CONDOMINIUM RESIDENCES
The Alden
100 ALDEN STREET

CONDOMINIUM TRUST / HOA MASTER POLICY

Pet Regulations & Registration

Comprehensive Standards for Registration, Leash Etiquette, Waste Control, Safety, and Enforcement

FOREWORD: An abundance of scientific evidence indicates that having pets contributes to improved health and wellbeing.

What Research Shows

- **Lower Mortality Risk:** Several large studies and meta-analyses—including reports highlighted by the American Heart Association—suggest that dog owners have up to a 24% lower risk of all-cause mortality over a 10-year period compared to non-owners.
- **Cardiovascular Benefits:** Pet ownership is linked to lower blood pressure, reduced cholesterol, and better recovery outcomes after a heart attack or stroke
- **The "Living Alone" Advantage:** The survival and heart-health benefits are often most striking for people who live by themselves, where pets provide crucial daily routines and companionship.

The Alden Condominium recognizes the importance of pets to their owners. We also respect the rights of owners who aren't pet lovers and expect that pets will be well behaved and controlled at all times. Nobody appreciates having a dog soil the carpet where they routinely walk or are constantly barking for extended periods of time. These regulations are an attempt to acknowledge the benefits of pet ownership while also respecting the rights of people who don't own pets. The goal is to ensure that a few misbehaved pets don't detract from the many benefits afforded to pet owners.

SECTION 1: PET REGISTRATION, PERMITTING & LIMITS

- **Annual Registration:** All resident pets (domestic dogs and indoor cats) must complete this registration process with Property Management prior to occupancy and must re-register annually. Filings must include:
  1. Proof of current rabies and core vaccinations.
  2. Proof of pet **liability** (**not health**) insurance. (**standard in most Massachusetts homeowner's policies – SEE ADDENDUM**).
  3. Active municipal town dog license (https://www.provincetown-ma.gov/106/Dog-Licenses).
  4. Recent color photograph of the animal.
- **Unit Pet Limit:** A maximum of two (2) domesticated pets is permitted per residential unit.
- **Assistance & Service Animals:** Certified service animals and approved Assistance/Emotional Support Animals (ESAs) are recognized pursuant to the federal Fair Housing Act (HUD) and Massachusetts General Laws. However, all assistance animals remain fully subject to association safety, sanitation, behavior, non-nuisance, and waste elimination standards.

SECTION 2: LEASH MANDATE & COMMON ELEMENT TRANSIT

- **Mandatory Physical Leash:** All pets must be securely restrained on a leash not exceeding 6 feet in length at all times when outside the boundaries of a private residential unit, including within all common elements, limited common elements, interior common areas, and social function rooms.
- **Hallway & Elevator Etiquette:** In interior hallways, vestibules, lobbies, stairwells, and elevators, dogs must remain in a close heel position (under 2 feet) or be carried. Handlers must yield elevator cabs upon request by any occupant.
- **Prohibited Common Elements:** Pets are strictly prohibited from entering landscaped ornamental flowerbeds. No pets are permitted on furniture in any common area. Owners are fully responsible for any damage, cleaning costs or stains caused by their pets in these spaces.

SECTION 3: COMMON AREA SOILING, WASTE SANITATION & CONTAINMENT ORDERS

- **Solid Waste Pickup & Disposal:** Handlers must immediately collect all solid waste, seal it in airtight plastic bags, and dispose of it directly in outdoor dumpsters or designated exterior pet stations. Discarding pet waste or cat litter in interior common trash bins, hallway chutes, or plumbing systems is strictly prohibited.
- **Exterior Elimination Restrictions (Curbing):** Dogs must not be permitted to urinate or defecate against building exterior siding, entry doorways, pillars, outdoor seating, decorative planters, light fixtures, or private patio barriers.

- **Interior Common Area Accidents (Hallways, Elevators, Lobbies):** Animals are strictly prohibited from eliminating in interior common elements. If an accidental incident occurs:
  1. **Immediate Cleanup:** The handler must immediately clean, disinfect, and dry the affected surface.
  2. **Notice to Management:** The incident must be reported **by the dog handler** to Property Management **within one (1) hour**.
  3. **Restitution:** The deeded unit owner must reimburse the association for all professional carpet extraction or floor remediation costs.

