

Restrictions on Pets

Residential Unit Owners will be permitted to keep dogs, cats, or other common household pets in their Residential Unit subject to the provisions of this regulation and subject to the rights of a Residential Unit Owner pursuant to any federal, state or city law or regulation. The foregoing notwithstanding, no breed or mix of dog, including, but not limited to, Pit Bull Terriers (American, Staffordshire and American Staffordshire), Rottweilers, Doberman Pinschers, German Shepherds, Chow Chows, Akitas, Alaskan Malamutes, Wolf Hybrids and Mastiffs (Bullmastiffs, Presa Canarios, Neapolitan Mastiffs, etc.), deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. The foregoing notwithstanding, no more than a total of two (2) dogs, cats and/or one (1) single small animal enclosure containing small aquarium-size fish or small birds per Residential Unit will be permitted. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified therapy support dog or animal under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or any applicable local law ("Support Animal") required for a qualified resident, or guest pursuant to the requirements of said statutes or codes for a Support Animal. No exotic animals such as snakes or undomesticated wild animals are permitted in a Residential Unit. No animals may be kept or maintained in a Residential Unit for any commercial purposes; and provided further that any such pet, including a Support Animal, causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. The Board of Managers shall also have the right to require payment of a one-time, non-refundable fee from each Residential Unit Owner, in such amount as the Board may determine and re-determine from time to time, as a pre-condition to permitting one or more household pets to be kept in the Owner's Residential Unit; notwithstanding, the Board may not impose such a fee at any time in connection with a Support Animal. Any such fees collected by Board of Managers will be used to reduce Common Charges and/or defray Common Expenses of all Residential Unit Owners. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless crated, carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for (i) picking up and disposing of their pet's waste; (ii) for any damage caused by their pets to any Common Elements of the Condominium; (iii) keeping their pets immunizations up to date; (iv) indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and

expenses resulting from acts of such pet; and (v) abiding by any and all Rules and Regulations applicable to the pets adopted with respect thereto; and (vi) abiding by all federal, state, city and local requirements applicable to Support Animals.

As provided in the Rules and Regulations, which may be revised or supplemented by the Board of Managers from time to time in its discretion, Residential Unit Owners must control and prevent their pets from excessive barking, mewling, howling, noise, or other behavior which disrupts the quiet enjoyment of other Owners or disrupts the day-to-day business of the Condominium. Owners may not allow or permit their pets to frighten, assault, injure, bite, or attack any other person or animal. Owners must properly feed, water, clean, care, supervise, and provide veterinarian care for their pets at all times. Owners may not leave their pets alone, unattended, or unsupervised for more than twelve (12) hours without water, food and outdoor access for defecating, if applicable. Owners may not leave any pet unattended for an unreasonable period of time, if the particular pet's age, medical condition or other condition requires attention and care more frequently than every twelve (12) hours. Owners may not crate, cage, or keep an unattended pet in a cage or crate for more than eight (8) hours at a time, except for purposes of house training. Owners may not crate any animal for more than twelve (12) hours at a time without proper supervision and allowing a reasonable time out of the crate for purposes of defecation and exercise. All dogs must be properly trained to defecate outside the Residential Unit in approved areas of the Condominium. All cats must have a litter box that is regularly cleaned. Owners should prevent their pets from defecating on floors, walls, doors, or the fixtures and must keep their Residential Units in a sanitary, and hygienic condition. Owners must maintain all applicable pets on a leash and follow all leash laws when the pet is outside of the Residential Unit and not in a carrying crate or within a Board-approved enclosed animal park, if any. Owners must maintain control over his or her animal at all times to prevent any loss, damage, or injury to the animal, to other persons, to the apartment community, or to other property. The leash used to control a pet may not be longer than eight (8) feet, or such other length as may be specified by applicable leash laws. Applicable pets must be properly licensed and identified with their name on a collar or identification tag that is readily visible and includes the pet owner's name and phone number. Owners must clean, remove, and properly dispose of all animal feces in a clean and sanitary manner. Owners must not allow animal excrement or urine to damage the landscaping, flowers, shrubs, grass, hallways, breezeways, elevators, stairs, balconies, or patios of the Condominium. Owners must use any designated areas for walking and defecating, if the Condominium has specifically designated certain areas for such purposes. Owners may not tie or any pet or other animal to a patio, balcony, building, fence, stake, tree, stairway, shrub, or other portion of the Condominium. Animals, other than disability service or assistance animals, are not permitted in the offices, laundry rooms and/or any recreational facilities or amenities of the Condominium, except for any pet facilities specifically designated for use by or with pets, as may be determined by the Board of Managers.