

# CSW Associates Roanoke, LC

## Animal Provisions

Updated January 2020

These provisions regarding animals constitute part of the Lessee's binding lease obligation. In the event of a violation of any of the provisions, in addition to other remedies, CSW shall have the right to revoke the approval of the animal(s) and cause the Lessee to immediately remove the animal from the premises. The removal of an animal does not imply a waiver of the Lessee's obligations under these provisions, specifically any responsibility for damages, fees, etc. Violation of these provisions is also considered a violation of the Lease.

Lessee must receive approval from CSW BEFORE bringing an animal onto the premises (or allowing an occupant/visitor/invitee to bring animal onto CSW premises). Bringing an animal into the community requires prior approval, completion of the various animal documents, provision of current applicable vaccination records and payment of the Initial Animal Fee(s). There will also be an applicable monthly Animal Fee based on the size and type of animal. All Residents must abide by these Animal Provisions; Lessees are responsible for compliance by occupants, invitees, visitors or guests. No visiting or temporary animals are allowed on CSW property.

1. Before an animal can be brought onto the property, Lessee(s) must complete an Animal Form identifying the type of animal and specifically acknowledging applicability of these provisions. In addition, in the case of a service or emotional support animal, the applicable forms must be completed and additional documentation provided. Certain types of animals and/or breeds are not permitted under any circumstances. No poisonous/venomous animals or aggressive animals are permitted. For example, certain dog breeds including Pit Bulls, Rottweilers, Dobermans, Chows, or any dog mixed with an aforementioned breed are not permitted on the premises. CSW may require that an animal be caged or the like depending on the type of animal.
2. Lessee agrees to immunize the animal(s) in accordance with local laws and requirements and provide CSW with current records when the animal form is initially submitted, at any lease renewal, or upon CSW's request, which shall include any time the animal's vaccinations are updated. Lessee further agrees to register the animal(s) in accordance with local laws and requirements.
3. Lessee warrants that the animal(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further specifically represents and warrants that the animal(s) has no vicious history or tendencies.
4. CSW allows a maximum of two (2) animals per apartment. Please note the Initial Animal Fee and applicable Monthly Animal Fee are mandatory. The Monthly Animal Fee is PER ANIMAL, and dependent on the type and size of the animal. Monthly Animal Fee structure is as follows: \$15.00/cat, \$15.00/dog <40 lbs., \$25.00/dog >40 lbs., \$10.00/other approved animal. A fish aquarium is considered as 1 animal, but no tanks over 20 gallons are permitted.
5. CSW welcomes service animals or emotional support animals (with proper documentation). Lessee remains responsible for the actions of such animals. Refer to the attached Chart which highlights differences between the animal categories.
6. Birds or similar animals must be properly caged. Seeds and droppings must be shielded or caught to prevent accumulation and/or damage to carpeting/floors. Aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors. Aquariums over twenty (20) gallons are not permitted at all. Proper disposal (securely bagged) of all animal waste, cat litter or the like must be done on a frequent basis (as applicable). Disposal of Animal Waste in the sink, toilet, or Garbage

Disposal is expressly prohibited and will be treated as negligence if such an instance occurs. Litterboxes placed in bathtubs must incorporate preventative measures to protect drain from any spillage of litter or waste that may go down the drain. Odors arising from any animal or animal waste will not be tolerated for ongoing tenancy and must be addressed immediately, which may include assessed charges from CSW. Lessee(s) may also be subject to additional damages upon move-out.