- **Mandatory Carriage / Stroller Transit Order:** If an animal is verified (via camera, witness report, or staff inspection) as having urinated or defecated in an interior common element, Management shall issue a **Mandatory Containment Order**.
  - The owner shall thereafter be required to transport the animal through all interior common elements exclusively **held in arms, secured in an enclosed pet stroller/carriage, or enclosed in a handheld pet carrier**.
  - Strollers and carriages must remain in motion while transiting common corridors and may never be stored or parked in hallways, stairwells, or shared vestibules pursuant to fire safety codes. **Failure to abide by the rule may result in a monetary fine.**

SECTION 4: AGGRESSIVE BEHAVIOR, DANGEROUS DOGS & PUBLIC SAFETY (SEE ADENDUM)

- **Aggressive Behavior Defined:** Any behavior that poses an immediate threat to the safety of residents, guests, staff, or other domestic animals—including unprovoked lunging, snarling, snapping, growling, chasing, or biting—is strictly prohibited anywhere on condominium property.
- **Mandatory Muzzle / Short-Leash Order:** The Board or Management reserves the right to require that any dog exhibiting documented aggressive tendencies be fitted with a basket muzzle and kept on a leash no longer than three (3) feet whenever outside the private unit.
- **Biting Incidents & Immediate Exclusion:** Any animal that inflicts a physical bite or injury upon a human or domestic animal must be reported immediately to the Provincetown Animal Control Officer and Property Management. A single biting incident is grounds for immediate emergency exclusion from common areas pending formal Board review.

SECTION 5: NOISE, BALCONY & ENVIRONMENTAL NUISANCE CONTROL

- **Disruptive Barking / Noise:** Persistent barking, howling, or whining that disturbs adjacent neighbors (defined as continuous noise for 10+ minutes or intermittent noise over 30 minutes) constitutes an enforceable nuisance violation.
- **Unattended Exterior Areas:** Pets may not be tethered or left unattended on exterior balconies, decks, or limited-common patios at any time.
- **Odor Management:** Private units and cat litter boxes must be maintained in a clean, hygienic manner so that odors are not detectable in corridors or neighboring units.

SECTION 6: RENTERS, GUESTS & OWNER FINANCIAL LIABILITY

- **Tenant & Guest Pet Compliance:** Transient visitors, short-term renters, and subtenants who bring authorized pets onto the premises **must strictly follow all Pet Rules and Regulations**.
- **Deeded Owner Accountability:** Deeded unit owners are directly and financially responsible for all actions, property damage, landscape remediation, carpet cleaning fees, and fines incurred by their household pets, tenants, or visiting guests.

SECTION 7: PROGRESSIVE FINE SCHEDULE, RESTITUTION & NUISANCE EXPULSION

First Offense / General Infraction	Written notice of infraction with mandatory 48-hour cure window	**Formal Warning / $50.00**
Interior Soiling Event (1st Occurrence)	Written citation + Mandatory Stroller/Carriage Transit Order issued	**$50.00 + Cleaning Fee**
Second Offense / Failure to Contain	Second formal violation notice & escalated fine assessment	**$100.00**
Third Offense / Uncleaned Mess / Chronic	Third violation citation + professional steam extraction chargeback	**$200.00 + Full Direct Cost**

Permanent Nuisance Declaration & Removal Clause: Any animal that continues to soil common elements, exhibits uncontrolled aggression/biting, whose owner fails or refuses to comply with a Mandatory Carriage/Stroller/Muzzle Transit Order, shall be declared an **Active Nuisance and Direct Threat to Community Safety/Health.** Following standard notice and opportunity for a Board hearing, the Board of Trustees may issue a final order permanently expelling and prohibiting the animal from the condominium property.

Pursuant to HUD Fair Housing guidance and ADA standards, assistance and service animals that are not housebroken, cause property damage, pose a direct threat of harm, or create an ongoing sanitary hazard lose their protected accommodation status and may be lawfully excluded.

Administrative & Legal Notice: This unified policy document is designed to operate as a binding set of rules and regulations adopted pursuant to the Condominium Master Deed and Declaration of Trust. Unit owners are encouraged to keep a signed copy on file with their lease agreements and property management records.

SECTION 8: APPLICATION AND REGISTRATION OF PET

I, the undersigned, being a resident of Unit _____at The Alden, am applying to have a pet reside in the Unit with me. I understand that I am fully responsible for the care of that pet. Should I become ill for any length of time and am not capable of caring for the pet, I have appointed someone to handle that care as detailed below.

