

RULES GOVERNING COMMON HOUSEHOLD PET OWNERSHIP
At Michigan Shores Cooperative
Frankfort, Michigan

It is hoped that these guidelines will enable both pet owners and non-pet owners to reside in a friendly and harmonious environment where the rights of all are taken into account.

The following rules shall apply, where appropriate, to all pets owned by and residing with members at Michigan Shores. When members have visitors who wish to bring their pet with them, they shall be subject to these same rules. A visiting pet is not to be in either guest room on the first floor at any time. It may stay in the apartment of the member being visited. (The concern in this instance is for subsequent guests who may have allergies.) The length of visit for another's pet in a member's apartment may extend to fourteen (14) days if the member's visitors are staying here.

“Common household pet,” for the purposes of these rules, means a domesticated animal, such as a dog, cat, bird, or fish maintained in an aquarium, that is traditionally kept in the home for pleasure rather than for commercial purposes. The term does not include reptiles or rodents. Requests for admission of pets other than the aforementioned may be made to the Board of Directors, through the Resident Services Director, for consideration of status. If this definition conflicts with any applicable State or local laws or regulations defining the pets that may be owned or kept in dwelling accommodations, the State or local laws or regulations must be applied.

Pets per Household

Any member of Michigan Shores is potentially eligible for “common household pet” ownership as long as pet rule compliance is maintained. However, there shall be no more than one four-legged warm-blooded resident pet per apartment.

Size & Weight

A dog should not be more than eighteen (18) inches high at the shoulder nor weigh more than 35 pounds, when full grown.

Pet Care

Dogs and cats must be spayed or neutered before being admitted to the building as residents or as soon as is appropriate, depending upon the age of the animal. Exceptions may be considered by seeking special Board approval.

Pets are not to be in the common areas of the building except for halls, stairs, elevator and lobbies, which may be needed for ingress and egress.

No pet shall be left unattended in an apartment for an extended length of time without adequate provisions for care.

Any pet that, by nature, makes sounds must be controlled in such a manner that these sounds do not disturb others when in their apartments.

Each pet must be cared for in such a manner that it does not cause a distinctive odor to permeate the apartment or the hallway.

Licensing

All pets must be licensed in accordance with applicable State or local laws or regulations.

Inoculation

All pets must be inoculated in accordance with State or local laws or regulations, whichever is stricter.

Sanitary Standards

Because pets don't always answer nature's call on a predictable schedule, nor do they read signs; and because they, like we, have accidents, the following guidelines will assist owners:

In decent weather

Pets should be exercised along the designated area (dog run and unmowed or wooded areas). Their waste deposits should be removed from the trail. But, the unmowed turf or the adjacent wooded area is acceptable as deposit areas.

Pet owners shall promptly dispose of all removable pet waste that may accidentally be deposited in undesignated areas (see following paragraphs for definition).

In foul weather or when adverse conditions exist under foot

Pets may be exercised in the unmowed areas around the pond(s), as conditions permit, or along the driveways edge if snow, rain, other conditions or barriers make walking dangerous or otherwise unsafe for the walker.

05/08/93

Pet owners shall promptly remove and properly dispose of all removable pet waste that is deposited in undesignated areas such as those, which are:

Mowed

Paved

Set aside for special purposes (flower beds, shrubbery, gardens, nature trails in the woods)

Within any part of the building

All pet waste that is picked up shall be deposited (bagged) in receptacles provided for this purpose. These are clearly identified and will be relocated at various times of the year for easy access. All pet owners will be notified of these locations.

When individual deposits of pet waste are disposed of in the wooded areas of the Cooperative, they should NOT be enclosed in wrappings of any kind as this retards decomposition and introduces unsightly trash to the grounds.

LITTER BOXES

When pets are trained for litter use, the waste shall be removed as specified by the manufacturer of the litter. If offensive odors develop, the procedures may need to be adjusted.

If litter is of the type that must be changed, old litter should be bagged and placed in the waste receptacles mentioned in the preceding section.

PET RESTRAINT

Each cat and dog must be on a leash, effectively restrained and under the control of a responsible individual whenever outside its owner's apartment.

05/08/93

REGISTRATION

All owners must register their pets with the RSD (Resident Services Director) prior to being brought onto the Cooperative's premises. The

registration must be updated annually. The registration must include, if applicable, the following:

Requirements

A certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals, which states that the pet has received all inoculations required by applicable State or local laws or regulations.

