

Housing Authority of the City of New Braunfels

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INTRODUCTION

Inasmuch as it is the mandate of the Congress of the United States to pursue a policy of allowing pets, we are committed to making this policy work for the wellbeing of all.

The Pet Rules of the Housing Authority of the City of New Braunfels are written with the approval of the Board of Commissioners and in recognition of the rights and needs of both the Pet-Owner and the Non Pet-Owner Resident.

The following rules and regulations apply only to the residents and the resident Pet-Owners. These rules are not to be construed as changing in any way the long-standing policy of "No Visiting Animals".

The following rules and regulations shall apply to all present and future residents and shall be endorsed and be in place until such time as they might be superseded by changes issued by the Board of Commissioners or by the actions of the Department of Housing and Urban Development and/or the State of Texas, and/or Federal Government, and/or City of New Braunfels.

I. PET ENTRANCE REQUIREMENTS

A. PET DEFINITION

For the purposes of these Rules and Regulations, the term "Pet" is defined as a domesticated small animal and limited to dogs, cats, birds and fish.

B. RESIDENT'S HEALTH

A pet owner must be physically and mentally capable of taking care of the pet. Documentation by a qualified physician shall be filed with Management as to the resident's ability to care for the pet.

C. SECURITY DEPOSIT

A "pet" Security Deposit of \$250.00 at Villa Serena or \$100.00 at Laurel Plaza for all small pets. If damages occur and your Pet Security Deposit is used, monies must be reimbursed within 2 weeks or pet must be removed from premises. The Security Deposit balance shall be held in a separate account. Any Security Deposit balance shall be refunded within thirty (30) days of move-out. This deposit may be gradually paid, as deemed appropriate by the Executive

Director, and as set forth on a written payment agreement. Under no circumstances may the balance of this deposit not be paid by the end of the first six months of residency.

D. SIZE OF PET

Furbearing pets shall weigh no more than 15 pounds and be no taller than 12” at the shoulder. All pets must be fully matured and trained upon admittance. Birds will be maintained in a cage and no larger than 10”. Fish aquarium capacity not to exceed 10 gallons.

E. Noise

No pet may make which disrupts other residents. Barking and/or whining dogs, and crying or “caterwauling” cats will not be considered acceptable pets.

F. Leash

Dogs and cats shall be on a hand-held leash at all times when outside the residence. Pets must be carried when inside the building(s).

G. PET BEHAVIOR

No pet that bites, attacks or demonstrates other aggressive behavior toward humans may be kept on the property.

H. MISCELLANEOUS

Cats must be declawed prior to occupancy. Female dogs and cats must be spayed and males neutered. Pet owners must show proof by veterinarian.

I. MEET OWNER MEETINGS

Pet owners are required to attend quarterly “Pet Owner Meetings”. Notice will be given to owner of the upcoming meeting and it will be on the monthly newsletter calendar.

II. ENTRANCE AND IN-HOUSE RULES

A. VACCINATIONS

On entrance, the Pet Owner shall file proof with Management of current vaccines and tests as recommended by a veterinarian; and thereafter, annually or as specified by a veterinarian.

B. LICENSURE

The Pet-Owner shall file proof of a current City/County license with Management on entrance; and, thereafter, annually as specified by the licensure agency.

C. FLEA CONTROL

On entrance, the Pet-Owner shall file with Management proof that a flea control program acceptable to Management is being maintained for a furbearing pet. This will be accomplished through the Pet-Owner providing Management a summary detailing the flea control program. Thereafter, the Pet-Owner shall file with Management every three (3) months that an acceptable flea control program is being consistently maintained for a furbearing pet, in the

same manner as mentioned above along with providing proof of purchase flea collar or other such method of flea control.

D. MAXIMUM NUMBER OF PETS

Each apartment shall have a maximum of one (1) pet.

E. WASTE CONTROL

Pet-Owners shall be responsible for immediate cleanup after exercising their pet.. Waste shall be bagged, carried and placed in the garbage by the resident.

KITTY LITTER is to be bagged, secured and tied, and deposited in the trash.

Kitty litter IS NOT to be (1) flushed down the toilet, (2) thrown over the grass. Resident is to place it in the garbage.

III. EMERGENCY CARE

A. Absence of Owner Emergency

The Pet-Owner shall file with Management an "Affidavit of Agreement" signed by three persons who will assume immediate responsibility for the pet in case of an emergency. Also a letter from the veterinarian that he will pickup and board the pet until notified, at Residents Expense. In addition, the Pet-Owner shall file with Management as affidavit authorize Management to have the pet removed, at Resident Expense, to a veterinarian of Management's choice in the event none of the three responsible parties or veterinarian can be reached.

- B. Any resident who receives three (3) letters of violations of these per rules and a letter of intent describing these violations from the local Housing Authority may be required, after private conference, to remove the pet from the premises, and provide Management with a signed affidavit stating that the dog or cat is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting an offending pet be removed forthwith in situations deemed to be of an emergency nature. In such instances, Management will act as specified in the section on "Absence of Owner Emergency" in removing a sick, diseased, injured, and/or aggressive animal.

C. COMPLAINT PROCESS

The Housing Authority of the City of New Braunfels will establish a system for handling complaints regarding pet ownership which will involve review and recommendations by the resident association.

D. COST OF DOCUMENTATION

Cost of all documentation as called for herein shall be borne by the resident.

- V. This policy applies only to both Laurel Plaza and Villa Serena.

VI. THIS DOCUMENT AND ALL THE RULES THEREIN SHALL BE INCORPORATED AND MADE PART OF THE RESIDENT'S EXISTING LEASE.

RESIDENT SIGNATURE

NBHA Representative

DATE

PET DEPOSIT PAYMENT AGREEMENT

NAME OF RESIDENT: _____

MOVE-IN DATE _____

TYPE OF PET _____

I, _____ hereby agree to make a payment of \$ _____ on _____, _____ payable to the Housing Authority of the City of New Braunfels upon occupancy.

Resident Signature

_____ Date of payment received _____ Housing Manager