

THOMAS BEAN TOWERS PET POLICY

JANUARY 2006

In accordance with Federal regulations, Thomas Bean Towers, L.P. (hereinafter the “Owner” or “Landlord”) and its agent the Housing Authority of the City and County of Denver (“Management”) will permit pet(s) in Thomas Bean Towers (“Bean”). No exotic, wild or dangerous animals, snakes or any other animal not permitted in residential apartments by state or local laws, ordinances or this policy may be kept by residents.

Residents are permitted to keep no more than 1 dog or 1 cat per apartment. This policy does not apply to assistance animals that assist persons with disabilities, because assistance animals are not pets. Individuals requiring an assistance animal must request a Reasonable Accommodation pursuant to the Reasonable Accommodation Policy (“RAP”).

I. APPROVAL

A. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from Management must be received, PRIOR to admittance of pet(s) into the apartment. The Resident will be required to complete the following forms:

1. Pet Information (see Exhibit A)
2. Pet Agreement (see Exhibit B)
3. Veterinarian Certification (see Exhibit C)

The Resident and Management must enter into a "Pet Agreement" (Exhibit B). In addition, the Resident must provide proof of the pet's good health and suitability under the standards set forth in these rules and regulations. For dogs and cats, proof of the animal's licensing and vaccination record, in accordance with state and local laws, etc., must be given to Management prior to the dog or cat being brought into the apartment. The licensing and vaccinations must be renewed at the time of Resident's re-examination or at least annually. Cats and dogs must be neutered or spayed. Proof of spaying or neutering must also be submitted to Management before the pet is brought into the apartment. Cats may be required to have front paws declawed. All licenses and tags must be current.

B. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and be certified by a veterinarian licensed to practice in the State of Colorado.

All Residents shall attach a tag to the dog's or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog or cat shall wear the collar at all times.

II. DEFINITIONS

"Pet" shall mean a domestic and common household animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, Landlord does not permit residents to own, possess or keep wild or dangerous animals, as determined by Management in its sole and absolute discretion, or as defined in the Denver Revised Municipal Code, Section 8-2 (Keeping wild or dangerous animals prohibited). By way of example and not limitation, Management considers any pit bull, Rottweiler, or mix including either of these breeds, to be dangerous

animals and they are not permitted on Bean property. Common household pet shall not include ferrets, monkeys, snakes or other reptiles other than turtles.

“Assistance Animal” shall mean, an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability. Federal regulations require Bean to allow, as a reasonable accommodation, a qualified person with a disability to own and keep an “assistance animal” (also referred to as a service animal or companion animal) on Bean’s premises. An assistance animal is not considered a pet and therefore is not subject to Bean’s pet policy. All individuals requesting an assistance animal must request an accommodation, in compliance with the Reasonable Accommodations Policy, as modified from time to time.

“Dangerous dog” shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals, or any dog that attacks or bites any person or domestic animal, or is otherwise determined to be dangerous by Management, in its sole and absolute discretion.

“Excessive Noise” shall be defined as loud and persistent or habitual barking, howling or yelping.

“Common area” shall mean any area to which all residents have access, and is not under the direct control of any individual resident.

“Public area” shall mean any area to which the public has access, and is not under the direct control of any individual resident.

“Running-at-large” shall be defined as:

- a) Not on the premises of the Resident’s apartment and not controlled through the use of a leash, cord, or chain held by the Resident ; or
- b) On the premises of the Resident, but confined in such a way as to allow the animal to have access to the public right-of-way.

III. PET DENSITY

- A. No more than one dog or one cat may be kept in any apartment.
- B. No more than two small, caged birds may be kept in any apartment.
- C. An aquarium for fish may not exceed ten (10) gallons.
- D. No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any apartment. Small animals must be kept in a cage at all times.

IV. SIZE

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

V. PET DEPOSIT AND FEE

- A. All Residents who own pets must pay a Pet Deposit, equal to their TOTAL RESIDENT PAYMENT (RENT) with a minimum of \$50.00, but not to exceed \$100.00.

