

THE HERMITAGE PET GUIDE

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The Hermitage Rules of Conduct, as specified within the bylaws, includes the Pet Guide. This guide details the requirements for pet ownership at The Hermitage. Compliance is not optional, and the guide may be subject to change as circumstances necessitate.

THE GUIDE

Recognizing that its residents comprise pet owners and non-pet owners alike, The Hermitage has established this guide to ensure the continued, peaceful co-existence of both.

What pets are welcome at The Hermitage?

Domestic **dogs** and **cats** are welcome at The Hermitage.

What *all* pet owners should know:

NOTE: Pet owners are subject to fines and penalties for failure to comply with any of these pet guidelines. (See **Schedule of Fines and Penalties—Pet Owners**, page 25.)

- You must **register your pet** with the HOA within 7 calendar days of bringing your new pet home.
 - To register your pet with the HOA:
 - Complete the **Pet Agreement registration form** (*available in the library or from the property management company*).
 - Submit the completed Pet Agreement registration form and your **registration-fee check** to the property management company. (*An easy way to submit is to put your registration packet through the slot in the library door.*) Make your check payable to *The Hermitage*.
 - The property management company **will provide a receipt** for your registration as soon as possible.
- Your pet must be **inoculated** (*as required by local law*).
- You must accept **full responsibility** for your pet, to include:
 - Complying with **all tenets** of the Pet Guide.
 - Providing appropriate **nourishment, medical attention, exercise, and safety precautions**.
 - Having your pet **spayed or neutered**.
 - Keeping pets **inside your unit** except during ingress/egress.
 - Not leaving your pet **unattended** in any common area or on balconies/patios.

- Not leaving your pet **tethered on a balcony/patio** if you are not home.
- Ensuring your pet doesn't **disturb the peace and quiet** of other residents or, otherwise, become a nuisance.
- Ensuring your pet takes a direct route to and from your unit, without visiting the lobby, community room, laundry room, fitness center, library, or bike room or lingering in the atrium area.
- If you lease your unit, you must have written consent from the unit owner to keep a pet. You must provide this written consent to the management company. **INCLUDE THIS ON PET REGISTRATION FORM.**
- You must read and **provide written agreement** (*as required in the Pet Agreement and Registration form*) to the Pet Guide **indemnification disclosure:**

INDEMNIFICATION

I indemnify and hold the HOA and each of the owners, their tenants, guests, and employees free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of my keeping or maintaining such pet within The Hermitage property. Further, I assume responsibility for any harm or damage done by me or by my pet.

What all residents should know:

| | |
|--|---|
| <ul style="list-style-type: none"> ● <i>Foster animals</i> | <p>Because our vertical community is more conducive to well-established, dependable pets, fostering animals (though noble) is prohibited.</p> |
| <ul style="list-style-type: none"> ● <i>Stray/feral animals</i> | <p>To avoid the threat of disease (and a host of other concerns), please do not provide food or water to stray or feral animals on The Hermitage grounds.</p> |
| <ul style="list-style-type: none"> ● <i>Visiting animals</i> | <p>Visiting animals are allowed on an exception basis only.</p> <ul style="list-style-type: none"> ○ If extenuating circumstances necessitate an animal visiting you at The Hermitage, please contact the Pet Committee or a member of the Board to make an exception request. Please make this request well in advance of the animal's visit. ○ Failure to secure an exception for visiting pets may result in fines and/or other penalties. ○ Visiting pets are subject to all rules and expectations as detailed in the Pet Guide. |

If you own a cat, this is what you should know:

- You may have up to **two** cats.
- Although cats are to be registered with the HOA, a registration fee is *not* required.
- When outside your unit, hold your cat **off the ground** or transport it in a **designated carrier**.
- **Do not flush kitty litter**—even flushable kitty litter—within The Hermitage (as doing so clogs plumbing). Please place kitty litter in a sealed bag before disposal.

If you own a **dog**, this is what you should know:

NOTE: Foremost, **dog owners must maintain control of their dogs AT ALL TIMES.** The safety of people is paramount.

- You may have **one** dog.
- You must pay a **\$300** registration fee for your dog.
- This is a **nonrefundable, one-time** fee.
- The registration fee applies to your current dog, as well as any **subsequent** dog you may have.
- Dogs not registered within 7 calendar days of The Hermitage residence will be subject to the **\$250 non-registered-pet fine** (which will be due *in addition to* the \$300 registration fee).
- Your dog's ideal weight at maturity should not exceed **60 pounds**.
- Insurance restrictions **preclude "dangerous breeds"** from residing at The Hermitage.

