**Welcome to life at Catalina Condos By the Sea!**

We like to think you have just moved to one of the best kept secrets on Ocean Drive where you get to enjoy the ever-changing bay water views and sunsets, along with the added benefits of small community living.

Our Amenities include…

Pool, party room, gorgeous pier with fish stand area, meeting room, assigned parking (either garage or open), trash service (from each floor), pest control, a gorgeous new website (under construction), a new professional management team that aims to please and a great - wonderfully old fashioned - sense of neighborhood. We **love** our seaside home and are so glad to have you here!

Some important things to KNOW…

Like every home, ours has its idiosyncrasies. Here are some bits of tribal knowledge to keep in mind as you settle in:

Our particular type of construction is a great conductor of noise! Ask any resident and they’ll be happy to expound upon the details of hollow core block and beam construction as a sound transference system! So we ask you to be particularly careful to:

* Interior renovations require approval of Board, please send us your gorgeous update plans before beginning construction
* Not hang TV or sound system on any walls (drilling in walls not allowed)
* Watch for noise with hard soled shoes and furniture dragging – especially on hard surface flooring
* Please be aware of noise from enthusiastic swinging open of back patio doors
* Conversations carry everywhere on the water – if you don’t want us all to know, go for more of an inside voice on your back balcony
* **ALSO…** Parking is assigned – if you have a garage it must be used for your car. If not, you will have an outside space that is all yours. There are a few unassigned spaces too. The first three of those off of Ocean are for smaller vehicles ONLY (safety!)

**Please** be sure to go through these House Rules and other Governing Documents so we can all be good neighbors together. If documents haven’t been provided, or if you have any questions or concerns, our Management Team will be happy to help. Please feel free to contact us at:

4334 Ocean Drive, Corpus Christi, Texas, 78412

[catalinacondoscc@gmail.com](mailto:catalinacondoscc@gmail.com), [www.catalinacondosbythesea.com](http://www.catalinacondosbythesea.com),

Or by phone: 361-452-0941

Again, **Welcome to Catalina! We can’t wait to get to know you!**

**House Rules: 2020**

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**Please Note**, violations of any Rules or other governing documents are all subject to fine after first written warning. Where a specific fine is not listed herein, the Board reserves the right to assign one on the basis of severity of violation.

**QUIET ENJOYMENT**

Quiet enjoyment is the right of a property owner or tenant to enjoy his or her property in peaceful possession and without interference. Residents shall exercise reasonable care and control of noises, created by any manner within their unit space, on common element or within its appurtenances, which may be considered by a reasonable person to be a violation of the *Nuisance Clause within our Governing Documents.*

**SECTION 1: NOISE**

1. Be aware that sound travels over water. Please be mindful of your neighbors while entertaining on your balcony to keep voices at a conversational level and keep music at a low volume.
2. Our cinderblock walls are hollow and noise travels through the walls. Music, especially the bass, as well as the television should be kept at low volume.
3. Equipment such as dishwasher, disposal, washer, dryer, vacuum cleaner, etcetera should be used only at sensible hours.
4. Please be aware of noise created by hard soled shoes such as high heels and boots, especially on hard surface flooring.
5. Please be aware of noise created when rearranging or moving furniture - use of furniture pads is highly recommended.
6. Please open/close balcony doors carefully, as their sound resonates to surrounding units.
7. Use of party room is encouraged for large parties.
8. Noise from remodeling (hammering, drilling, sawing, etcetera)is limited to the hours of **8:30AM to 5:30PM Monday through Friday and 10:00AM to 2:00PM on Saturday. No remodeling is allowed on Sundays.**
9. **Absolutely no jack hammers** are to be used in remodeling.
10. For all noise violations, police may be called. **In addition, after first written warning, a fine of $100 per day shall be imposed on owners not in compliance.**
11. QUIET ENJOYMENT – **Owners/Tenets do NOT have a right to live in a noise-free environment.** An occasional barking dog, crying baby, or neighboring party is inevitable. Intensity and duration are factors in determining whether something is a nuisance. Persistent noise becomes a “nuisance” which may require the Condo HOA to take action to abate nuisance. **A fine of $75.00 per occurrence shall be imposed for non-compliance rising to the level of “nuisance”.**
12. ELIMINATING NOISE – If noise is a common area problem such as a water pump or other mechanical devise, the HOA can correct it by replacing the equipment or surrounding it with insulation materials. If it is a noise problem caused by a resident (such as a loud stereo or barking dog), the HOA can require the owner to correct the problem. In the event a resident fails to comply with a reasonable noise elimination request**, a fine to be determined by the Board shall be imposed after first written warning.**
13. NON-RETALIATION – ***Catalina Condominiums strictly prohibits retaliation against any owners/tenants of its community for good faith reporting of violations or concerns, or for participating in efforts to resolve such.*** Catalina Management considers such reporting, inquiring, or participating to be protected activities in which all members and residents may freely engage. Retaliation shall be dealt with in the strictest manner, up to and including legal action on behalf of the reporting resident.
14. REPORTING - **Please report standard noise violations during office hours.** Complete the Manager’s Request Form available in office**.** Management will work to resolve the problem. If you feel there is an emergency after hours, please call 911 and contact the manager, whose name and information will be posted on the bulletin board.