EXAMPLE:

- A. Rent is \$123.00, pet deposit is \$100.00
 - B. Rent is \$83.00, pet deposit is \$83.00
 - C. Rent is \$25.00, pet deposit is \$50.00
- B. This Pet Deposit is in addition to the standard rental security deposit. This deposit shall be maintained in a separate account. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the Resident will be required to reimburse Landlord for the actual cost of any and all damages caused by his/her pet where the costs exceed the amount of the pet deposit.
- C. Upon move-out, apartments occupied by a cat or dog will be inspected by the Management for any infestation or other damage resulting from the pet. If the apartment is found to be infested, the extermination charge will be the responsibility of the Resident. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the Resident will be billed for the excess amount, which Resident must pay within 30 days of receipt of the final statement for move-out charges. The Resident is permitted, and encouraged, to be present for any and all inspections of their apartment.

VI. PET RULES

A. Dogs, Cats and Other Animals

1. Dogs, cats and other animals shall be maintained within the Resident's apartment. When dogs or cats are moved through the building, they must be moved from the apartment to the nearest outside exit. When dogs or cats are outside of the apartment, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Pets are not allowed in public lobbies, common rooms, TV lounges, laundry rooms, or other public gathering places.

Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog or cat shall be deemed running loose when it is on the premises of the Resident, possessor or keeper, but is confined in such a way as to allow the dog or cat to have access to the public right-of-way, or is outside the apartment and is not on a hand-held leash.

2. The apartment must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the dumpsters. Under no circumstances should any waste be stored in the apartment.
3. Resident agrees to be responsible for immediately cleaning up any waste, dirt, etc., caused by their pet in the common area, public right-of-way, and their apartment. Resident shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container and disposed of immediately.
4. If Management has to remove any pet waste from the Resident's apartment or other area, which is for the exclusive use of the Resident or from the common areas, a twenty-five dollar (\$25) charge will be made per removal. Repeated violations, three (3) in a one-year period, will necessitate the Resident removing the pet permanently from the premises. Failure to comply may result in termination of the Resident's Lease.
5. BEAN IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE RESIDENT. BEAN ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT. IT IS RECOMMENDED THAT RESIDENT PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.
6. Resident agrees to control the noise of their pet(s) such that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.

7. No dog or cat shall be left unattended in any apartment for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.
8. Resident shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than the limits indicated in #7 above will be reported to the appropriate authority and removed from the premises at the Resident's expense.
9. Resident shall submit to Management the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the Resident, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibility, the Resident authorizes Management to contact state or local authorities, to enter the apartment, remove the pet and place it with such authorities. Management will inform the Resident where the pet has been placed. Resident will have to arrange for return of the pet. Management will not be responsible for the well-being of the pet or any costs incurred, and all such charges will be paid by the Resident.
10. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. The Resident shall not bury the pet on Bean property or dispose of it in any manner inconsistent with local ordinances.
11. In the event of the death of the pet while the Resident is unable to care for the pet, the Resident agrees that Management shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to Management in advance by the Resident. Charges for disposal shall be assessed to the Resident as damages and will be deducted from the pet deposit.
12. Resident acknowledges that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The Resident, therefore, agrees to exercise common sense and common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises.

If using common laundry facilities, it is recommended that the Resident run an additional wash cycle and clean out all filters before leaving the laundry room.

13. After proper written notification, Management may require the removal of the pet from the premises on a permanent or temporary basis, in Management's sole discretion, for the following reasons, by way of illustration not limitation:
 - a. Excessive pet noise or odor after being advised by Management.
 - b. Unruly, intimidating or dangerous behavior.

- c. Excessive damage of the Resident's dwelling apartment and/or development common areas and/or neighbor's property or property of people living in the immediate vicinity of the property.
- d. Repeated problems with the pet or any infestation.
- e. Failure of the Resident to provide for adequate care of a pet.
- f. Leaving a pet unattended for more than the allowed time period.
- g. Failure of the Resident to provide adequate and appropriate vaccination of the pet.
- h. Resident's death, serious illness and/or refusal to care for the pet.
- i. Failure to properly clean up after the pet.

Failure to remove the pet will result in a fine of \$50 per day and may result in termination of the Resident's Lease. After removal of a pet from the premises pursuant to this paragraph, Management may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on pet ownership by the Resident.