I have read and understand the above pet policy

Pet Information

Type of Pet _____ Weight of Pet _____ Age of Pet _____

Name of Pet _____ Insurance _____

Who will be responsible for your pet if you are unable to care for it?

Name Address _____

Email _____ Telephone number _____

Attached with this agreement is a copy of the most recent vaccination(s) for the pet from _____Veterinary Office, and license information for the pet as needed from the City of Provincetown, both of which I understand must be updated yearly and provided to management on a yearly basis.

I have read and understand the pet policy of The Residences at The Alden.

Accepted by: _____
Print Name of Pet Owner

By signing below, I acknowledge that I am responsible for the conduct of the Pet and any resident of the Unit with regard thereto, including their compliance with related rules and regulations as promulgated by the Board of Trustees from time-to-time.

Accepted by: _____
Unit Owner Signature

Received and approved by: _____ Date: _____
General Manager

Updated: November 2026

ADDENDUM: Massachusetts Dog Bite Law: Strict Liability Under Chapter 140, Section 155

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Massachusetts is one of the more favorable states for people injured by dogs. Under the state's dog bite statute, a victim generally does not need to prove the dog was dangerous, had bitten before or that the owner was careless. Here is how the law works and what to do after a bite.

STRICT LIABILITY FOR OWNERS AND KEEPERS

Massachusetts General Laws chapter 140, section 155 makes the owner or keeper of a dog liable for damages caused by the dog. This is strict liability: there is no "one free bite" rule, and the dog's history does not have to be proven. The law also covers injuries that are not bites, such as being knocked down by a dog that jumps on you.

A "keeper" can be someone other than the legal owner, such as a person who was caring for or walking the dog when the injury happened.

THE EXCEPTIONS

The owner or keeper is generally not liable under the statute if the injured person was trespassing, committing another wrongful act, or teasing, tormenting or abusing the dog at the time. For children under seven, the law presumes the child was not doing any of these things, and the dog's owner has the burden of proving otherwise.

WHO PAYS THE CLAIM

Most dog bite claims are paid by the **owner's homeowner's** or **renter's insurance**. Some policies exclude certain breeds or dogs with a bite history, and coverage questions can affect how a claim is presented. A landlord is usually not liable merely for owning the property, but may be in some circumstances, depending on the facts.

WHAT DAMAGES CAN BE RECOVERED

- Emergency and follow-up medical care, including plastic surgery and scar revision
- Lost wages
- Pain and suffering
- Scarring and disfigurement, which can be significant for facial injuries and children
- Emotional distress, including fear of dogs after an attack

WHAT TO DO AFTER A DOG BITE

1. Get medical care. Dog bites carry a high infection risk.
2. Identify the dog and its owner, and ask for proof of rabies vaccination.
3. Report the bite to the local animal control officer.
4. Photograph your injuries over time as they heal, and the location where it happened.
5. Get names and contact information for witnesses.

HOW LONG DO YOU HAVE?

Personal injury claims in Massachusetts, including dog bite claims, generally must be filed within three years. Evidence and witness memories fade quickly, so it is best to act sooner.

IS PET LIABILITY COVERAGE STANDARD IN MOST MASSACHUSETTS HOMEOWNER INSURANCE POLICIES?

Yes, pet liability (such as coverage for dog bites or property damage caused by a pet to others) is **included in most standard Massachusetts homeowners' insurance policies** under the **personal liability** section.

Key Details to Know:

- **What it covers:** Personal liability helps pay for legal fees, medical bills, settlements, or property damage if your pet (like a dog or cat) injures someone else or destroys someone else's property.
- **Massachusetts strict liability:** Massachusetts holds dog owners strictly liable for bite injuries, meaning you are generally responsible even if your dog has never shown aggression before. Standard liability limits usually range from **$100,000 to $300,000**, though you can review guidance via **Mass.gov Understanding Home Insurance**. (https://mass.gov/info-details/understanding-home-insurance)
- **Common exclusions & restrictions:**
  - **Breed or bite history:** Some insurance companies in Massachusetts may exclude specific dog breeds (such as Pit Bulls, Rottweilers, or German Shepherds) or deny/limit coverage if your dog has a history of aggression or biting.
  - **Your own property:** Homeowners insurance **does not** cover damage your pet causes to your own house, furniture, or personal belongings.
  - **High-risk policies:** If you are denied standard coverage because of a pet, options like the state's Massachusetts Property Insurance Underwriting Association (FAIR Plan) may be available.

Check your insurance policy or speak with your insurance agent to learn more.