Those breeds include:

- Pit Bulls
 - German Shepherd Dogs
 - Rottweilers
 - Doberman Pinschers
 - Chows
 - Mixed breeds of any of these
- (*Because it cannot be overemphasized ...*) You must **control your dog AT ALL TIMES.** Controlling your dog, among other things, means *keeping it out of another person's personal space.* Doing so will prevent pets from **sniffing, attacking, threatening, jumping up on,** or otherwise **disturbing** other people and animals.
 - During ingress/egress through common areas, walk your dog **close to your side** on a visible fixed-leash restraint.
 - Keep your dog on a **visible leash** when outside on The Hermitage property.
 - While on The Hermitage grounds, dogs **may relieve themselves only in the pet-designated grassy area on the Blossom Street side of the building.**
 - You are responsible for **immediately** removing any waste and disposing of it in a sealed bag in the outside trash bins. Composting of pet waste is not allowed on the property.
 - To maintain the integrity of the grounds, dogs *are not permitted* in **flower beds** or other **landscaped areas.**
 - If an accident happens inside (as accidents sometimes do, especially in elevators), it is your responsibility to immediately **clean and sanitize** after your dog.

What you should know about **assistance animals:**

- The Hermitage adheres to the guidelines and definitions governing assistance dogs as set forth by **HUD Notice FHEO-2020-01**, as well as other acts and agencies referenced therein.
- The Hermitage will assess individual accommodation requests for disabled residents who fulfill the reasonable documentation requirement.

If you want to know more about assistance animals at The Hermitage, a copy of the **Assistance Animal Guide for Residents**—as well as an application for accommodation—is available from the management company.

Who's responsible for overseeing and enforcing the Pet Guide?

To ensure that everyone adheres to the highest standards, the HOA will appoint a **Pet Committee**. That committee will administer this guide, to include:

- responding to **complaints, appeals, and exception requests,**
- **mediating difficulties,**
- **recommending guide changes** as needed, *and*
- **notifying the Board of violations.**

The Board will levy applicable fines, which will be administered through the property management company.

NOTE: If you're seeking an **exception** to this guide, you may submit an **exception request** to the Pet Committee. Requests from **leasing tenants** will be accepted only with **written approval** from the unit owner.

In executing its function, the Pet Committee and HOA Board will take City Code *definitions* into consideration:

https://library.municode.com/sc/columbia/codes/code_of_ordinances?nodeId=COOR_CH4AN_ARTIIIANCO

• **Nuisance Animal**

- Your pet may be considered a **nuisance animal** if it:
 - Disturbs the rights of others.
 - Threatens the safety of others.
 - Inflicts damages on others.
 - Interferes with others' ordinary use and enjoyment of their property.
- **You** may be contributing to nuisance animal **behavior** if you:
 - Fail to exercise sufficient restraint to control your pet.
 - Allow your pet to damage others' property.
 - Fail to maintain sanitary conditions for your pet, which results in offensive odors or results in danger to your pet or others.
 - Allow your pet to interfere with the reasonable use and enjoyment of neighboring premises. Such interference may take the form of excessive, continuous, or untimely noise (e.g., barking, whining, howling), which results in serious annoyance to neighbors.
 - Maintain a pet that is diseased and dangerous to the public health.
 - Allow your pet to habitually or repeatedly chase, snap at, attack, or bark at pedestrians, bicycles, or vehicles.
- A dog *invading someone's personal space and sniffing* is **an example of nuisance behavior**.

• **Aggressive Animal**

- Your pet may be considered an **aggressive animal** if it:
 - Exhibits unprovoked behavior which causes a person to reasonably believe that the animal may cause harm to a person or to another animal.
 - Engages in menacing behavior such as growling, baring its teeth, snarling, snapping, charging, or nuisance biting.
- If properly employed, the following measures can protect the public (and other animals) from harm—or the *threat* of harm—from an **aggressive animal**:
 - Adequate confinement,
 - Restraint,
 - Muzzling, *and*
 - Training.
- *Unprovoked growling* is **an example of aggressive behavior**.

• **Dangerous Animal**

- Your pet may be considered a **dangerous animal** if:
 - You know (or reasonably *should* know) that it has a propensity, tendency, or disposition to attack unprovoked; to cause injury; or to otherwise endanger the safety of humans or pets.
 - The usual methods of control (*e.g., adequate confinement, restraint, muzzling, or training*) will not or do not protect the public or other animals from harm or the threat of harm.
- *Biting* is **an example of dangerous behavior**.