- 14. In the event of an emergency, the Resident gives Management permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:
 - a. Pet becomes vicious.
 - b. Pet displays symptoms of serious illness.
 - c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a Resident, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.
- 15. With the exception of an assistance animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering Bean property.
- 16. "Pet sitting" is not permitted for any pet not already residing within Bean and meeting the requirements of this pet policy, state law, or local laws and ordinances. Specifically, Residents may not provide "pet sitting" in their apartment if it would result in the Resident having more than the allowed number of pets in the apartment.

B. Birds

- 1. Birds must be kept caged at all times.
- 2. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the dumpster. Litter shall not be flushed down the toilet.

C. Fish

1. The aquarium shall not exceed ten (10) gallons and shall be placed on an appropriately sized stand in a safe location within the apartment.
2. Water damage to walls, carpets, flooring or the ceiling of the apartment below caused by breakage of or spillage from the aquarium shall be the responsibility of the Resident who shall be billed for actual repair costs, as required.

D. Other Animals

1. Animals of the rodent family (i.e., hamsters and gerbils) must be kept caged at all times.
2. Cages must be kept clean.
3. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

VII. NOTIFICATION POLICY

In the event that any Resident violates the pet rules set forth in paragraph VI above, Management shall provide written notice of such violations as follows:

A. Creation of a Nuisance

The owner of any pet which creates a nuisance within, on or around the development and/or neighborhood or causes excessive noise, odor, running-at-large, unruly or dangerous behavior (as discussed below) shall be notified of such nuisance, in writing, by Management and shall be given three (3) calendar days to correct such nuisance.

If any animal is found running-at-large on Bean property, Management will call the municipal animal shelter/animal control to impound the animal pursuant to the Denver Revised Municipal Code. Management may also catch any animal found running-at-large on Bean property and contract animal control to impound the animal.

Resident shall not allow any pet to destroy, damage, or injure any shrubbery, plants, flowers, grass, lawn, fence or anything whatsoever upon the premises.

Failure to comply may result in removal of the pet and/or termination of the Resident's Lease. If the Resident disagrees with such an action, they may request a hearing in accordance with the Grievance Procedure.

B. Dangerous Behavior

1. Management shall determine what behaviors are considered dangerous, in its sole and absolute discretion. Management shall provide written notification to the Resident of dangerous behavior and the Resident shall have three (3) calendar days to correct the animal's behavior. It is the responsibility of the Resident to correct the violation. Failure to comply may result in the removal of the pet and/or termination of the Resident's Lease. If the Resident disagrees with such an action, they may request a hearing in accordance with the Grievance Procedure.

2. Any pet which "attacks" any resident, guest, staff member, neighbor or other person shall be immediately removed from the premises by Management without prior written notice to the Resident of the action and location of the pet. "Attack" shall mean violent or aggressive physical contact with a person or animal, or violent or aggressive behavior that confines the movement of a person, including, but not limited to, chasing, cornering, or encircling a person.

VIII. INSPECTION POLICY

A. Management is hereby given permission to enter the Resident's apartment for the purpose of inspection if a signed written complaint is received by Management, or if Management feels the behavior or condition of the pet(s) or Resident warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the Resident (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given to the Resident at such emergency entry, giving the reason for such entry.

B. Resident must be available to physically control his/her pet during the times when Management, agents of Landlord or others must enter the apartment to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the Lease.

AFFIDAVIT

I have read and understand the Thomas Bean Towers Pet Policy, Pet Agreement, Pet Information and Veterinarian's Certification of Thomas Bean Towers and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by Management to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

_____ Apartment Number _____
Resident

Resident

Address

The above-named Resident(s) has read and signed the rules in my presence.

MANAGEMENT

Title

EXHIBIT A
Pet Information – Dog/Cat

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to Management. Resident must receive written approval from Management before the pet is permitted on Bean premises and/or in the Apartment.