**SECTION 2: GARAGE USE** (Common Element Restricted Usage)

1. Each garage lessee and/or tenant should complete the garage lease form. **Owners and/or tenants must use the garage space to park their vehicles. “Vehicle” for this purpose is defined as a car, truck, sport utility vehicle “SUV”, van, or motorcycle in use. vehicle as defined as here and does not include boats.**
2. We have twenty-nine spaces on the parking lot of which eleven are reserved “courtesy” spaces for owners who do not have a garage. This building has forty-four units so, doing the math, every open space on the lot is vital.
3. Management must be contacted for any proposed change or modification of the interior of the garage space and such must be registered with Office/HOA.
4. Damage to the interior will be the responsibility of the leaseholder. The Board of Directors can order repairs, and leaseholder(s) will be billed for repairs and upkeep.
5. No appliance may remain plugged in within the garage space. If power tools trip the breakers, please notify the Condo office/management.
6. Each party who shares a garage must keep to his or her side of the garage.
7. The garage doors shall be kept closed.
8. **DO NOT** use remote to open your garage door **until it is in your sight** (your neighbor may be using it!)
9. At no time shall vehicles double-park, block the drive, block the front hydrant, or park in the fire zones. **Fine is $150.00 per occurrence, with risk of tow.**
10. Safety keys shall be issued. One key for each space will be issued to open the door in case of electrical cut-offs or mechanical issues with garage door openers.
11. Parking in yellow zone is limited to fifteen (15) minutes. Vehicles left standing in yellow zone shall be towed.

**SECTION 3: PARKING**

1. Drive slowly and observe entry as well as exit signs.
2. Get license plate numbers of persons driving at excessive/unsafe speeds in parking area.
3. Park vehicles between lines utilizing only one space.
4. Never block the covered entrance to Catalina Condos. Please pull to one side.
5. **Do NOT park along the red curb close to the building as ambulances and fire trucks must be able to get through. Violators will be towed at owners’ expense.**
6. *The only exception to front curb parking is loading/unloading, limited at 15 minutes – along the yellow curb only.*
7. Owners must register vehicles with the Condo Office.
8. Owners shall provide completed and updated information sheets regarding tenants’ vehicle information.
9. All owners are guaranteed one parking space. Those not having a garage space have been assigned a “courtesy” reserved space on the lot. All unreserved spaces are provided for on “first come first served basis”.
10. Management reserves the right to tow vehicles with expired inspection stickers, flat tires, or vehicles not considered road worthy.
11. The first three spaces by the entrance are limited to small vehicles only. Large pickup trucks, vans, SUVs, or other oversized vehicles are NOT allowed to park in these 3 designated parking spots. There are three spaces between garages and sidewalk which may be used for “overflow” purposes if the lot is entirely full.

**SECTION 4: UNIT MODIFICATIONS AND MAINTENANCE**

1. No structural modifications can be made within a condo unit without **written approval** from the Board of Directors. **Please contact office for details.**
2. Contact the office with plans and permits if remodeling is contemplated to minimize your financial risk liability. Use only certified licensed professionals. Do-it-yourself projects can result in damage to pipes, wires, and other critical elements. The office has a list of vetted plumbers, electricians, and HVAC companies that are familiar with the building. \*\*\*\* If approved, owner **must** provide all necessary permitting licensing and insurance.
3. **DO NOT** drill, cut into or change walls, floors, front entrance door or any exterior surface. \*\*\* This includes penetrating mounting of any personal or real property (**such as televisions)** on any walls. **Please contact office if questions.**
4. Maintenance within units is the responsibility of the Owner (faucets, drains, plumbing, fixtures, electrical plugs, switches, light fixtures, appliances, **hurricane shutters**, etc.)
5. Assistance for replacement or repair to owners components can be arranged through the condos office but must be paid for by the owner or residents directly.
6. Structural repairs to the balconies will be the responsibility of the Council of Co-owners, but shutters, windows, window panes and sliding glass doors are the responsibility of owners.
7. Condo association is not responsible for damage to specialized equipment, such as “instant hot water appliance” if appliances are damaged by water/electrical cut-offs.
8. **Request for repairs or maintenance to common elements are to be submitted on a written work order (Manager’s Request Form)** **that is available in the Condo Office.**

