Dog Contract

Before any shareholder may keep a dog at Mogul Park, the following form must be signed, notarized and submitted to the President.

For owners of duplex units seeking to keep a dog, written consent of the adjoining owner is also required. This consent should be attached to the agreement when submitted.

**DOG AGREEMENT**

 Witnesseth, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between Mogul Park, Inc., a non-profit cooperative housing corporation, party of the first part, herein called the "Co-op", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shareholder(s) holding a proprietary lease to unit number \_\_\_\_ of the Co-op, party(ies) of the second part, herein called the "Dog Owners", the following terms and conditions of agreement:

Whereas, on June 8, 1991 the Co-op adopted a House Rule at a duly held meeting of its shareholders which restricts the ownership by shareholders of dogs that may reside or visit any of the property of the Co-op to the written agreement by the shareholder/Dog Owner to the terms and conditions set forth herein; and

Whereas, the Dog Owners have expressed a desire to keep a dog at their unit in the Co-op; and

Whereas, the Dog Owners, if owning a duplex unit have obtained the written consent of the other shareholder(s) owning the adjoining unit, as is shown by the consent attached hereto as Exhibit A.

IT IS HEREBY AGREED by the undersigned, that the following terms and conditions shall be abided by and enforced by and for their heirs, successors and assigns:

 1. The Dog Owners shall keep their pet dog under control at all times to assure that it does not create a nuisance, harm or threaten to harm, or otherwise disturb the other shareholders in the Co-op.

2. The Dog Owners shall not allow their pet dog to leave their dwelling unit unless the dog is at all times under the direct control of an adult, and restrained by a leash while on the property owned by the Co-op.

3. The Dog Owners shall promptly remove all excrement deposited by their pet dog on Co-op property, and dispose of same in appropriate garbage containers.

4. The Dog Owners shall not permit their pet dog to be left outdoors, even if restrained by a chain or similar means, at any time when there is no adult member of the Dog Owners' family present at the dwelling unit.

5. The Dog Owners shall not permit their pet dog to bark, growl, whine or make any other noise that continues in excess of five (5) minutes, without a reasonable explanation.

6. The Co-op will permit the Dog Owners to continue to keep their pet dog at the Co-op premises only so long as all of the above terms and conditions are strictly complied with.

7. In the event that any complaints of violations of these or other Co-op rules are received by the Co-op Board, oral notice shall be given to the Dog Owners of the nature of the complaint. If, after affording the Dog Owners an opportunity to respond to the complaint in the presence of the complainant(s), the Co-op Board determines from the presentation made in person by the complainant(s) and any response from the Dog Owners that a violation has occurred, it shall be authorized to take the following measures:

a. Fine the Dog Owners up to $100.00 for a first violation;

b. Fine the Dog Owners up to $500.00 for each subsequent violation;

c. Such fines shall be chargeable against the shares and proprietary lease of the Dog Owners in the same manner as are maintenance charges, and shall be subject to all provisions for imposition of late charges, liens against the shares and proprietary lease and forfeiture of shareholder rights contained in the by-laws and proprietary lease for default of shareholder obligations, if not paid promptly.

d. At any time after two violations are determined to have occurred, the Co-op Board shall be entitled to demand the permanent removal of the Dog Owners and/or their pet dog from the property of Co-op. The Co-op's legal fees and associated costs of such action by the Co-op shall be reimbursed by the Dog Owners, and shall constitute a lien against the Co-op shares and proprietary lease of the Dog Owners if not paid promptly. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dog Owner: Dog Owner:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President Mogul Park, Inc.

State of New York: County of \_\_\_\_\_\_\_\_\_\_\_\_:

The foregoing Agreement was subscribed before me this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Dog Owners).

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

notary public