SKY PROPERTY MANAGEMENT

ANIMAL POLICY

SKY Property Management, "SPM", requires all tenants wishing to bring animals into the community to read, understand, and abide by all the rules outline in this Animal Policy. These policies take into account the needs of management, animal owning tenants and non-animal owning tenants, as well as the needs of the animals themselves. The intent of this policy is to create a harmonious co-existence of all by fostering an attitude of respect, cooperation and consideration.

1. Animal owner must register animals BEFORE the animal is brought on premises and must update the registration annually. If animal is gone mid-lease, tenant will be responsible for the monthly fee for lease duration.

2. Tenants who wish to have an animal in the rental unit must pay a one-time, non-refundable fee of $250 per animal and additional monthly fees of $25 per animal. If animal is gone mid-lease, tenant must notify management immediately to update lease agreement.

    I. The following communities have a monthly fee of $50 per animal and non-refundable fee of $250 per animal:
        ii. **571 Anne Claire Lane, 111 Ashwood, 112 Ashkirk, 120 Ashkirk, 125 Ashkirk, 126 Ashkirk, 127 Ashkirk, 130 Ashkirk, 133 Ashkirk, 137 Ashkirk, 139 Ashkirk, 211 Ashkirk, Happy Valley Road Duplexes, Physicians Blvd Townhomes**

    II. The following communities have a monthly fee of $50 per animal and non-refundable fee of $500 per animal:
        i. **101 6th Street, 509 Brevard Street, 501 Green Street, 508 Green Street, 139 Gwen Avenue, 408 N. Railroad Street, 819 Snider Lane, or 404 E. Washington Street**

    III. The following communities have a monthly fee of $60 per animal and non-refundable fee of $250 per animal:
        i. **6549 Fortuna Court**

3. Restrictions are as follows. Requests to keep any other type or quantity of animals, excluding service and support animals, must be presented to Management in writing. Any animal(s) may be deemed unacceptable by Management if considered inappropriate for the rental situation. Acceptable animals include dogs, cats, birds, small caged mammals, and fish. Aquariums under 55 gallons are not subject to SPM's animal policy or fees.

    I. **General Policy Applicable to Most Properties**: No more than two (2) combined acceptable animals may reside in one rental unit. The sizes of the animals cannot exceed 100 pounds combined, or a tenant may have one dog under 100 lbs.

    II. Animal policy is limited to one (1) cat OR small dog weighing under 35 pounds at the following communities:
        i. **Garden View Apartments, Gaslight Apartments, Hanover Court, Lenox Place, McFadin Station, Mount Victor Townhomes, Oriole Street, Topper Heights, Topper Village, The Icon, The Vue, & Village Creek Drive**

    III. Animal policy is limited two (2) acceptable animals. The sizes of the animals cannot exceed 75 pounds combined:

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ii. **1362 College Street, 515 E. 7th Avenue, 522 8th Avenue, 523 E 12th Avenue, 660 E 12th Avenue, 845 ½ 10th Street, 928 Elm Street, 1031 Elm Street, 312 Glasgow Road, 705 Hampton Drive, 1020 & 1022 High Street, 1359 High Street, 1226 Kenton Street, 1036 Park Street, 1127 Park Street, 1234 Park Street, 1214 State Street, 1261 State Street, 1552 State Street, 1554 State Street, 100 W 15th Avenue, 102 W 15th Avenue, 101 W 14th Avenue, 105 W 14th Avenue, 612 Victoria Way, 101 6th Street, 2628 Cedrus Avenue, 2640 Cedrus Avenue, 2658 Cedrus Avenue**

IV. Animals are <u>not permitted</u> at the following communities:

i. **Arrington Downs, 513 Brevard Street, 607 Brevard Street, East Heights Duplexes, East 14th Triplex, Garden View Apartments, Maple Avenue Fourplex, Sandra St Duplex, 512 Old Lovers Lane**

4. All animals must receive proper veterinary care and must be up-to-date on all vaccinations. The following documents are required for approval of residence and must be updated at each lease renewal, except as noted for service animals:
   I. **Dogs, cats, and other mammals**: proof of up-to-date rabies vaccination, as well as a veterinarian's statement attesting the temperament and disposition of each animal is suitable for apartment living.
   II. **Fish**: no veterinary records are necessary, however aquariums 55 gallons and over will be subject to animal policy.
   III. **Birds and other animals approved by management:** case by case basis determined by the breed of the animal.

5. Tenants who require service animals are not charged an animal deposit or monthly animal fee as long as they can provide proper documentation from their medical provider, dated within the last 6 months, stating the necessity and the symptoms alleviated by the animal's presence or the issue corrected by the animal. **Service animals are not required to provide a veterinarian's statement attesting to temperament or disposition.** All required documentation listed in section four (4) remains applicable.
   I. **Kentucky Communities** – Pursuant to KRS 383.085, knowingly providing false information or documents in an attempt to obtain an Assistance Animal in housing is a criminal violation punishable by a fine of up to $1,000.00.
   II. **Tennessee Communities** – Pursuant to TCA 66-28-505(f), it shall be deemed to be material noncompliance by the tenant to pretend to have a disability-related need for an assistance animal in order to circumvent this provision. Notwithstanding the foregoing fee/deposit waive, tenant shall be required to pay damages caused by the service animal per TCA 66-7-104 (d).

6. Tenants agree to provide their animal with an identification tag that the animal will wear at all times while on the premises. This tag must include the animal's name, owner's name, owner's telephone number and address.

7. All animals must be under the control of a responsible individual while on the common areas of the property and effectively restrained by a leash or carrier. Animals may not be left unattended on property grounds, in the common area, or on the patio or balcony of a unit. Animals may not be chained to balcony, patio, or the common areas under any circumstances.

8. No animal is to be left unattended in a tenant's unit for a period longer than that which is appropriate in light of the needs of the animal. Dogs should not be left unattended for more than 9 hours and other animals for more than 24 hours, on a regular basis. When Management has reasonable cause to believe an animal has been left unattended for an extended period, Management will attempt to contact the tenant or the emergency animal caretaker (listed on the animal registration form) to remedy the situation. If an emergency animal caretaker is unwilling or unable to assume responsibility for the animal, Management will enter the unit and arrange for the animal's care. Any costs incurred will be the tenant's responsibility.

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9. Tenants are responsible for ensuring their animals do not disturb or discomfort other tenants. Tenants whose animals are determined by Management to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after two (2) warnings will receive a 30-day notice to remove the animal; in the event of a serious issue, i.e. vicious dog, the length of notice for animal eviction may be shortened. Cases of animal endangerment will immediately be escalated to the local authorities.

10. Tenants are responsible for keeping all areas where animals are housed clean, safe, and free of parasites, including fleas. Tenants are responsible for all damages or injuries caused by their animals. Tenants hereby undertakes and agrees to remedy and pay for any damage caused to the rental unit and/or contents of the rental unit which shall have been caused by their animal residing in the rental unit. For the avoidance of doubt any such damage shall not be deemed to be fair wear and tear. Tenant agrees to pay for the professional cleaning of the property at the end of the tenancy including the cleaning of all carpets and treating the property for fleas and mites.

11. Dog owners must immediately pick up and dispose of dog waste. Cat owners must place soiled cat litter in tied, plastic bags and dispose of in the proper garbage facilities. There is a $100 fee for any resident who does not pick up their animal's waste.

12. This policy shall be incorporated as part of the tenant's lease. Tenants agree that this policy applies only to the specific animal described in their animal registration form and that no other animal may be substituted. Tenant must fill out separate paperwork for each additional animal. Agreement is on per-animal basis

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