**SECTION5: COMMON AREAS**

1. BALCONY – Do not sweep or throw things over the side. Do not over-water plants (so water doesn’t fall to balcony below).
2. SMOKERS – **Smoking as well as vaping is prohibited** **in all common areas,** including walkways. Do not throw butts over balconies or improperly dispose of butts anywhere on common elements. **Fine is $150.00 per occurrence.**
3. BARBEQUES AND HIBACHIS – Regardless of whether the grilling devices are electric, propane, or coal burning, they are not permitted on the balconies of the property according to the current city ordinance. **Anyone discovered grilling on their balconies shall be fined $150.00 per occurrence.**
4. POLITICAL SIGNS – No political signs are allowed on the premises.
5. BULLETIN BOARD - The bulletin board is to be used to advertise condos for sale or rent (limited to 5” X 7”), information regarding condo matters, and items regarding condo owners that may be of general interest to other owners.
6. FIRE ALARMS – If the fire alarm goes off, assume there is a fire. **USE THE STAIRS** **TO EVACUATE. DO NOT USE ELEVATORS**. Once you are safely outside, call 911, and/or trip the fire alarm. Fire extinguishers are in the cabinets at the end of each hallway. The alarm will stop automatically in about 10 minutes.
7. TRASH – All trash must be properly contained before being placed in cans, including vehicle trash. Do not throw anything into the bay, per EPA Policy. **Fine is $150.00 per occurrence.**
8. CONSTRUCTION DEBRIS – cannot be placed in large trash containers. This is a violation of our contract with the service provider. All construction debris must be hauled off by your Contractor. Large containers are for personal household trash only.
9. CHILDREN – Children must always be supervised. They are not permitted to run or play in foyer, stairwells, parking lots, or elevators.
10. FEEDING BIRDS/ANIMALS – **DO NOT feed the birds** from the balcony, pool area or other common areas except the pier. **DO NOT feed any stray or wild animals** anywhere on common element. **Fine is $100.00 per occurrence.**
11. GROCERY CARTS – Grocery carts are to be returned to and kept stored inside the storage units’ closet. Keep these doors locked with carts inside.

**SECTION 6: INSURANCE**

1. According to the Declaration and/or Bylaws **each owner and/or tenant must furnish the office with proof of liability and personal property insurance, annually upon renewal.**

**SECTION 7: COMPLAINTS** – PROCEDURE FOR COMPLAINTS/ ENFORCMENT

1. A Condo Owner, Tenant, or Manager may file a written complaint for violations of our Declaration, Bylaws, or House Rules.
2. Management will follow up as is appropriate.

**SECTION 8: ELEVATOR EMERGENCY PHONE**

1. If you get stuck in the elevator:
2. Press the alarm button on the panel which will ring the bell.
3. If no response, open the door marked “Phone”, push the button and the automatic dialer will call our elevator repair company.
4. A red light will begin to blink, and you can carry on a two-way conversation with the elevator company.
5. This is for emergencies only; owners will be billed for non-emergency calls.

**SECTION 9: KEYS**

1. Management must have keys or codes to access each unit in case of an emergency and eminent damage to unit(s), in accordance with Texas Condominium Code. In the event of an emergency or required inspection; should an owner fail to comply with this requirement, Management or Association shall have the right to enter the unit by whatever means are necessary (locksmith, break down door – as conditions dictate) at the owner’s expense.
2. A list of keys that a new owner should receive will be sent to the title company along with the disclosure report required. Owners must relinquish keys to all common areas at the time of sale. If a buyer chooses to close without receiving all keys, the buyer will be responsible for replacement of the key. **The party room key cannot be duplicated, and replacement cost is $100.00.**

