

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Pet Ownership Policy****ARTICLE I - RULES AND REGULATIONS****A. California State Law**

The State of California has enacted a Section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section §1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one pet within the confines of the separate interest, subject to reasonable rules and regulations of the association.

B. Definition of Pet

The law defines a “pet” as *“any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Association and the homeowner.”*

- 1 Members of the reptile and monkey families, except reptiles such as a small lizard or turtle that is housed in a terrarium or aquarium, are prohibited.
 - 2 Any raucous-voiced birds are prohibited.
 - 3 All member of the snake and arachnid families are prohibited.
- (2) At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.

C. Definition of Rules for Pet Ownership

Similar rules have been enacted pursuant to law by the Federal Government substantially to the same effect as the California law, and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet, and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of

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a separate interest within the Mutual Corporation. Those rules are as follows:

- (1) The number of quadruped pets per apartment shall be restricted to one.
- (2) The number of birds per apartment shall be restricted to two.
 - a) Birds brought into Mutual Two as pets must be examined by a veterinarian, vaccinated against all infections, and certified to be free of the avian flu-virus. Birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals. Raucous birds are prohibited.
- (2) The breed of the pet shall be of such nature that its weight is not expected to exceed twenty-five (25) pounds at time of full maturity.
- (3) Pets are prohibited from common area facilities, such as clubhouse facilities, Mission Park, Veteran's Park, library, golf course, health care center, Amphitheater, swimming pool area, Administration Building, lobbies, and laundry rooms, except service animals and emotional support animals. In all other permitted areas, the pet must be on a **leash** not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult. The City of Seal Beach states that a leash should not exceed six feet. The Mutual Two fine is \$100.00.
 - (a) While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
 - (b) In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25, in addition to the Mutual fine, per occurrence.
- (4) The resident pet owner shall immediately, and forthwith, **remove any pet waste** deposited by the pet in all common areas where said pet is permitted.

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- (a) The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet.
 - (1) The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.
 - (2) The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.
- (5) Resident pet owners are required to control noise and odor caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.
- (6) All quadruped pets brought into the Mutual by a resident pet owner shall have been spayed or neutered.
- (7) No quadruped pet may be left unattended in any dwelling area for more than four (4) hours. All pets must be under the resident pet owner's control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers or service providers or other employees requiring access to an apartment where there are pets.
 - (a) Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is temporarily being housed inside the apartment.

Pet doors shall not be installed through front doors, sliding glass doors, windows or walls of any unit or building without permission from the Mutual Two Board of Directors, then obtaining a permit from the GRF Physical Property Department.
- (8) All quadruped pets to be living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws, and shall be licensed by the City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and

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regulations.

- (a) All properly registered pets (cats and dogs) shall also be required to wear a bright-colored Mutual tag on their collar along with the license tag, thereby showing proof of registration with GRF.
- (9) Pets not owned by a resident shall not be brought upon the premises of the Mutual Corporation.
 - (a) Residents may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit.
- (10) It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.
- (11) Resident pet owners with properly registered pets shall be permitted to walk their pet while pet is on a leash not longer than six feet for the purpose of exercising and/or depositing pet waste on any lawn area.
- (12) Resident pet owners owning a cat, or another pet using a litter box, are required to change the litter at least twice each week. Resident pet owners are required to separate the pet waste from the litter at least once each day. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. **Do not** flush kitty litter down the toilet, as this will cause a sewer blockage.
- (13) Resident pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in the amount of \$300,000, sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.

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- (14) Resident pet owners must display a pet ownership decal in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an apartment where there are pets.
- (15) Resident pet owners, upon the sale of their apartment, prior to the close of escrow, shall have the apartment treated professionally by a licensed pest control company if fleas are discovered by Service Maintenance when preparing the unit for new occupants, at the owner's expense.
- (16) In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World, and/or their guests. A representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days.
- (a) Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include:
- (1) Payment of any legal expenses incurred by the Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and provisions.
- (17) If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual Corporation may contact a responsible party or parties listed on the Pet Ownership Registration Form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, the Mutual Corporation may contact the appropriate state or local authority and request the

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removal of the pet. If there is no state or local authority, the Mutual Corporation may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner.

- (18) In the event that no resolution, as related to the care of the pet under and pursuant to Article I, Section C, Paragraphs (18) and (19) above, is made within thirty (30) days, the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.

ARTICLE II - REGISTRATION OF QUADRUPED PETS AND BIRDS

- A. All residents bringing quadruped pets and/or birds onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation Stock Transfer Office. The pet must be registered before it is brought onto the Mutual premises. Further, the pet registration information and licensing must be updated on or before December 31 of each year. The Mutual/GRF Pet Ownership Registration Form will include or be accompanied by:
- (1) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the quadruped pet has received all inoculations required by applicable state, and local laws.
 - (2) Information sufficient to identify the pet, and to demonstrate that it is a common household pet.
 - (3) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - (4) The resident pet owner shall sign a statement on said Pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is not a compliance with the rules and registration requirements. The resident pet owner shall acknowledge that failure to comply with the rules and registration shall be grounds

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for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation, and continued violations may cause termination of the resident pet owner's residency.