Fines and Penalties

To enjoy having a pet at The Hermitage means complying with the Pet Guide in its entirety. Pet owners who choose to not comply may be subject to fines or penalties. At its discretion, the HOA Board will use the following table when enforcing the Pet Guide.

| Schedule of Fines and Penalties—Pet Owners | | |
|---|---------------------------|---|
| Category: NON-REGISTERED PET | | |
| Taking more than 7 days after pet moves into The Hermitage to submit Hermitage Pet Agreement and Registration form and \$300 registration fee. | = | \$250 (in addition to the \$300 registration fee) |
| Category: WHEN NATURE CALLS (pet waste) | | |
| NOTE: Warnings will <i>not</i> be given to pet owners who fail to clean up after a pet has relieved itself. A \$100 fine will be assessed for this breach each time it occurs. | | |
| | In designated area | In non-designated area |
| Pet relieves itself. | No fine | \$100 fine |
| Pet enters, but does not relieve itself. | No fine | \$100 fine |
| Owner cleans up after pet, properly disposing of waste. | No fine | \$100 fine (for allowing pet in non-designated area) |
| Owner does not clean up after pet (to include sanitizing after indoor accidents). | \$100 fine | \$200 fine (\$100 for being in non-designated area + \$100 for not cleaning up after pet) |
| Category: NUISANCE | | |
| Violations in this category are subject to the following penalties: | | |
| First 3 violations | = | Warning (3 warnings) |
| Fourth violation after 3 warnings | = | \$100 fine |
| Fifth violation after 3 warnings | = | \$200 fine |
| Sixth violation after 3 warnings | = | \$300 fine |
| Each subsequent violation thereafter | = | At Board discretion |
| Category: AGGRESSIVE | | |
| Violations in this category are subject to fine and the requirement that pet be visibly muzzled while outside its unit and on The Hermitage grounds. | | |
| Habitual offenders may be subject to additional penalties up to and including expulsion. | | |
| Pet owners could have three days to comply with muzzle requirement without incurring additional penalties. | | |
| Category: DANGEROUS | | |
| Violations in this category are subject to mandatory expulsion from The Hermitage property. | | |
| If a pet's behavior causes it to be expelled, it must be removed immediately and permanently. | | |

A note about fines ...

The *unit owner* is responsible for any fines posted to his or her account. In a *leased* unit, the tenant pet owner may pay fine to the management company directly.

Fines shall be paid to the property management company within ten days after notification. Additional fees (*at the same rate as late regime-fee payments*) will accrue after ten days.

Hermitage Pet Agreement and Registration

The Hermitage | 619 King Street | Columbia, South Carolina 29205

Note:

- Submit completed **Pet Guide Agreement** to the management company along with pet registration fee, if required.
- Tenants must provide the management company with the unit owner's written consent to keep a pet.
- Assistance animals are not pets. See management company for the **Assistance Animal Guide for Residents**.

About You ...

Owner Tenant

| | |
|----------------|--|
| Name: | |
| Unit #: | |
| Phone: | |
| Email: | |

About Your Pet ...

Dog Cat

| | | |
|---|--------------------------|--|
| (if dog) Breed: | | |
| Pet's Name: | | |
| Pet's Age: | | |
| Pet Arrives at The Hermitage (date): | | |
| City of Columbia Registration: (dogs and cats per city code) | Registration No.: | |
| | Date: | |

Fees ...

| | |
|--|-------|
| One-time dog registration fee: | \$300 |
| Late registration fee if received more than 7 days after move-in or after acquiring dog: | \$250 |

I hereby acknowledge that I have received a copy of The Hermitage Pet Guide, which provides the terms, conditions, and rules of my having a pet at The Hermitage. I understand that The Hermitage can, at its sole discretion, modify, eliminate, revise, or deviate from the guidelines and information in this guide as circumstances or situations warrant.

I also understand that any changes The Hermitage makes with respect to its terms, conditions, or rules can supersede, modify, or eliminate any of the terms, conditions, or rules outlined in this guide. I accept responsibility for familiarizing myself with the information in this guide and will seek verification or clarification of its content where necessary. I agree to be bound by and to comply with all Pet Guide rules and guidelines, and I agree to be held accountable for any breach of the rules as committed by me or by my pet.

INDEMNIFICATION: I also indemnify and hold the HOA and each of the owners, their tenants, guests, and employees free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of my keeping or maintaining such pet within The Hermitage property. Further, I assume responsibility for any harm or damage done by me or by my pet.

| | | |
|------------------------|-------------|-----------|
| SIGNATURE OF PET OWNER | AMOUNT PAID | DATE PAID |
|------------------------|-------------|-----------|