**SECTION 10: MOVING PROCEDURES**

1. The office must be notified before the moving van arrives. A long semi-rig cannot come onto our parking lot, nor can a long van which would block the garages. All moving vans must park on Ocean Drive past the entrance and exit areas and off load the vehicle from this location. **Drivers will be made to move their rigs/vehicles.**
2. While loading or unloading, do not stack furniture, boxes or trash to block the elevators, hallways, or entrances.
3. If your move requires the use of an elevator, Management can lock off one of the elevators for the use of the movers. The movers are required to use only one designated elevator. Management can remove the ceiling panels within the elevator if necessary.
4. If loading and unloading cannot be accomplished in one day, a moving truck must be moved off the parking lot or parked between the garage and the front wall at the entrance of the parking lot.
5. Do not hold or block elevator doors open. Any damage to elevators (or other common element) will be the responsibility of the person(s) moving.
6. **Owners** who are renting their units are responsible to provide these instructions to their tenants and stress these guidelines must be followed.
7. Repair of any damage incurred to Catalina Condo property while moving shall be the fiscal responsibility of the person(s) moving.

**SECTION 11: TENANTS**

1. All leases are subject to the rules and regulations set forth by the Declaration, Bylaws, and House Rules. Leases must be for a minimum of six months or more.
2. **Owners are responsible to provide tenants with governing documents. As Catalina’s contractual agreement is with Owners, any fines for violations by a tenant shall be applied to the Owners account.**

**SECTION 12: PARTY ROOM**

1. There are two party room facilities are for the use of Catalina Condominium Unit Owners and Tenants only. An Owner or Tenet may reserve the party room.
2. Owner/Tenant must be in attendance for the function and assume all responsibility for proper conduct of all guests, noise level, clean up, and damages to the premises and will be assessed costs if necessary. No sleeping in party room or party area.
3. The party room to be reserved must be specific (only one) at least 3 days in advance of use. Management reserves the right to determine if the intended use, group, size, etcetera is acceptable.
4. Garbage must be taken to outside containers at the end of party.
5. Do NOT leave your personal belongings, trash, or food in the party room overnight.

**SECTION 13: PARTY RULES**

1. **The party room is provided clean and is to be left cleaned, or a charge will be assessed at a minimum of $25 per hour.**
2. User is responsible for all set-up and clean-up, including cleaning of counters, floors, restrooms, emptying trash containers, etcetera.
3. All furniture is always to remain inside.
4. All lights are to be turned off, the thermostat set back to 60 for heating and 80 for cooling, and all doors locked before you leave.
5. Only owners or tenants may reserve a party room and any party for minors must be chaperoned by an adult owner or tenant.
6. Owners or tenants must register with the Office in advance and will be responsible for controlling the noise level of such gatherings, particularly music, by 9:00PM Sunday through Thursday and by 11:00PM Friday and Saturday.
7. Do not leave the pool door unlocked at any time for any reason.
8. Party room furniture and pool furniture cushions from the outside furniture must be returned to the locked party room before leaving.
9. Pets must be kept out of the party room and pool area.
10. Birds must not be fed in the pool area or off balcony of main party room.
11. Running, roughhousing, and other dangerous activities are not permitted.
12. If children attend the party, they must always be supervised.
13. Owners are responsible for any loss or damages to the facilities or equipment caused by you or your guests.

**SECTION 14: PIER**

1. Pier use is restricted to owners/tenants and their guests.
2. Owner is liable for any damage to the pier caused by his/her guests and is solely responsible for any injuries that may be sustained by his/her guests while using the pier.
3. An adult must accompany children under 14.
4. Owners should accompany guests using the pier. If that is not possible, a maximum of two guests are allowed on the pier provided they sign in on the sheet in the party room.
5. No running, climbing, walking the rails, yelling, any kind of roughhousing or sleeping is allowed on the pier. Loud conversations on pier should be avoided.
6. Do not adjust the pier lights.
7. Always wear shoes to avoid splinters, hooks, and nails.
8. When casting, please take care to keep from breaking the 80-pound test line on the railing that is keeping the bird droppings off the pier. If you do break the line, secure it so others don’t trip over it and let management know.
9. Notify the Office immediately of the need to fix any pier problems.
10. Be sure to follow State Law - the game warden frequently patrols this pier checking for licenses, size and number of fish, trespassers, unauthorized keys, traffic warrants, etcetera.
11. Enjoy the pier in safety!

