

SAN MARCOS HOUSING AUTHORITY

Pet Ownership Rules

1. Common household pet means a domesticated cat, dog, bird, and fish in aquariums. These definitions do not include any wild animal, bird or fish.
2. Each household shall have only one pet (except fish).
3. The pet owner shall have only a small dog or cat. The animal's weight shall not exceed **20 pounds**. The animal's height shall not exceed twelve inches and be under sixteen inches in length. Such limitations do not apply to a seeing-eye dog used to assist a handicapped or disabled resident.
4. Pet owners shall license their pets yearly with the City of San Marcos. The pet owner must show the Authority proof of annual rabies and distemper booster inoculations.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.
7. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird shall confine the bird to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
8. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
9. No pet owner shall keep a vicious or intimidating pet on the premises. If the pet owner declines, delays or refuses to remove the pet from the premises, the Authority shall do so, in order to safeguard the health and welfare of other residents.

10. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays, or refuses to remove the pet from the premises, the Authority shall do so.
11. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a sack in a designated container outside the building where the pet owner lives.
12. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice a day; remove the animal droppings at least twice per day and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a sack in a designated container outside the building where the pet owner lives.
13. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the Authority.
14. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
15. Authority staff shall enter a dwelling unit where a pet has been left unattended for twenty-four (24) hours, remove the pet and transfer it to proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The Authority shall accept no responsibility for the pet under such circumstances.
16. Each pet owner shall pay an un-refundable fee deposit of \$75.00. This deposit will be paid in advance. There is no pet deposit for fish, birds, gerbils and guinea pigs. The pet deposit is not part of the rent payable by the rent owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives.

17. All residents, including the elderly, handicapped, and disabled, are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the Authority.

18. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from Authority premises.

19. Should any pet housed in the Authority's facilities give birth to a litter, the residents shall remove from the premises all of said pets except one.

20. If a resident, including a pet owner, breaches any of the rules set forth above, after being afforded the right to cure any violations the Authority may:

1. Required resident to begin getting rid of the pet within fourteen (14) days notice by the HA; and/or

2. Evict the resident or pet owner.

I have read and understand the above pet ownership rules and agreed to abide by them.

Resident's Signature

HA Staff member's Signature

Date

Date

Type of Animal and Breed

Name of Pet

Description of Pet (color, size, weight, sex, etc)

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box, street address; zip code; area code and telephone number:

Resident's Signature

Date