

The Artesian Pet Policy

1.01 Introduction- Pet Deposit is \$300.00 per pet due upon signing agreement.

This policy sets forth requirements related to residents who wish to keep common household pets, such as dogs and cats, in their Artesian units. All residents who desire to keep a pet must obtain the prior approval of The Artesian and only do so in accordance with the procedures set forth in this Pet Policy and Pet Procedures.

1.02. Assistive and Medically Necessary Companion Animals for Seniors and Residents with Disabilities.

- A. As a reasonable accommodation to individuals with disabilities, this Pet Policy does not apply to animals that are verified to be medically necessary as an assistive or companion animal needed by persons with disabilities. However, the need for such animals must be verified by a qualified medical practitioner.
- B. Persons with disabilities will still be required to document that their animals are healthy and have received all legally required inoculations. In addition, persons with disabilities must be able to care for their animals and keep them and their units in safe and healthy conditions.

1.03. Policy Statement

1. Pet ownership by The Artesian residents is subject to the reasonable requirements and limitations as described in this policy. It is the resident's responsibility and obligation to read and follow these rules and regulations. This Policy expands upon the provisions contained in the Master Deed.
2. Dog and Cat Ownership: No more than two (2) dogs, cats or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purposes and do not weigh more than thirty-five (35) pounds each, except for those animals described under Section 1.02. Animals in elevators or common areas must be kept on a short (not to exceed 6 feet) non-extendable leash at all times, except in the enclosed dog park. Owners are individually responsible for cleaning up after their pets. All dogs must use designated areas on property that have allowances for pets. Please refer to property map. Dogs are not permitted in any other common spaces of property. Any pet causing or creating a nuisance or unreasonable disturbance can be removed permanently from the property upon three (3) days written notice from the Board of Directors.
3. Birds and Fish Ownership: The Artesian approval is required for common pet birds in a cage or fish in an aquarium. The number of birds in a unit shall not exceed two (2). A Unit Owner shall be responsible for any damage caused by leakage from the fish tank.
4. Pets Not Permitted: Exotic animals and livestock are excluded from The Artesian property. There are no exceptions.
5. Pets shall be kept in the pet owner's Unit and not on the balcony or patio.
6. No dog houses will be allowed on the premises.
7. Dishes or containers for food and water must be located within the owner's Unit. Food and/or table scraps, shall not be deposited on the owner's porches, yards or balconies
8. Residents will not feed or water stray animals or wild animals.

9. Pets will not be allowed in the interior common area, or around the pool. Dog owners are to use dog park or other noted dog-friendly areas as designated space for dog waste area.
10. Every pet owner will be responsible for proper disposal of fecal waste of the pet. The excrement of any animal curbed on The Artesian property must be removed and disposed of properly and immediately. Failure of the pet owner to remove and dispose of pet waste may invoke a \$100.00 charge to the offending pet owner from management to remove such pet waste. Repeated violations of this ordinance by the pet owner will be cause for removal of the pet.
11. Owners are required to make sure their pets do not make noise that interferes with their neighbors' peaceful enjoyment of their Unit or disrupts the peace of The Artesian. Continued violation of this ordinance by the pet will be cause for removal of the pet.
12. Pet owners are liable for any damage caused by their pet including the cost of exterminating for fleas or other in-home pests or carpet cleaning necessary because of such pet.
13. While pets are outside of the Unit and in The Artesian common areas (e.g. elevators, corridors, lobby, garage, etc.), they must be kept on a leash, carried in the resident's arms or in an appropriate animal carrier, so as not to annoy other residents.
14. A pet that bites or attacks a resident or a Artesian employee shall be required to be removed from the property immediately.
15. Visitors (non-residents) on The Artesian property are not allowed to have or to bring pets onto the Property.
16. ALL PETS MUST BE REGISTERED WITH PROPERTY MANAGER and provide city dog license information and proof of vaccinations.

1.04 Pet Policy Violation Procedure Violation of this Pet Policy two (2) times within a twelve (12) month period will be grounds for removal of the pet. Fines for violations of the pet policy may be levied at any time a violation occurs.

1.05 Notice of Pet Policy Violation: When The Artesian determines that a pet owner has violated one or more of these rules, it will serve a Notice of the Pet Policy violation to the pet owner. The Notice of pet violation shall contain a brief statement of the factual basis for the determination and the Pet Policy alleged to be violated. The Notice shall state that the pet owner has ten (10) days from the date of the notice (i) to correct the violation (including, in appropriate circumstances, removal of the pet) (ii) to make written request for a meeting to discuss the violation (iii) failure to abide by policy rules or to correct violations that are correctable within deadline will result in fines of \$100 per violation.

1.06 Pet Policy Violation: The Artesian and the pet owner shall discuss any alleged Pet Policy violation and shall attempt to correct it and reach an understanding as to future actions. As a result of the meeting, the Artesian may give the pet owner additional time to correct the violation, if The Artesian deems appropriate in its sole discretion.

1.07 Notice of Pet Removal If the pet owner and The Artesian are unable to resolve the Pet Policy violation, and The Artesian determines that the pet owner has failed to correct the Pet Policy violation within the time provided for this purpose, The Artesian shall send the resident a Notice requiring the pet owner to remove the pet. This Notice shall state that the pet owner must remove the pet within ten (10) days of the Notice and state that the failure to remove the pet will result in a \$100.00 per day fine for each day beyond the date established for the removal. The fine shall be paid within 3 days of Notice of the fine. The HOA shall have the right to place a lien on the owner's

unit if the fine is not paid within 3 days of Notice. If the owner has not removed the pet within 5 days of the Notice, The Artesian shall have the right to cause the pet to be removed from The Artesian.

1.08 Protection of the Pet If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, The Artesian shall contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet. If the responsible party or parties are unwilling or unable to care for the pet, The Artesian may contact the appropriate Animal Control Authority or Humane Society and request the removal of the pet. If The Artesian is unable to contact the responsible parties despite reasonable efforts, The Artesian may enter the pet owner's Unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner. The Artesian shall be fully protected in taking such action and entering the Unit.

1.09 Nuisance or Threat to Health or Safety

Nothing in this policy prohibits The Artesian or the appropriate City or County Authority from requiring the removal of any pet from the property if the pet's conduct or condition is reasonably determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the safety of other occupants in The Artesian community.

1.10 Application of Rules

Pet owners will be responsible and liable for any and all bodily harm to other owners, guests, employees of The Artesian or employees of the management company. Destruction or damage to personal property belonging to others or to The Artesian caused by an owner's pet will be the financial obligation of the pet owner.

Pet's Name	Type/Breed	Color	Sex- Is pet fixed?	Weight (lbs).
			M or F Yes___No___	
			M or F Yes___No___	

I have submitted vaccination records_____ My pet has a collar to identify owner_____
Initials Initials

This agreement is reviewed, understood and agreed upon as of the ____ day of _____,
20_____.

Owner

Unit Number

