangerous to persons or pets. Some examples might be, but are not limited to, the following:
 - Snapping
 - Growling
 - Baring Teeth
 - Charging or Lunging
 - Raising Hackles
 - Biting
 - Scratching and/or clawing another person or animal
 - Any breed of dog or cat known to be aggressive toward another person and/or another animal in accordance with breed standards

established by the American Kennel Club and/or the United Kennel Club.

Any Member who believes she or he experienced or witnessed an act of dog or cat aggression may fill out a written complaint, which must be signed, dated and presented to the Management Agent.

- d) Dangerous or potentially dangerous pets: attack-trained dogs, monkeys and cats other than domesticated housecats including but not limited to the following prohibited breeds of dogs:
- (i) Rottweilers: Rottweiler shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for Rottweilers.
 - (ii) Akitas: Akita shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for Akitas.
 - (iii) Pit Bulls or Pit Bull Terriers: Pit Bull or Pit Bull Terrier shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or substantially conform to the breed standards established by the United Kennel Club for American Pit Bull Terriers.
 - (iv) Dobermans: Doberman shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
 - (v) Chow Chows: Chow Chow shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
 - (vi) Shar-Pei: Shar-Pei shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
 - (vii) Perro de Presa Canario or “Canary Dog”: Perro de Presa Canario or “Canary Dog” shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club; or substantially

conform to the breed standards established by the United Kennel Club
and/or the Canadian Kennel Club.

- (viii) Wolf and wolf hybrids: Wolf and wolf-hybrids "Wolf hybrid" means an animal which is the progeny or descendent of a domestic dog (*Canis familiaris*) and a wolf (*Canis lupus* or *Canis rufus*). "Wolf hybrid" also means any animal that is advertised, registered, licensed or otherwise described or represented as a wolf hybrid by its owner, or an animal which exhibits primary physical and/or behavioral wolf characteristics.
- (ix) Bull Mastiff: Bull Mastiff shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
- (e) Animals Exceeding a full grown height of 14 inches measured from floor to the withers. (See Fig-1 below).



GENERAL RULES:

1. All pets are subject to applicable local ordinances and must be expressly approved by the Arrowwood Hills Cooperative Board of Directors via the granting of a Arrowwood Hills Cooperative Pet Permit prior to obtaining the pet. The Processing Fee per household pet is \$100 (maximum of two pets). This Pet Processing Fee is a one-time assessment that helps defray the cost of allowing animals on-site (rules, paperwork and enforcement

actions). The Processing Fee does not cover any cost of damages your pet may cause either inside or out. The processing fee is for the life of your pet. Any new pet will be subject to a new processing fee. Registered Service Animals¹ as defined under the Americans with Disabilities Act (ADA) are not defined as “pets” and are otherwise exempt from the Pet Processing Fee. Approved Emotional Support Animals² are also exempt from the Pet Processing Fee. Members maintaining a Registered Service Animal or an Emotional Support Animal on Arrowwood Hills Cooperative premises will remain responsible for annual registration requirements, any costs associated with damages caused by his/her Service Animal, and violations of this Policy. Companion animals, however,

Footnotes

1 Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. See 28 CFR § 35.104.

2 While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities. 2014, S.A.C. (2017) *The ADA*.

Available at: <https://adata.org/publication/service-animals-booklet> (Accessed: 16 January 2017).

An emotional support animal is an animal (typically a dog or cat though this can include other species) that provides a therapeutic benefit to its owner through companionship. The animal provides emotional support and comfort to individuals with psychiatric disabilities and other mental impairments. The animal is not specifically trained to perform tasks for a person who suffers from emotional disabilities. Unlike a service animal, an emotional support animal is not granted access to places of public accommodation. Under the federal Fair Housing Act (FHA), an emotional support animal is viewed as a "reasonable accommodation" in a housing unit that has a "no pets" rule for its residents. F, R. (2015) *Full title name: FAQs on emotional support animals*. Available at: <https://www.animallaw.info/article/faqs-emotional-support-animals#s2> (Accessed: 16 January 2017).