Name of Owner(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Pet Description: Name _____

Breed _____

Age _____

When Full-Grown: Weight _____ Markings _____

Height _____

License No. _____ Tag Info. _____

Collar: Yes _____

Picture of Pet: Yes _____

If your pet is a cat, has it been declawed? Yes _____ No _____

Is dog/cat neutered/spayed? Yes _____ No _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Parties to assume responsibility if you are unable to do so:

(1) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

(2) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

[END OF EXHIBIT A]

EXHIBIT B
PET AGREEMENT

This agreement is entered into this day of _____, 20 , by and between Thomas Bean Towers, L.P. (“Landlord”) and

_____ (“Resident”),
Print Name

collectively referred to as “the Parties.” In consideration of their mutual promises the Parties agree as follows:

1. Resident desires and has received permission from Landlord to keep the pet named and described as _____ in the apartment.
2. This Agreement is an Addendum to and is hereby incorporated by reference and made a part of as thought expressly written therein, to each and every Lease executed between Landlord and Resident. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, Resident agrees, upon written notice of default from Landlord to cure the default within the stated time and/or remove the pet and/or vacate the premises. Resident agrees that Landlord may revoke the permission to keep said pet on the premises at any time by giving Resident written notice.
3. Resident agrees to pay Landlord a refundable deposit for cats and dogs in an amount equal to their TOTAL RESIDENT PAYMENT (RENT) with a minimum of \$50.00, but not to exceed \$100.00. Landlord may use this deposit as is reasonably necessary for any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within sixty (60) business days to the Resident. Resident agrees to pay Landlord for any damages caused by the pet in excess of the security deposit on demand by Landlord. The total deposit must be paid prior to the pet being brought into the apartment.
4. Resident agrees to comply with:
 - a. The Thomas Bean Towers Pet Policy
 - b. All other applicable laws and regulations such as, but not limited to, licensing, etc.
5. Resident represents that the pet is quiet and housebroken, and will not cause any damage to property or disturb other residents’ peaceful and quiet enjoyment of the premises.
6. Resident agrees that the pet will not be permitted outside the Resident’s apartment unless restrained by a leash, cord or chain no longer than six (6) feet. Use of the grounds or premises of Thomas Bean Towers for toileting purposes is prohibited except as posted in areas specifically designated for such purposes.
7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other resident, staff, or neighbor. Any soiling created by the pet shall be immediately

cleaned up by Resident. If Landlord has to remove any waste from any pet, a twenty-five dollar (\$25) charge will be made. Repeated violations of this paragraph 7, defined as three (3) violations, will necessitate removal of the pet permanently from the premises, and failure to comply may result in termination of the Lease.

8. Resident agrees to immediately remedy any emergency situations involving pet, as mandated by Landlord (e.g., attack by pet on staff member, another resident, or a guest). Resident agrees to remedy any nuisance or dangerous behavior within three (3) calendar days.
9. Resident shall be financially responsible for any flea or other insect infestation that affects his/her own or adjacent apartments caused by his/her pet.
10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authorities. Such circumstances shall be deemed an emergency for the purposes of Landlord removing the animal from the apartment and/or premises. Landlord accepts no responsibility for any pet so removed.
11. Resident agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination by signing a new Pet Agreement.
12. RESIDENT AGREES THAT BEAN IS IN NO WAY RESPONSIBLE, NOR LIABLE FOR, ANY ACTION, INJURIES, OR DAMAGES CAUSED BY THE RESIDENT'S PET. NOR IS BEAN RESPONSIBLE FOR THE SAFEKEEPING OR WELL-BEING OF THE PET. A PET IS THE SOLE RESPONSIBILITY AND OBLIGATION OF THE RESIDENT.
13. Resident has read and agrees to comply with the Pet Policy which is herein incorporated by reference and agrees to comply with such rules and regulations as are adopted from time-to-time by Landlord in the future.

Manager

Resident

Date

Resident

Date

EXHIBIT C
Veterinarian's Certification

Resident's Name _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Animal Name _____ Age _____

Animal Breed _____ Weight _____

Height _____

Is the animal in good health? YES _____ NO _____

Is the animal suitable as a pet? YES _____ NO _____

DATE

TREATMENT: Parvovirus _____

Distemper _____

Rabies _____

Heartworm _____

Spay/Neuter _____

Other _____

COMMENTS: _____

Veterinarian's Signature

Date