**SECTION 15: POOL USE**

1. POOL HOURS – Pool hours are from 8:00AM to 10:00PM.
2. **There is no lifeguard on duty at any time.**
3. NO DIVING – There is absolutely **NO DIVING**. Owners are liable for accidents or injuries around the pool.
4. Children in diapers are not allowed in the pool, **unless in “swimming diapers”.**
5. Children under 14 must be supervised at poolside by an adult.
6. **No glass or breakable containers are to be taken into the pool area.**
7. Running, roughhousing or other activity that is dangerous around water is not permitted.
8. Please be mindful of your neighbors and control the noise levels of you or your group.
9. Trash and containers from any food or drink must be promptly disposed of outside of the pool area.
10. DRESS CODE – Nudity or transparent swimming attire are not appropriate for a residential facility and you may be asked to leave the pool.
11. If you have a large group using the pool, please be conscious of and courteous to other residents who may wish to use the pool at the same time.
12. Animals are not allowed in the pool or pool area.
13. Management reserves the right to determine if the intended use, group, size, etcetera of a party is acceptable.
14. Any violation of the Pool Rules as listed herein **shall incur a fine of $125.00 per occurrence after first written warning.**

**SECTION 16: PETS**

1. Pets must be kept on a leash or otherwise contained and under control at all times on common elements.
2. Pets shall not be allowed in the pool or pool area, per City Health Codes for commercial pools.
3. If a pet is exhibiting aggressive or dangerous behavior toward residents, the Board of Directors will assess the situation to determine if the animal needs to be removed.
4. Owners must remove all pet waste from common element and dispose of in exterior trash containers (not building containers).
5. Excessive barking must be controlled.
6. Catalina Condominiums is not responsible or liable for any incidents or injuries concerning pets.
7. Vaccination records may be requested by management.
8. **Any violation of pet rules shall incur a fine of $150.00 after written warning.**

**SECTION 17: MANAGER’S HOURS**

1. Manager’s hours are posted on the bulletin board in the foyer.
2. **Please contact manager after hours in case of an emergency (fire, flood, “blood”, or dangerous violation of House Rules IN PROGRESS).**
3. All other matters should be reported during normal working hours.
4. **A fee of $75.00 for the manager’s time shall be incurred for the misuse of after-hours manager contacts.**

**SECTION 18: LATE PENALTIES FOR MAINATENANCE FEES**

1. Any owner whose maintenance fee is late beyond the grace period of ten days will incur a late fee of $45.00 per late payment.
2. For total account balances over $4600.00 interest shall be applied at a rate of 10% per annum, as allowable per Declaration.

**SECTION 19: USE OF CATALINA EMAIL FOR COMMUNITY INFORMATION**

1. While Catalina encourages open communication within our community, please observe all standard email etiquette when using this particular tool.
2. Be sure you have the permission of the recipient to use their email – especially if sharing in open copy with others.
3. Please be civil and do not use email as a tool to engage in disparagement, libel or other public defamation.
4. Any violation of email Rules listed herein **may incur a fine of $150.00 per occurrence**.

**SECTION 20: GENERAL PROVISIONS**

1. All residents shall observe all local, State and Federal Laws while on property. The Board reserves the right to assess fines as deemed appropriate and/or engage in whatever action may be necessary to cure violations of any such provisions or codes.
2. Residents may **not** interfere, direct or otherwise engage Association employees, contractors or trades. **All** inquiries/requests/complaints **must** be made directly and **only** to Management. Violations shall carry a fine of $150.00 per occurrence.

**Catalina Welcomes you to our community and thanks you for your respect for our Rules**.

**Catalina Condos by the Sea**

**Owner/Tenant Information**

**Owner(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Unit # \_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenants (if applicable):**

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone/Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contacts:** (If none, police/fire departments will be called, if needed)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_

**Vehicle Information:** **All resident’s vehicles MUST be registered.**

**Vehicle # 1:** Make: \_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_ Color: \_\_\_\_\_\_\_ License #: \_\_\_\_\_\_\_\_\_\_\_\_

**Vehicle # 2:** Make: \_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_ Color: \_\_\_\_\_\_\_ License #: \_\_\_\_\_\_\_\_\_\_\_\_

(Due to limited parking spaces, if possible please limit vehicles kept onsite to not more than two)

**Condo Insurance(required):**

Insurance Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pets**: Dog: Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_

Cat: Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_

**Pet owners need to provide proof of liability insurance which also covers the animal**.

**Management must have keys/access codes to enter units/garages** **for emergency purposes only**. **If no access is available, police/fire departments may break open the door(s). Owners will be responsible for repairs to door(s).**

I HEREBY ACKNOWLEDGE RECEIVING A COPY OF THE HOUSE RULES:

Owner signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if applicable)