

## Pet Policy – Hudson Troy Towers

You are responsible for your pet's actions at all times. You thus hereby agree to abide by these rules.

- 1) Residents shall not keep, raise, harbor, or otherwise allow any pets to enter upon or reside in any apartment or property of Hudson Troy Towers for any period, no matter how short or temporary, except according to the following rules:
  - a) Residents are permitted to keep:
    - i) One dog only per unit. No dogs deemed vicious or dangerous are allowed.
    - ii) Cats
    - iii) Caged birds
    - iv) Fish kept in a tank not to exceed 50 gallons
  - b) No other animals other than what is listed in 1 a. above, shall be permitted.
  - c) Dogs and cats must be reasonably housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- 2) Guest pets: Guest pets are not permitted.
- 3) Registration:
  - a) All residents must register their dogs and cats with management **prior** to housing or allowing such animals to enter upon the property with them. Any pet already residing in the Building when this policy is adopted, the current resident shall submit the completed form to management along with payment within 30 days of adoption of the policy.
  - b) Dogs will be required to undergo a DNA with test to be stored on file in the event of common property damage. All cost for this will be the responsibility of the shareholder/resident. (Kits can be obtained online.) This must be provided within 30 days of the dog entering Troy Towers.
  - c) Copies of the pets' immunization and inoculations must be provided by an NJ licensed veterinarian for each pet and must be kept current. All renewals must be provided to management each year.
  - d) Management will collect a one-time, nonrefundable dog registration fee in the amount of \$250. This is to directly contribute to the increased impact on all common element expenses. The corporation reserves the right to assess and collect additional or increased fees, as the board of directors may deem necessary, from resident pet owners. The additional fees and additional non-refundable deposits under this pet policy do not limit residents' liability for property damages, cleaning, deodorization, de-fleaing, replacements or personal injuries arising from the keeping of a pet.
  - e) Subsequent to the one-time dog registration fee, Management will collect an annual dog registration fee of \$100 per year. This will be automatically billed on a yearly basis on the January 1 maintenance bill. For all permitted pets other than dogs, there will be a \$25 per pet one-time registration fee. *Shareholders with a permitted pet residing in the building prior to July 15, 2020, are grandfathered and the fee is waived.*

- 4) Common Areas:
- a) Pets are to be kept within the resident's apartment only. They are not to be left unattended on the balcony, and not permitted to roam unleashed in any part of the building.
  - b) All Pets are to wear ID tags at all times when not in the apartment.
  - c) Pets are not permitted in the lobby, garden areas, management office, pool or pool area, package room, storage rooms, laundry rooms. Furthermore, pets are not allowed to roam the halls or garage or to be walked in the halls or any common areas for any reason, other than to access the elevator, stairwell and/or entering/exiting the building.
  - d) Pets are permitted only in the designated elevators on the north and south side and/or stairwells, either held by their owner or on a short leash, when entering or exiting the building. For now, elevator 2 on the North side and elevator 4 on the South side are designated Pet elevators.
  - e) There are to be no pets in the lobby for any reason at all and must enter and exit from the basement.
  - f) Animals may not be tied to any fixed object anywhere outside the dwelling units.
  - g) Pets must be fed and watered inside the respective Unit where the pet resides. Pet food or water may not be left outside the respective Unit at any time.
- 5) Noise-odors-damage:
- a) Pet owners are responsible for the noise created by their pets.
  - b) Pets may not cause a disturbance that affects another resident.
  - c) If the noise complaints are not satisfactorily resolved after written notice to this violation, the board reserves the right to subject the pet to removal from the building.
  - d) Pet owners must clean up after their pets:
    - i) All pet waste and any associated litter, pads, paper etc., must be properly bagged, tied and disposed down the trash chutes.
    - ii) Pets are not permitted to relieve themselves anywhere on building property. This includes the lawn surrounding the building, on Troy Tower's property.
    - iii) In the event of accidental waste on the property, the pet owner must immediately first remove any waste, secondly, notify the front desk immediately so that proper sanitization steps can be taken and fill out work order. If you do not report it to the front desk, you will be fined. Subject to the cleaning necessary, management reserves the right to apply those costs to the pet owner, as related to the cleanup and sanitization.
  - e) Pet owners are responsible for any damage that is caused by their pet.
  - f) No animal may be kept, bred, or raised for commercial purposes.
- 6) Indemnification
- a) All pet owners agree to hold HTTAC harmless and free from any loss, claim, or liability whatsoever that may arise from the keeping of your pet at Troy Towers. As the owner of a pet, such owner is strictly liable for any injuries or damage caused by such pet to a person or property. Such owner shall thus be held responsible to indemnify such injured

parties for any and all medical costs, repairs, legal costs and other incidental costs resulting from any such damage.

