

Dear Shareholders,

The proceeding pages are the complete list of rules of our temporary dog policy which will commence on June 1, 2014. This is the legal version created by our attorney's. Please keep this for your records and a copy will be posted on our website, www.coopvillage.coop.

Cooperatively yours,

Hillman Board of Directors

Hillman Housing Corporation

Rules and Regulations for Keeping Dogs

Dogs are not permitted by Hillman Housing Corp. (the "Cooperative") to be kept in the apartments pursuant to the existing House Rule and Regulations.

However, due to certain Federal and New York State laws some shareholders are permitted an exception to the prohibition against Dogs and therefore the board has determined that it is necessary to create and enforce the following Rules and Regulations for shareholders with or wishing to have Dogs.

The Board of Directors of the Cooperative reserves the right to amend, add to or delete from these Rules and Regulations at any time.

1. The Shareholder in whose apartment a Dog is kept must timely register each Dog with the Cooperative's Management Office. The registration must be by means of a written communication to the Management Office dated and signed by the Shareholder which lists each Dog kept in the apartment, whether known or unknown to the Cooperative, and provides, for each such Dog the following:

- (a) Proof of compliance with all Federal, State and City registration and licensing requirements.
- (b) Current certification of inoculations.
- (c) Information sufficient to identify the Dog, including type of Dog, breed, gender, approximate size, weight, coloring and name, plus two (2) photographs of the Dog (approximately 2" X 2").
- (d) Name, address and phone number of at least one adult who has agreed to care for the Dog in an emergency.
- (e) The owner must provide a DNA sample from their dog with the understanding that it will be used to determine if any feces found on the cooperative's property was produced by their Dog.
- (f) An annual registration fee of \$100.00, by means of a check payable to Hillman Housing Corp.

2. No more than one (1) Dog may be registered to each apartment at the Cooperative. Shareholders who own multiple apartments shall be limited to only one Dog. Shareholders who own more than one Dog as of the effective date of these Rules and Regulations will be grandfathered in and permitted to maintain the additional Dog(s), subject to compliance with these Rules and Regulations. At such time as the additional Dog(s) shall expire or shall cease

residing in the apartment, the Shareholder may NOT bring in or permit a different or replacement Dog into the apartment.

3. Shareholders will not be allowed to have Dogs that weight in excess of 35 pounds when fully grown and agree to provide their Dog for purposes of weighing within three business days of written notification. Shareholders who own a Dog larger than 35 pounds as of the effective date of these Rules and Regulations will be grandfathered in and permitted to maintain the Dog, subject to compliance with these Rules and Regulations. At such time as the overweight Dog shall expire or shall cease residing in the apartment, the Shareholder must comply with this weight restriction and no larger Dogs will be allowed.

4. Each Shareholder must re-register the Dog annually or at such time as notice of registration is sent by the Cooperative. Each re-registration must include all the documentation and information listed above for the original registration, and a signed Dog Registration Form.

5. The Cooperative's Board of Directors reserves the right to prohibit the registration or re-registration of:

- (a) Any Dog which has previously exhibited undesirable or aggressive behavior.
- (b) Any Dog whose owner has failed to properly care for it or clean up after it or as violated these Rules and Regulations.
- (c) Any Dog which in the judgment of the Board is not suitable to be kept as a pet in an urban apartment complex such as the Development.

6. Each Shareholder of an apartment for which a Dog has been registered and the owner of each such Dog must, as a condition of keeping the Dog, strictly comply with the following requirements, in addition to all the other requirements and obligations set forth herein and in the Occupancy Agreement:

(a) The Dog must be carried or must be under control on a leash no more than five (5) feet in length whenever the Dog is outside the apartment but otherwise on the property of the Development or on any sidewalks or streets adjoining the Development.

(b) No Dog may be in excess of 35 pounds in weight and the shareholder will be required to remove any Dog in excess of that weight limit.

(c) The Dog may not be permitted to be present in any interior common areas of any building of the Development except such areas as are required for entry to and egress from the building and only to the extent necessary to enter or exit the building.

(d) The Dog may not be walked or permitted onto any portion of the Development where residents are not permitted to be.

- (e) No Dog is allowed in either of the parks located on the complex grounds.

(f) The Dog must be curbed in the public streets and not in or on any portion of the Development, and all waste must be removed and properly disposed of in receptacles which are located off the Development.

(g) The Dog may not at any time cause any damage, injury, discomfort, annoyance or nuisance or in any other way inconvenience, or cause complaints from, any other resident of the Development.

(h) The Dog shall not cause or be the source of any odors which emanate from the apartment into any portion of the Development or any area outside the apartment in which the Dog resides.

7. All Dogs that have not been registered or re-registered in accordance with these Rules and Regulations are illegal and must be immediately and permanently removed from the Shareholder's apartment and from the Development. If any Shareholder fails to remove the Dog, the Cooperative will, to the fullest extent possible, commence and prosecute eviction proceedings against Shareholder, and all legal costs and expenses incurred by the Cooperative in connection therewith or as a consequence thereof will be charged to the Shareholder and must be paid by the Shareholder. In addition, and not in place of, any other remedy and fee provided for herein, the Shareholder shall pay to the Cooperative an additional administrative fee of \$100.00 per month for each month or partial month in which a Dog is kept illegally in the apartment. Please note that each Shareholder is fully responsible for any Dog kept in his/her apartment, regardless of who owns the Dog.

8. Violation of these Rules and Regulations constitutes a material violation of the Shareholder's Occupancy Agreement with the Cooperative.

9. These Rules and Regulations shall to the extent applicable under law, apply to any dog, such as a "service animal" or "seeing eye" dog, that is (a) medically or otherwise required as a reasonable accommodation for a legally qualifying disability or handicap under the Fair Housing Act, the Americans with Disabilities Act or other applicable fair housing, civil rights or human rights law.