7. All animals must be controlled (and leashed if applicable) at all times outside of the apartment. Free roaming animals are not permitted in any common area. No outdoor cats are permitted. Furthermore, the animal(s) must not disturb the neighbors or other residents, regardless of whether the animal is inside or outdoors. Each Lessee must accept responsibility for the animal(s) and the animal's actions at all times. Animal(s) shall not cause danger, damage, nuisance, odor, noise, or health hazard.
8. Lessee warrants that the animal(s) is housebroken. Further, animal(s) shall not soil the apartment, premises, grounds, common areas, walks, parking areas, landscaping, gardens or recreational areas. Animal owners are responsible for the removal and proper disposal of all animal waste. When outdoors, animal(s) must be taken far away from the buildings and common areas surrounding the buildings as possible (e.g. animals should not urinate or defecate on the side of the building which faces the street). Under no circumstances should an animal owner allow an animal to defecate or urinate within 25 feet of the building, particularly any patio or sidewalk. Lessee agrees to clean up after the animal and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by Lessee's animals. In no event shall an animal be permitted to urinate or defecate next to, near, or in close proximity to any other person's patio or any common area (entrances, walkways, swimming pool area, tennis court, etc). Further, animals are not allowed to urinate or defecate in the courtyard between CR buildings 1941 and 1955.
9. In the event of any infestation related to the animal(s) (e.g. fleas), Lessee is responsible for the greater of \$100 per treatment or the actual cost of infestation eradication. See the Pest Control policy. Tenants are **not** permitted to treat pest issues themselves.
10. Please be a responsible animal owner; do not leave your animal(s) unattended inside your apartment for prolonged period(s) of time. In addition, no animal can be tied to any fixed object anywhere outside the apartment or left unattended outdoors (including patio or balcony) for any reason.
11. Excessive animal noise is not permitted. Resident must control and manage all noise so as not to unreasonably disturb any neighbors or the CSW community at large.
12. Any violation of the provisions regarding cleaning up after the animal or proper disposal of animal waste will be subject to a \$50.00 fine per animal per occurrence. All alleged violation(s) must be substantiated by a written complaint from another resident or observation by a CSW employee or contractor.
13. No outdoor cats are permitted – no exceptions.
14. No newborn litters are allowed on CSW premises.
15. Except as required by applicable law, animals are not allowed inside the swimming pool area at any time per the Virginia Department of Health.
16. In the event a CSW staff member or vendor is expected to enter the Premises, any and all animals must be crated or contained.
17. Do not feed stray animals anywhere in the CSW community, it is illegal. This prohibition includes, but is not limited to, feral cats or wild animals such as birds. Report all wild or stray animals to the CSW office. If a Lessee/Occupant/Guest/Invitee chooses to feed or harbors any animal, the Lessee will be considered the owner of the animal and responsible for the animal and automatically subject

to all Animal Provisions, including but not limited to the Initial and Monthly Animal Fees. CSW will determine, in its sole and absolute discretion, if a particular animal is being sustained in any form by any resident. All bird feeders and bird baths are PROHIBITED throughout the community. There will be a \$50.00 fine assessed per notice.

18. All Lessee(s) will be liable for the entire amount of all damages caused by your animal(s), including all cleaning, de-fleaing, and deodorizing. This provision applies to all parts of the apartment, and common areas, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay CSW to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.
19. Lessees must promptly report to the CSW main office any incident on the premises involving the animal generally, interaction with another animal, the animal and any person, or the animal and any damage to the property of CSW or another person. The Lessee must also comply with any other reporting requirements under applicable law.
20. If Lessee violates any of the above rules (as determined by CSW, in its discretion) and CSW gives you written notice, Lessee must remove the animal from the premises within the time period specified in the notice. Refusal to remove an animal is a Lease Violation.
21. Failure to remove a nonconforming animal from the premises as deemed necessary by CSW will constitute grounds for “injunctive relief” as outlined in the Virginia Residential Landlord and Tenant Act, resulting in termination of the current lease. If the lease is terminated because of the Lessee’s animal, then the full amount of the remainder of the lease obligations (Rent, Animal Fee, etc.) will become immediately due. Damage charges may apply separately.
22. Prior to January 1, 2020, certain Leases had a Pet Deposit structure. The deposit structure will carry forward for existing or replacement pets; however, additional pets will be subject to the fee structure. All other updated policies apply. Existing Pet Deposit as of January 1, 2020, will not be refunded in whole or in part for existing Lessee(s) unless and until the Lessee moves out of the applicable apartment.

# CSW Associates Roanoke, LC

## Animal Form

Lessee:	Lessee:
Lessee:	Lessee:
Date:	Address:

### Animal Description

Kind	Type/Breed	Color	Name	Age	Weight

Lessee agrees to pay the following non-refundable, one-time animal fee per animal: \$ \_\_\_\_\_

Lessee agrees to pay the following monthly animal fee(s): \$ \_\_\_\_\_

Lessee has read, understands, and agrees to abide by the Supplemental Animal Provisions, which are an attachment to the Resident Handbook.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
CSW Representative Signature Date