- b) The Board of Directors, at its' sole discretion, may require that any resident dog, or dog proposed for residency, be evaluated by a professional trainer, chosen by the board, for behavioral issues the board deems to be of concern. The expense for this evaluation and any appropriate behavioral training will be the pet owner's expense.

7) Enforcement

- a) In addition to the pet policy, residents are required to abide by any and all rules outlined in the municipal animal ordinance for Union City as outlined here- <https://www.ecode360.com/15744512>
- b) This includes but is not limited to determining if a pet endangers the health or security of any resident or creates a nuisance or unrealistic disturbance.
- c) The board reserves the right to prohibit, at its sole discretion, keeping certain animals as pets, such as undomesticated animals or dangerous animals or animals not commonly known as pets. Furthermore, it reserves the right to request removal of a pet upon SEVEN (7) days' written notice, at the owner's expense, if pet is deemed unsafe.

8) Violation of Rules

- a) If the board, in its sole and absolute discretion, determines that these rules have been repeatedly violated, or if it determines that a particular pet poses an immediate risk of injury and/or significant damage to the Property, the Board may require that the pet be immediately and permanently removed from the premises at the owner's expense.
- b) Violation Fines:

Category	Behavior	Fine
Noise	Barking, loud chirping, meowing, growling or running- categorized as incessant noise.	\$250
Property Damage	Animal waste in a common area that is not reported.	\$250
Property Damage	Structural or aesthetic damage to any common area.	Cost of repair
Policy Violation	Having animals in a prohibited area (pertains to elevators and all areas outlined in the policy).	\$250
Policy Violation	Unregistered dog residing in the unit.	\$250
Policy Violation	Animal urinating or defecating in a prohibited area (common areas, balconies, front lawns).	\$250
Additional	Any violation relating to or concerning pets or animals not otherwise specified above.	\$250

- 9) Additional Rules: The Board reserves the right to make changes to the Rules and Regulations governing the keeping of pets. Such revised Rules and Regulations will then be circulated to residents who are registered with Management as being pet owners.

## Frequently Asked Questions

### Policy Changes

*Q Why is this policy changing now?*

A The Board has decided to change the house rules to allow dogs because it feels that: (i) residents can easily obtain the required documentation to force the building to allow their dogs with little obligation to comply with our other House Rules; and (ii) because many shareholders have indicated their desire to allow dogs as pets, as well as their willingness to comply with reasonable House Rules to control their pets and ensure the safety and serenity of all shareholders, residents and guests at the building.

*Q How do I register my pet? Where will this information be stored and what will it be used for?*

A Please contact the office to fill out a registration form and pay the necessary fees prior to bringing the pet to Troy Towers. This information will be stored in our secured file room inside the building. It is important to register your pet for several reasons including the protection of other shareholders and the protection of your pet. In the event of an emergency or if your pet is lost in the building, the office can pull your records with a description and a picture of your pet, letting first responders know, as well as alerting other residents to be on the lookout.

*Q If I am a current shareholder, do I need to register my pet, and do I need to pay the fee?*

A Yes, you need to register your pet. You do not need to pay the fee for any permitted pet residing in the building prior to July 15, 2020.

*Q Why is there a charge to have pets all of a sudden? What will it be used for?*

A The change in policy to now allow dogs will increase our need to keep hallways, elevators and the basement level clean and free from animal hair or other materials. The fees will be used to offset the increase in time spent for extra cleaning and enforcement of the policy.

### Daily Life

*Q How do I dispose of my pet's waste? E.g., cat litter, pee pads, bird cage lining?*

A Our current policy required cat owners to double bag cat litter and leave it in the garbage room on the floor. Going forward, our new policy will require all pet owners to double bag all animal waste and dispose through the trash chutes on each floor.

*Q I let my cat out in the hall, will this no longer be allowed with new policy?*

A Cats were never and will continue to not be allowed to freely roam the hallways. This applies to all animals. Not only is this a violation of our house rules, this puts your animals' safety at risk.

*Q How do I exit and enter the building with my pet?*

A All animals must enter and exit through the basement doors. In the interest of shareholders with allergies, animals can only use elevator 2 on the North side and elevator 4 on the South side.

Q *My dog loves to swim, will this be allowed?*

A Dogs or any other animals are prohibited from entering the pool area.

Q *How many animals can I own?*

A As per the new pet policy, you may own a maximum of 1 dog per unit. All other animals do not have a restriction, however, if the number of animals you own put yourself or other shareholder at risk, it will be reported to the Department of Health and Animal Control to be dealt with properly.

Q *Where can my animal go to the bathroom?*

A Animals are not allowed to relieve themselves on balconies, hallways, elevators, or our property immediately outside the building (including grassy areas in front of the building and across the street).

Q *Can my friend come and visit with their dog?*

A No, only resident owned dogs, who are registered, can enter and reside in the building.