- (5) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent, and the amount of coverage procured shall be indicated on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of their insurance policy into the Stock Transfer Office and have a copy made of the cover and declaration pages, which will then be placed in the pet occupancy file. Coverage requirements are outlined in Article 1, Section C, Item (15) of this policy.

ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY

- A. In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident pet owner.
1. Serve a written notice of pet rule violation on the resident pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:
 - a. Correct the violation (including, in appropriate circumstances, removal of the pet).
 - b. Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.
 - (1). The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.
 2. The resident pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.
- B. These rules and regulations concerning pets shall have no application to a resident with a bona fide service or emotion support animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the

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resident, under and pursuant to The Americans with Disabilities Act¹ (A.D.A.). Service and Emotional Support animals are exempt from the limitations on size and the restrictions on access to Trust Facilities. The resident must have the pets vaccinated and adhered to other rules requiring picking up waste, six foot leash, etc., to keep the Mutual clean and safe. They must comply with all other Pet rules and regulations. In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

ARTICLE IV - SERVICE ANIMALS

- A. Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:
- (1) A guide dog is defined as a dog which has been trained or is being specially trained for, or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.
 - (2) A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.
 - (3) A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.

¹ Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104, Definitions

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- (a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.
- B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties:
- (1) Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration" form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.
- C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24-Housing and Urban Development².
- (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:
- (i) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a co-occupant, is a person with a disability;
- (ii) The resident provides proof that the animal has been trained to assist persons with that specific disability; and
- (iii) The animal actually assists the person with that disability.

(b) Nothing in this Subpart B will:

² Code of Federal Regulations, Title 24, Volume 1, Parts 0 to 199, Revised as of April 1, 2000, Housing and Urban Development, Part 5, Subpart C, Pet Ownership for the Elderly or Persons with Disabilities, General Requirements, Section 5.303, Exclusion for animals that assist persons with disabilities.

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- (1) Limit or impair the rights of persons with disabilities;
- (2) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or
- (3) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

Please see the "Social/Companion Animal Claim Form" or "Service Animal Claim Form," whichever may be appropriate in your circumstance.

SERVICE ANIMAL CLAIM FORM – ATTACHMENT A

The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of Housing and Urban Development (HUD), Part 5 - General HUD Program Requirements; Waivers, Table of Contents, Sub part C - Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.

A. In order to qualify for this exemption, all sections of the Service Animal Claim Form must be completed and signed by the eligible shareholder. Upon completion, this form will be submitted to the appropriate Mutual Board of Directors for the purpose of reviewing the qualifications of the applicant/shareholder in granting this requested exemption.

1. I, _____ (name of applicant/member), hereby certify that I have a disability which qualifies me to apply for exemption from certain sections of the Pet Ownership Policy, and that my disability qualifies me to have a Service Animal under the auspices of the above-named HUD Act.
 - (i) Based on the certification of my attending physician, Dr. _____, the necessary Service Animal so stated on the "Physician's Declaration" form has been trained at: (e.g., *Assistant Dogs International*) per the attached certificate:

 - (ii) I further certify that, upon my command, this Service Animal can perform the following service tasks to assist me with my disability:

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- 2. The Board of Directors will review the applicant’s request for exemption from Article 1, Section C, Item 3, and 3a, of Policy 7501, Pet Ownership Policy.

B. Nothing in this Sub part (B) will:

- 1. Limit or impair the rights of persons with disabilities; (2) Authorize the Golden Rain Foundation and/or Mutual Corporation to limit or impair the rights of persons with disabilities; or (3) Affect any authority that the Golden Rain Foundation or Mutual Corporation may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

I declare under penalty of perjury under federal, state and local laws, that the foregoing information, and any accompanying statements, is true and correct to the best of my knowledge.

Date

Signature of Applicant/Shareholder

Date

Signature of Legal Representative, if Applicable

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-----**FOR OFFICIAL USE ONLY**-----

Based upon the above -- declaration as filed by _____ (name of applicant/shareholder), the applicant/shareholder is hereby granted an exemption from Article 1, Section C, Item 3, and 3a, of Policy 7501, Pet Ownership Policy. This exemption shall be renewed on the anniversary of this agreement and every year thereafter throughout the tenancy of the applicant/shareholder.

Date

Signature of Golden Rain Foundation or Mutual Corporation Representative

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SERVICE ANIMAL - PHYSICIAN'S DECLARATION – ATTACHMENT B

I, Dr. _____ declare and say:
(Print name here)

1. I am a California-licensed physician acting within the scope of my licensure having education, experience and training in diagnosing disabled persons to qualify them for a Service Animal under the Americans with Disabilities Act and Guidelines.

My office address _____

My office telephone number is _____

2. Patient's Name (please print) _____ for whom this declaration is provided.

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2. I have conducted a physical examination of my patient and hereby certify that said patient has a physical disability. Based upon the examination which I conducted, it is my medical opinion that my patient has such a disability that requires a Service Animal to perform physical tasks and assistance. The tasks and assistance that the Service Animal will perform are:

Said patient requires an animal trained to perform the above-stated task(s) to assist my patient with such disability. This patient is capable of caring for a Service animal and for causing the animal to practice the skills required for the disability on a regular basis.

3. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. This declaration was executed on:

the _____ day of _____, _____
Day Month Year

At _____, State of California
Name of City

Type or Print Name of Physician Signature of Physician

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ADOPTION
11-15-18

AMENDMENTS