Kane Place Condo Association
Pets/Animal Welcome Policy
(Amended 02/2020)

The provisions noted here illustrate the pets-welcome policy for Kane Place Condo Association (hereafter known as the Association).

This policy pertains to any occupant of unit (unit owner, spouse/partner/significant other, children, relatives, renters, etc) as well as any pet/animal caregiver (such as dog walker or house sitter). Unit owners are responsible for the pets/animals of all visitors; such pets/animals are subject to the same considerations as resident pets outlined in this policy. Unit owner is ultimately responsible for abiding by this policy.

All pet/animal owners must comply with applicable local, state, and federal guidelines. Please note the City of Milwaukee currently regulates specific breed requirements for Pit Bull and Rottweiler breeds per Milwaukee Area Domestic Animal Control Commission (MADACC) regulations. For current information, visit http://madacc.com/faqs.htm

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals with disabilities.

A. Registration
Pet/Animal owners must complete and sign a Kane Place Pet/Animal Registration Form (attached herein)
for each pet/animal and submit to the Kane Place Condo Association Board (hereafter known as the Board), via the Property Manager, within 30 days of pet/animal occupancy. A current photograph must be attached for any pet/animal, excluding fish. Two (2) dogs or two (2) cats maximum (or one (1) of each) are allowed per unit. For other types of pets/animals, or if the number needs to exceed two(2) for any reason, the number allowed and type of pet/animal must to be approved by the board after a formal written request to the board.

1. Any pet/animal residing in a unit more than 30 days/calendar year must be registered with the Board as a resident pet/animal.

2. A one-time refundable pet deposit fee of $50 per unit will be paid to the Condo Association and is due with the Pet/Animal Registration Form. All pets within a unit are covered by a single deposit. Deposit will be returned at the conclusion of pet occupancy, provided the cost of any damage or injury and/or fines levied for pet policy violations have been paid in full.

B. Regulations

1. Pets/animals shall not be kept, bred, or used for any commercial purpose.

2. Pets/Animals must be confined to the pet/animal owner's unit and must not be allowed to roam free or be tethered in either indoor or outdoor common areas. Pets/Animals must not be left unattended balconies or stairways at any time.

3. Pet/Animal owners and pet/animal caregivers in transit with their pets/animals must enter and exit the building only through rear entrances (leading to the alley, not Kane Place), unless in a life or safety emergency or as otherwise directed by the Association. Pets/Animals in transit must be carried, restrained by a leash, or placed in an animal carrier.

4. Persons who walk pets/animals are responsible for immediately cleaning up after their pet/animal and discarding securely bagged pet/animal droppings in designated trash areas.

5. Pet/Animal owners are responsible for any damage to indoor or outdoor common areas caused by their pets/animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet/animal owner.

6. No pet/animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include, but are not limited to:
    a. Pets/Animals whose behavior causes personal injury or property damage
    b. Pets/Animals whose behavior is consistently unruly, such as nipping or biting
    c. Pets/Animals who make noise continuously to the disturbance of another unit occupant
    d. Pets/Animals who relieve themselves on walls or floors of common areas
    e. Pets/Animals who exhibit aggressive or other dangerous behavior
    f. Pets/Animals who are conspicuously unclean or parasite infested

7. Pet/Animal owners, pet/animal caregivers, and unit owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets/animals.

C. Enforcement

1. The Board recommends any resident observing an infraction of these rules to discuss the infraction in a neighborly fashion with the pet/animal owner in an effort to secure voluntary compliance.

2. If the complaint is not resolved, the owner with the complaint must put the complaint in writing (email is sufficient) and send it to the Property Manager for Board review.

3. If the Board finds sufficient evidence to support the claim, this will be considered the first violation. The Property Manager will send a written warning (email is sufficient) that outlines the policy violation. If damage to a common area occurred as a part of the violation, the Board will charge the owner for the repair. The Board reserves the right to charge a pet/animal owner for any administrative or legal costs incurred as a result of pet/animal policy violations. See Appendix A below.

4. Upon further noncompliance (second violation), and written notice as outlined previously, the Board will determine if evidence exists to support the claim. If the Board determines the claim is supported, the Property Manager will notify the pet/animal owner in writing (email is sufficient) of the second violation, charged a $100 fee (non-refundable), and if damage occurred, charged to fix that damage. See Appendix A below.

5. If a third violation occurs, the owners, the Board, and the Property Manager will follow the same processes as outlined above. If evidence exists to support the third claim, the Board will notify the pet/animal owner of the third violation in writing (email is sufficient), charge the owner a $150 fee (non-refundable), and if damage occurred, charge the owner to fix that damage. See Appendix A below.

6. If the Board determines that a fourth violation has occurred, then the Board reserves the authority to require the pet/animal owner to remove the pet/animal permanently from the premises.

Appendix A

Infraction	Fee	Notes
Pet/animal policy first violation	Warning letter	Per Section C (3)
Pet/animal policy second violation	$100	Per Section C (4). $50 of this amount will be taken from the initial pet deposit (if applicable)
Pet/animal policy third violation	$150	Per Section C (5)