#### **Filing Complaints:**

Q *What is the process for reporting a noise complaint? What is the fine?*

A Reporting noise complaints can be done via the front desk or the management office. We highly advise against you directly confronting the person suspected of the noise complaint, but rather let our staff properly investigate and resolve the situation. Keep in mind, sound travels differently in a concrete building and where you think a sound comes from may not be the actual origination point.

Q *What is the process for handling damage to common areas?*

A First, pets are not allowed in common areas such as the lobby, pool, gym, library, and community room. However, if your pet has an accident in the hallways or basement foyers, please first try to clean the area by removing any waste, secondly, notify the front desk immediately. If you do not report it to the front desk, you will be fined.

#### **Corporation Concerns:**

Q *How will this impact my property value?*

A After consulting with multiple real estate professionals, the board feels this change in policy may have a positive effect on property value, decrease the number of days on market, and may attract a larger volume of buyers to our building.

Q *Who is responsible if I am bitten by an animal on property?*

A Please see the attached waiver.

## **Hudson-Troy Towers Apartment Corp.**

### **Waiver of Liability, Assumption of Risk and Indemnification Agreement Harboring / Permission to Access Corporation Property Regarding Dogs and Cats**

**Waiver of Liability:** In consideration of the authorization to keep, raise, harbor or otherwise be permitted to allow a pet dog or cat to enter (collectively, to "Keep a Pet") upon the property of the Hudson-Troy Towers Apartment Corp., and/or any apartment within the Hudson-Troy Towers building (collectively, the "Premises"), I for myself, my heirs, personal representatives, guests, invitees or assigns (collectively "I"), do hereby release, waive, discharge, and covenant not to sue the following persons and entities: Hudson-Troy Towers Apartment Corp., and its trustees, directors, officers, employees and agents, including without limitation, its managing agent and any of its managing agent's representatives (collectively, "HTT"), with respect to any liability or claim of liability, including any negligence of HTT, resulting or allegedly resulting in personal injury, accidents, or illnesses (including death) and/or property loss arising from such animal and/or Keeping a Pet.

**Assumption of Risk:** I, EXPRESSLY AGREE, as a condition of being allowed to Keep a Pet upon the Premises, that I freely accept and voluntarily assume all risks of personal injury or death or property damage, and FULLY RELEASE HTT from any and all liability for personal injury or death or property damage arising out of or resulting from Keeping a Pet. I am aware that the use of Premises to Keep a Pet involves many risks, dangers and hazards, INCLUDING NEGLIGENCE OF THE PART OF HTT. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury death, property damage and loss resulting therefrom.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold harmless HTT with respect to any and all claims, actions, or suits, whether rightfully or wrongfully filed or asserted, and any and all costs, expenses, damages and liabilities, including attorneys' fees and costs, as a result of this use of the Premises, Keeping a Pet and/or arising out of this agreement. With respect to this obligation, HTT may select counsel in its defense. If HTT, in enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, I agree to reimburse HTT for such expenses, attorneys' fees, or costs within 10 days after receiving written notice from HTT of the incurring of such expenses, costs, or obligations.

**Severability:** I further expressly agree that the forgoing waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Governing Law:** This agreement shall in all respects be construed and interpreted in accordance with and governed by the laws of the State of New Jersey and disputes hereunder shall be resolved in the Superior Court of New Jersey, County of Hudson

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Signature

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Print Name

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Address and phone number

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Type of Animal and Animals name and license/permit number issued by the City of Union City

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Date

## PET REGISTRATION

Owner's Name (s): \_\_\_\_\_ Apt #: \_\_\_\_\_

Unit Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I (we), \_\_\_\_\_, have received, understand and will abide by the Pet Policy as outlined in the House Rules. Failure in doing so will result in the fines and/or penalties outlined in the Pet Policy. If one of my pets is a dog, I received an HTTAC Dog Tag from the Management Office and understand the HTTAC Dog Tag must always be on my dog, no exceptions

I (we) understand that there will be a one-time, nonrefundable dog registration amount of \$250 billed to my maintenance, and a yearly annual registration fee of \$100 that will be billed yearly with the January maintenance bill. For all other permitted pets there will be a \$25 per pet one-time registration fee.

Furthermore, I understand that I have 30 days to provide the necessary required documentation outlined in the House Rules, including but not limited to immunization and inoculations (which must be updated yearly) records and DNA testing results.

I (we) have signed the HTTAC Waiver of Liability, Assumption of Risk and Indemnification Agreement Harboring / Permission to Access Corporation Property Regarding Dogs and Cats.

**Type of Pet:**

**Breed:**

**Color:**

**Age:**

**Weight:**

**Name:**

**HTAC Dog Tag Number:**

Submitted to:

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Michael J. Canberg  
Property Manager

By:

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SIGNATURE	PRINTED NAME	APT#	DATE
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SIGNATURE	PRINTED NAME	APT#	DATE
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