



PET POLICY

Revised August 28, 2018

The mulched area to the north of building B is considered the pet area. In an effort to maintain the integrity of the planted areas around Riverside Place and the efforts residents are making to maintain the planted areas, pet handlers are directed to bring their pets to this mulched area. Waste stations are provided on the way to the pet area: One in the A Building courtyard and the other at the northwest courtyard of B Building. Handlers caught allowing pets to relieve themselves in any other area could be subject to fines as indicated in the Pet Policy.

A. Pet Eligibility

1. Type and Maximum Number of Pets

- a. Dog ownership will not be restricted by size, weight, height, or breed of dog unless the breed is not covered by liability insurance. It is the pet owner's responsibility to make sure their dog is insured by their liability Insurance. **Pet owners must give proof of pet insurability for their specific breed of dog. Any breed not covered by owner's liability insurance will not be permitted on the premises.** The only types of pets permitted to reside in the buildings are one dog or two domestic cats (*Felis catus*), that are spayed or neutered, and fish. Aquariums can be no larger than 55 gallons. No other animals, such as, reptiles, ferrets, birds, or insects are allowed as pets. The Association reserves the right to disallow certain pets that have been proved to be a nuisance.

2. Pet Breeding or Commercial Use

- a. Under no circumstances are pets housed in the Buildings to be used for breeding or commercial purposes.

3. Renters & Pets

- a. Renters must acknowledge as part of their lease agreement that they will abide by all condo rules & regulations, which will include the Pet Policy and "The Ten Rules for Condo Dog Owners".
- b. Unit Owners are responsible for all issues related to their tenants' pets, including fines incurred by their tenants.

4. Registration and Vaccination of Pets

- a. Tenants and owners must register their pets with management at the time of first occupancy and subsequently whenever a pet come into residency, by completing the "Pet Registration Form" including pictures of the pets.
- b. Owners and tenants shall notify management of any pet no longer in residence.

5. Initial and Annual Dog Ownership Fee

- a. An initial fee of \$100.00 will be charged to the owner of the unit where a dog resides thereafter, a fee of \$50.00 is assessed on April 1st annually.
- b. These fees are charged to off-set registration expenses and maintenance expenses such as hallway carpet cleaning and shrub replacement.

6. Green Bay Pet Ordinance

- a. In keeping with local ordinances, Green Bay Riverside Unit Owners Association (GBRUOA) requires that all dogs and cats be inoculated for rabies.
- b. Valid Rabies and City of Green Bay dog or cat license tags must be worn by cats and dogs at all times. If the owner's permanent residence is outside the City of Green Bay, then the owner must provide licensing information from the municipality of their primary residence. Pet owners must notify management when rabies and city licenses have been renewed by April 1st each year.

7. Visiting Pets

- a. Any resident hosting a dog for more than 72 hours in a one-year period must register the pet by filling out the Pet Registration form. This form must be filled out and given to Management three business days prior to the pet's visit. It is the responsibility of the unit owner to supply information regarding valid rabies vaccination at time of application. Any visiting dog staying longer than 72 hours will be subject a \$50.00 registration fee, which will be due with the Pet Registration form.
- b. No pet of guest can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period.
- c. It is the Unit Owner's responsibility to inform all visiting pet owners of the condominium pet rules and regulations.
- d. Unit owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets.
- e. Unit owners are responsible for ensuring that the visiting pet handler is aware of the *Pet Policy* and *Ten Rules for Condo Dog Owners* (if applicable) and that they abide by such rules during the entire time the visiting pet is in residence.
- f. The Unit owner will be responsible for any fines specified in the *Pet Policy* that occur by a visiting pet or its handler.

B. General Regulations

1. Control of Pets in Common Building Areas

- a. A controlled pet is defined as one that is either being transported in a pet carrier or on a leash under the direct control of its handler.
- b. For the purpose of transport, controlled pets are permitted use of hallways, corridors, garages, and elevators. No pet is allowed in the B Building Community Room, B Building Fitness Center, and the A Building Laundry Room at any time.
- c. The garage areas and hallways shall not be used for the purpose of walking or exercising pets.
- d. Handlers shall keep their dogs within a 5-foot radius when other people and their pets are present.

2. Pets in Elevators

- a. When another passenger is present, dogs occupying an elevator must be kept in close proximity to their handler (i.e. in a "heel" position) so as not to infringe on the rights of other passengers.