ARROWWOOD Proposed Pet Policy, Rules
and Regulations April 3, 2017

- must be medically prescribed, Board approved and comply with the Cooperative's Companion Animal Policy.
2. Pets in categories (b), (c), (d), and (e) are not allowed. Enforcement of provision (e) shall be prospective to all new members or new pets for existing members.
 3. No attack dogs or other animals considered dangerous or aggressive as set forth above shall be permitted upon the premises. At no time will any animal be trained to attack people or other animals.
 4. No more than two (2) pets are permitted per unit, excluding fish in a tank. (Example: one dog and one cat; two dogs; two cats).
 5. Prior approval from the Arrowwood Hills Cooperative Board of Directors must be in writing stating that permission to have the animal in the Cooperative premises was approved. The permit to acquire an animal will be valid for 90 days and must be followed up with proper registration as stipulated by applicable local ordinances and Arrowwood Hills Cooperative Rules and Regulations. **ALL new pet owners are subject to a six-month probation period**, during which time, any complaint letter is received by Arrowwood Hills Cooperative, the Member's pet privileges may be revoked, and/or the Member may be fined.
 6. Dog and cat license numbers must be recorded on the pet registration form. Upon registration, proof of appropriate core vaccinations must be supplied. (Cats – Rabies, Feline Distemper, Feline Calicivirus, Feline Viral Rhinotracheitis; Dogs—Rabies, Canine Influenza Virus, Parvovirus, Canine Hepatitis; or any other inoculations for communicable diseases as recommended by the Arrowwood Hills Cooperative Management on the advice of State and local health authorities.).
 7. The pet (dogs and cats) should not be allowed out of the Member's unit except when accompanied by a responsible person and restrained by a maximum six foot leash. A responsible person is an individual who is able, ***both physically and by voice***, command/control the pet while on a leash.
 8. All animals must be indoor pets. Doghouses or other outside living quarters for animals are not allowed.
 9. The member is responsible for providing Management with the following information and documents which are to be kept on file in the Member's file:

ARROWWOOD Proposed Pet Policy, Rules
and Regulations April 3, 2017

- (a) a color photo and identifying description of the animal;
 - (b) attending veterinarian's name, address and telephone number;
 - (c) All pets must be licensed with proper vaccinations and registered with the Township. This proof must be submitted on an annual basis by submitting a completed Arrowwood Hills Cooperative Pet Registration Form on July 1st of each year. Animals not required to be licensed will still have to be registered with the Cooperative. Members already owning pets with local licenses must register those pets with Arrowwood Hills Cooperative. Members owning pets that are not licensed and are by local ordinance required to be licensed, must license the pet and register it.
 - (d) dog and cat licensing certificates in accordance with local and state law;
 - (e) emergency contact information in case the member is unable to care for the animal. This should be someone who can take custody of the animal.
 - (f) emergency boarding accommodations contact information
 - (g) The Member is responsible for keeping Management informed of any change of information. Failure to register your pet and or timely supply information will result in the assessment of fines and or termination of pet privileges, and/or termination of membership and occupancy.
- 10. The Member is responsible to **IMMEDIATELY** remove all deposits his/her pet makes on Cooperative grounds. The Member will be charged a \$50.00 administrative clean-up fee if it becomes necessary for the Cooperative to remove pet deposits. Members in possession of a registered guide dog should arrange to have pet deposits cleaned in accordance with this policy. Litter boxes are to be emptied regularly and “double bagged” into the dumpster. Your home and yard should be odor free.
 - 11. The Member will be responsible for any personal injury and/or damages caused by his/her pet including but not limited to, sod, foliage, and structural (internal/external) damage.
 - 12. Animals causing annoyances or disturbances to Members by frequently and habitually barking, howling, yelping, or making other loud noises will not be tolerated. The Member will not permit a pet to make excessive, continual or unreasonable noise that will disturb other Members.