Description and information sufficient to identify the pet and to demonstrate that the pet is a common household pet.

Name, address, and phone number of one or more responsible persons who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

Admission Denial

The Resident Services Director has the authority, following Board approval, to refuse to admit a pet into the Coop's building for the following reasons:

A pet is not a common household pet.

Keeping a pet would violate an applicable pet rule.

05/08/93

A pet owner fails to provide complete pet registration information or fails annually to update the pet registration.

The Resident Services Director reasonably determines, based on the pet owner's habits and practices, that the owner will be unable to keep the pet in compliance with the pet rules.

A pet's temperament may be considered a factor in determining the prospective pet owner's ability to comply with the pet rules.

Notification of Pet Owner

The Resident Services Director, following consultation with the Board, shall serve a member or prospective member with a written "Notice of Pet Rule Violation" if that person refuses to register a pet or otherwise violates the pet rules. The "Notice" shall contain the following:

A brief factual statement of how the alleged violation was determined and the pet rules alleged to be violated.

A statement that the pet owner has 10 days from the effective date of service of the notice to correct the alleged violation, or make a written request for a meeting to discuss it.

A statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in denial of the pet's admission to the building or initiation of procedures to have the pet removed, as the case may be.

05/08/93

Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting with the Board to discuss an alleged pet rule violation, the Resident Services Director must schedule a mutually agreeable time and place for the meeting. It shall take place no later than 15 days from the effective date of service of the "Notice", unless the Resident Services Director agrees to a later date.

The pet owner and the Board will discuss any alleged rule violations and attempt to arrange to have them corrected. The Board may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice of Pet Removal

The RSD, with Board approval, may serve a “Notice for the Removal of Pet”, when unable to resolve the pet rule violation at the meeting or it is determined that the owner has failed to correct the rule violation. The notice must contain the following:

A brief factual statement of how the pet violation was determined and the pet rule(s) violated.

A statement that the pet owner must remove the pet within ten (10) days of the effective date of the notice (or 10 days after the meeting if notice was served at the meeting).

05/08/93

A statement that failure to remove the pet may result in initiation procedures to have the pet removed.

Service of Notice

The Board must “serve notice” to members of the Coop when:

Developing pet rules

Amending pet rules

Notifying a member of:

Refusal to register a pet

Pet rule violation

Pet removal

The “service of notice” is effective on the day that all notices are delivered or mailed, or the day that all notices are initially posted in three conspicuous places within the building, and maintained intact and in legible form for 30 days. Notice may also be served by:

Sending a copy by first class mail (properly stamped and addressed to the member at the apartment of residence with a proper return address), or

Giving a copy to any adult answering the door at the member’s apartment; or if no adult responds, by placing the notice under the door; or by attaching the notice to the door.

Payment of Pet Deposits

Owners of cats and dogs shall be required to pay a refundable pet deposit or \$50.

05/08/93

Use of the Pet Deposit Funds

The Resident Services Director may use the funds only to pay reasonable expenses directly attributable to the presence of the pet on the premises, including but not limited to:

The cost of repairs and replacement to, and fumigation of, the member’s apartment.

The cost of animal care facilities or the protection of the pet.

Refund of Deposit

The Resident Services Director must refund the unused portion of the pet deposit after the member moves out of the building or no longer owns or keeps a dog or cat in the apartment. The refund must be made within a reasonable amount of time to the member or former member after repairs or replacements are made...

Protection of Pets

An appropriate community authority or the Resident Services Director may require the removal of any pet from the premises, if the pet's conduct or condition is determined to constitute, under provisions of State or local law, a nuisance or a threat to the health or safety of members of the Cooperative or of the surrounding community.

If the health or safety of a pet is threatened by the death or incapacity of its owner or by factors that render the owner unable to care for the pet, the Resident Services Director may contact the following to care for or to remove the pet:

Persons (s) the owner has listed in the pet registration

Appropriate State or local authority (or designated agent of such an authority) to request the removal of the pet if:

05/08/93

The Resident Services Director, with Board approval, may enter the pet owner's apartment, remove the pet, and place it in a facility (for no longer than 30 days) until the pet owner or a representative of the owner is able to assume responsibility for the pet if there is no State or local authority (or designated agent of such an authority) designated to remove a pet under these circumstances.

The pet owner shall pay for the cost of the animal care facility provided. If the owner (or the owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

05/08/93