3. Pets shall not be tethered to any furniture or other common elements.

4. Working Service Dogs

- a. Pet regulations do not include working Service Dogs. As provided by the Individuals with Disabilities Act, Service Dogs are permitted to go anywhere with their handlers.
- 5. **Accidents Inside and Outside of the Buildings**
 - a. It is the responsibility of the pet owner or handler to remove the waste of their pet's urination, defecation, or vomit inside the Buildings, including the lobbies, hallways, garages, and elevators, and to dispose of it properly. Proper clean up and disposal also includes outside the Buildings, which includes sidewalks, garage ramps, and landscaped areas around the buildings.
 - b. Any damage caused by cleaning chemicals or other such materials used by owner/handler in an attempt to remedy said damage is also the full responsibility of said unit owner.
 - c. Once the pet handler has made the initial clean-up, the handler shall immediately notify management. The building staff will complete the cleanup hygienically at no cost to the pet owner, unless a professional company is called in. Then the owner will be responsible for related costs.
- 6. **Unit Balconies / Terraces and Doggie Doors**
 - a. Pets shall not be left unattended on unit balconies or terraces at any time.
 - b. Doggy Doors may not be installed in any unit.
- 7. **Green Bay Ordinance** regarding removal of dog feces applies to balconies, terraces, and all common areas, including the pet park. Chapter 8 of the Green Bay Ordinance Book. (<http://www.ci.green-bay.wi.us/law/ordinance-book/CHPTR08.pdf>)
 - a. "When any dog defecates on any property other than the property of the owner or custodian of the dog, including common areas of condominiums, townhouses, duplexes or apartments, it shall be the duty of the owner or custodian of the dog to immediately remove and properly dispose of the dog feces."
 - b. "It is unlawful for any person to allow the accumulation of dog feces on any property owned, occupied or controlled by such person, if such accumulation creates an unsanitary, offensive or unhealthy condition."
 - c. "It is unlawful for any person to place dog feces in storm sewers or upon the property of another, or to dispose of such feces in any manner except by depositing such feces in a toilet or a covered container normally used for refuse or garbage."

C. Accountability, Violations, Penalties

1. Indemnification

- a. Any owner or tenant who keeps or maintains any pet in the Building(s) shall be deemed to have agreed to indemnify the Green Bay Riverside Unit Owners Association (GBRUOA), each of its Members, its Executive Board, and the Managing Agent from any loss, claim, or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the complex.

2. Pet Liability Insurance Coverage

- a. All pet owners must provide proof that their pet is covered by their homeowner's / renter's liability insurance.
- b. **Pet owners must give proof of pet insurability for their specific breed of dog. Any breed not covered by liability insurance will not be permitted on the premises.**

3. Responsibility for Damage

- a. Pet owners shall be held solely responsible for any damage, injury or disturbances that their pets may inflict or cause.
- b. Unit owners will be held responsible for the behavior of the pets of their guests, and for pets of their tenants and their tenant's guests.

4. Dog Bites

- a. If a resident or guest is bitten or otherwise injured by a dog on the premises, the resident shall report the incident to the Animal Control Unit of Green Bay Police Department and then reported to management during office hours. If Animal Control deems the dog allowable to return to the owner, the dog's owner and victim are to meet with the Board of Directors to determine if the pet is allowed to stay on the premises.
- b. If not otherwise reported, management is required to report the incident to the Animal Control Unit of Green Bay Police Department. Until the situation has been resolved, the dog must be muzzled whenever it is outside the owner's residence and on Riverside Place property.

5. Unacceptable Nuisance Behavior (examples including but not limited to the following)

- a. Pets that cause damage to the property
- b. Pets that emit an unreasonable odor that is detectable in common areas or another unit.
- c. Owners who allow unsanitary or unsightly conditions in enclosures or surroundings.
- d. Animals that defecate on any sidewalk, building or common property.
- e. Animals that relieve themselves on inside walls, floors or elevator.
- f. Animals that bark, whine, howl or make other disturbing noises in an excessive, continuous, or untimely manner in either the common areas or any unit.
- g. Pets that molest or jump on guests or other residents or that exhibit aggressive or vicious behavior as determined by the Board of Directors.

6. Penalties for Violations

- a. 1st violation – Immediate verbal notification by staff at the time of violation followed by written notification from the community manager.
- b. 2nd repeat violation within a 12-month period – Written statement of violation and a \$100.00 fine.
- c. 3rd repeat violation within a 12-month period – Written statement of violation and a \$250.00 fine.
- d. 4th and subsequent repeat violations – The issue will be brought to the attention of the Board of Directors for subsequent action. See Pet Eviction below.

7. Pet Eviction

- a. In those instances wherein it is determined that a pet is either an ongoing nuisance or dangerous to public health, welfare or safety of the resident and others, the Association through the Board of Directors' (BOD) decision has the right to have such pet permanently removed from Riverside Place Condominiums property.
- b. Except in those circumstances in which the health and safety of the residents and others is immediately threatened, such action will require approval of the BOD.
- c. In the event that a pet is reported as being an ongoing nuisance or dangerous, the owner shall be given written notice to that effect and may request a hearing before

the BOD to dispute the claim. In such cases, the BOD will be the sole judge of the definition of the terms *nuisance* and *dangerous* and have the final decision as to resolution of the problem.