

CSW Associates Roanoke, LC

Animal Provisions

These provisions regarding animals constitute part of the Lessee's binding lease obligation. In the event of a violation of any of the provisions or as otherwise noted below, 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 CSW property. The removal of an animal does not imply a waiver of the Lessee's obligations under these provisions, specifically any responsibility for damages, payment of fees, etc. Violation of these provisions is also considered a violation of the Lease.

Lessee must complete all paperwork/provide all required documentation AND receive approval from CSW **BEFORE** bringing any animal onto the premises (or allowing an occupant/visitor/invitee to bring an animal onto CSW premises). Bringing an animal into the community requires prior CSW approval, completion of the various animal documents, provision of current applicable vaccination records and payment of the Initial Animal Fee(s) (if applicable). There will also be monthly Animal Rent, if applicable, (which is never prorated) based on the size and type of animal. If CSW discovers the presence of an animal that has not been pre-approved, the animal is assumed to be present since the beginning of the tenancy, and all fees will be charged accordingly. 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.**

There are generally three categories of animals—pets, emotional support animals (ESAs) and service animals. Properly registered service animals and ESAs are exempt from certain requirements, but only as noted.

1. Before any animal (even if ESA or service animal) can be brought onto the property, the animal must be approved by CSW. Lessee(s) must complete the appropriate Animal Form (for each animal) identifying the type of animal and specifically acknowledging applicability of these provisions, provide vaccination records and the like. Lessee(s) must provide a current photograph of the animal. Additional information is required for ESAs and Service Animals, and determinations are not retroactive (Initial Animal Fee and Monthly Animal Fee will be due through the date of approval, if approved). Animals, even ESAs and Service Animals, are not guaranteed to be approved (such as if there is a bite history). CSW may deny any animal in its discretion.
2. These provisions are incorporated by reference into your Lease and apply regardless of whether or not the animal is disclosed/Animal Form is completed. Certain types of animals and/or breeds are not permitted under any circumstances. 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. Breed restrictions generally do not apply to Service Animals. CSW may require that an animal be caged or the like depending on the type of animal. No poisonous/venomous animals or aggressive animals are permitted.
3. 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, before or 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.
4. Lessee warrants that the animal(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. (or any allegation of the same) and further specifically represents and warrants that the animal history is known and it has no vicious history/aggressive behavior/threatening behavior or tendencies. You must contact the CSW Main Office if a Service Animal has any aggressive tendencies or bite history.
5. CSW allows a maximum of two (2) animals per apartment. While ESAs and Service Animals are not subject to this strict limit, all animals are subject to reasonable limitation. ESAs and Service Animals are counted first against the limit without regard to the order the animals were actually submitted for approval (*even if* this requires revoking the prior approval of an animal).
6. Please note the Initial Animal Fee(s) and applicable Monthly Animal Rent are mandatory for all animals but do not apply to Service Animals or ESAs. If an animal is brought onto the property and later determined to be an ESA or Service Animal, the Initial Animal Fee and monthly fee must be paid for the time prior to the determination of the animal's status. The Initial Animal Fee(s) is nonrefundable in any and all circumstances. It is **NOT** a deposit; it does not reduce the amount owed if the Lessee(s) leave damages in the Leased Premises.

The Monthly Animal Rent is PER Animal, and is dependent on the type and size of the animal. It is a recurring, nonrefundable monthly fee that is never prorated. The Initial Animal Fee(s) and Monthly Animal Rent are listed on the CR/BP Information Sheet; Monthly Animal Rent (and Animal Fees for future animals) may be adjusted at lease renewal.

7. CSW welcomes Service Animals or ESAs subject to review and approval through the process outlined above. Lessee remains responsible for the actions of such animals and compliance with local laws and these Animal Provisions, except as specifically noted. As noted above, animals must be identified and qualified before coming onto CSW property (as determinations are not retroactive).
8. Birds (indoor) or similar animals must be properly caged. Seeds and droppings must be shielded or caught to prevent accumulation and/or damage to flooring surfaces. Aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors. A fish aquarium is considered as 1 animal, but no tanks over 10 gallons are permitted. Proper disposal (securely bagged) of all animal waste, cat litter or the like must be done on a frequent basis. **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 and must be addressed immediately; failure to do so is a lease violation. CSW may assess charges from Lessee(s) for damage (including odors) the common areas or otherwise. If circumstances warrant, CSW may bill the Lessee(s) for damage to the Leased Premises during the tenancy. Lessee(s) may be subject to damages upon move-out (whether or not damages were assessed during tenancy).
9. All animals must be controlled (leashed if applicable, inclusive of dogs AND cats) at all times outside of the apartment. Dogs may only be taken out by individuals who maintain the animal on a leash and who can control and clean up after the animal. Free roaming animals are not permitted in any common area (inside or outside). No outdoor cats are permitted. Furthermore, 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, threat, damage, nuisance, odor, noise, or health hazard.
10. Lessee warrants that the animal(s) is housebroken. Further, animal(s) shall not soil the apartment, premises, common areas, walks, parking areas, or recreational areas. Animal owners are responsible for the removal and proper disposal of all animal waste, even in the grassy area outside. 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 or parking area. 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.
11. In the event of any infestation related to the animal(s) (e.g. fleas), Lessee is responsible for the treatment to eradicate the infestation. See the Pest Control policy. Tenants are **not** permitted to treat pest issues themselves.
12. 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.
13. 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.
14. 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, in addition to any cleaning costs.
15. Per local ordinance, no outdoor cats are permitted – no exceptions.
16. No newborn litters are allowed on CSW premises.
17. Except as required by applicable law, animals are not allowed inside the swimming pool area at any time per the Virginia Department of Health.

18. In the event a CSW staff member or vendor is expected to enter the Premises, any and all animals must be crated or contained.
19. 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 local animal control authority. If a Lessee/Occupant/Guest/Invitee chooses to feed (even if outside) 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 (Non-Refundable) Animal Fee and Monthly Animal Rent to the beginning of tenancy. 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 in addition to the other fees/rent for that animal that will be assessed.
20. All Lessee(s) are jointly and severally liable for the entire amount of all damages caused by any animal(s) associated with the Leased Premises (whether the animal is associated with a Lessee or Occupant), including all cleaning, odor removal, 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, Lessee(s) will be charged for replacement. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand and are subject to late fees.
21. Lessees must promptly report to the CSW main office any incident or negative interaction 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.
22. 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.
23. If CSW discovers that the Lessee(s) have been maintaining an animal without prior approval, upon discovery, the Lessee shall be assessed and responsible for all initial and monthly fees back to the inception of Lessee's tenancy with CSW unless Lessee can provide conclusive evidence of the exact date on which the animal was actually brought to the Leased Premises. As noted above, ESA and Service Animal determinations cannot be retroactive.
24. 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 Rent, etc.) will become immediately due. Damage charges may apply separately.
25. 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 Deposits 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. See the Transfer Policy (if applicable).
26. All Lessee(s) are required to maintain Renters Insurance with minimum liability coverage of \$100,000.00. The renters' insurance must cover all animals in the Leased Premises (whether pet, ESA or Service Animal) regardless of whether or not associated with the Lessee or Occupant.
27. This Policy is to be interpreted in accordance with applicable law, which can change over time. If you believe CSW is not adhering to this policy as stated, or believe that the policy does not meet applicable law for any reason, you may appeal a determination under the policy by emailing vonda@csw-associates.com. Please put "Animal Appeal" in the subject line.