13. **The Member shall not allow his/her pet to run free in Arrowwood Hills Cooperative. The Member shall not chain his/her pet to any building facility, fences, trees or bushes so that the pet extends past Member's own patio area. Pets may not be chained/leashed on common ground.**
14. **NO BREEDING OF ANY TYPE IS PERMITTED.** Absolutely no breeding of animals is permitted at any time. Pets shall not be kept, bred, or used for any commercial purposes. If a litter is born to a pet, the Member will be issued a written warning of violation and directed to reduce the total number of pets owned to two (2) within three (3) months. In the event a Member breeds his or her animals and has been previously issued a warning, said Member will be fined, and/or his or her pet privileges revoked, and/or his or her occupancy and membership may be terminated.
15. If a pet problem cannot be resolved by mutual understanding, the complaint procedure should be followed.
16. **The feeding of wild animals is prohibited.**
17. Pets belonging to guests of Members are subject to this Pet Policy. Failure to abide by these rules regardless of whether the Member owns the pet will result in the assessment of a fine to the offending Member Unit.
18. Should there be any sign of fleas and or other pest infestations, the Member will immediately use an accredited pest control company to fumigate the unit. If an infestation spreads to other units in the immediate vicinity of the Member's unit, the Member shall be responsible for the fumigation of each affected unit. Members are advised to maintain his or her pets on flea/pest preventatives.
19. Members shall provide a safe environment inside his or her dwelling unit by restraining, crating/caging or removing his or her pet(s) when agents/employees acting on behalf of Arrowwood Hills Cooperative enter the dwelling unit for purposes of inspections or regular maintenance issues.
20. The Member is required to secure appropriate renter's insurance which includes coverage for personal liability and/or other similar pet liability insurance and indemnify Arrowwood Hills Cooperative and its agents against pet-related litigation and/or attorney's fees. Member shall provide a copy of his or her certificate of insurance to Arrowwood Hills

Cooperative and same shall be kept in the Member's file. Member shall provide a copy of his or her certificate of liability insurance thereafter on an annual basis or at such different times as may be requested by Arrowwood Hills Cooperative. Failure to maintain proper insurance coverage may subject the Member to a fine and/or revocation of pet privileges. Continuous and repeated violations may result in termination of membership and occupancy.

21. Any violation by a Member of State and local laws applicable to pet/animal ownership, incorporated herein by reference, will be deemed a violation of this Policy.

COOPERATIVE ENFORCEMENT:

Any Member with a complaint against another Member/pet owner must first submit a written complaint to Management in accordance with Arrowwood Rules and Regulations. Management will meet with the offending Member and verify the complaint upon the submission of a signed and written complaint ONLY.

Failure to pay fines, violation of State and local laws, failure to obey a removal order, or in any other way violate this Policy, may result in one or more of the following fines** and occurrences:

1. **FIRST VIOLATION** - Warning without a fine;
2. **SECOND VIOLATION**** - \$100.00 fine assessed to the offending member's account along with a final written warning and the member will be required to appear before the Board of Director's for determination as to why the member's pet privileges should not be revoked;
3. **THIRD VIOLATION***** - \$100.00 fine assessed to the offending member's and the member will be subject to termination of his or her membership and occupancy with Arrowwood Hills Cooperative.

****FINES ARE CUMULATIVE.** Members, you are responsible for your children, family members and your guests. Infractions of the Pet Policy will be acted upon. **FINES SHALL BE PAID WITHIN THIRTY (30) DAYS OF ASSESSMENT.**

***Any member n receipt of a "Second Notice and Final Warning" violation must appear before the Board for presentation of an explanation. An eviction notice may be issued simultaneously

ARROWWOOD Proposed Pet Policy, Rules
and Regulations April 3, 2017

with the Third Notice of Violation and fine. There will be no other warnings given an offending member so please adhere to this pet policy, the Cooperative governing documents and the rules and regulations of Arrowwood Hills Cooperative carefully.

Policy Adopted: _____, 2017

MEMBER/OCCUPANT PET POLICY ACKNOWLEDGEMENT

By signing below, you acknowledge receipt of the foregoing Pet Policy on the date stated below. You further acknowledge that your signature indicates that you have read and understand the contents of the policy and that you agree to adhere to same.

Dated: _____

Signature Member/Occupant (Circle One)

Signature Member/Occupant (Circle One)