

MUTUAL OPERATIONS

RESIDENT REGULATIONS

Pet Ownership Policy - Mutual Seventeen

ARTICLE I - PET RULES AND REGULATIONS

- A. 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, that 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. 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) All members of the reptile and monkey families, as well as any raucous-voiced birds, 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. Similar rules have been enacted pursuant to law by the Federal Government for title 24 Housing and Urban Development, 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 a separate interest within the Mutual Corporation. Those rules are as follows:
- (1) The number of quadruped pets per condominium unit shall be restricted to one. The number of birds per condominium shall be restricted to one.
 - (2) The breed of the dog shall be of such nature that its weight shall not exceed 20 pounds in weight and 13 inches in height at time of full maturity. Aggressive dogs, such as pit bulls, rottweillers, Dobermans, etc. are not allowed.

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- (4) Pets are prohibited from all common area facilities, such as clubhouse facilities, library, golf course, health care center, Amphitheater, swimming pool area, Administration Building, lobbies and laundry rooms. 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.
- (a) While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the homeowner'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 long-handled poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area. Cats and dogs must be carried in the owner's arms or an enclosed animal carrier when on elevators or traveling over Mutual Seventeen's carpeted common areas.
- (b) In accordance with SB City Code, Section 3-10.26 - Maintaining Sanitary Condition, 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.
- (5) 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. Should waste be deposited on Mutual Seventeen's common area carpet by a pet, the Mutual will call a professional carpet cleaner as soon as possible and take whatever action is necessary, at the owner's expense, to ensure that stains and odors are removed.
- (a) The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove 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, if greater than \$25, to have one of its employees remove the pet waste.
 2. The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.
- (6) Resident pet owners are required to control noise and odor caused by their pet. Pet owners shall not allow their pets to obstruct or interfere with the other residents, guests

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or visitors, or annoy them in any way. Pets should be bathed and groomed regularly and should be kept free of worms and fleas at all times.

- (7) All quadruped pets brought into the Mutual by its resident pet owner shall have been spayed or neutered.
- (8) No dog may be left unattended in any dwelling area for more than two (2) hours. Cats may be left unattended for a longer period of time with the Mutual Seventeen Board's approval. All pets must be under control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers, caregivers or service providers, or 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.
- (9) All 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 regulations.
 - (a) All property 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 the GRF.
- (10) 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.

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- (11) It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.
- (12) 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. *Exceptions: Resident pet owners who reside outside of Mutual Seventeen may not walk their pet on the lawns or grounds of Mutual Seventeen.*
 - (a) Resident pet owners or a 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 grounds area.
- (13) Residents who require a social, companion or emotional support animal and who wish to receive exemption from the pet security deposit pursuant to Article 1, Section C, Paragraph (3) of this Mutual Pet Ownership Policy, shall:
 - (a) Cause a written declaration prepared by the Seal Beach Mutual Corporation and Golden Rain Foundation pursuant to the Fair housing Council of Orange County (FHC of OC) and the Department of Housing and Urban Development (HUD) and their counsels, to be executed by a physician.
 - 1. Written declaration of the physician shall declare that the resident suffers from a medical disability as defined by 42 U.S.C. §3602(h) and Government Code §12926, and that the animal to occupy resident pet owner's unit is necessary to assist resident pet owner with said disability.
 - (b) Provide written documentary proof to the Golden Rain Foundation that the pet to occupy resident's unit is licensed pursuant to all applicable state and local laws and regulations, and will carry a licensed tag as described in Article 1, Section C, Paragraph (9) of the Mutual Pet Ownership Policy.
 - (c) Complete and sign a Pet Ownership Registration Form as prepared by the Golden Rain Foundation and the Seal Beach Mutual Corporation in which resident pet owner resides, pursuant to the Fair Housing Council of Orange County (FHC of OC) and Department of Housing and Urban Development (HUD).
 - (d) Provide written proof that the animal has been inoculated before being admitted

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to be with resident, in accordance with all federal, state and local laws.

- (e) Acknowledge the right of the Golden Rain Foundation and the Seal Beach Mutual Corporation in which the resident resides, to adopt and implement reasonable rules and regulations governing pet ownership in accordance with Civil Code §1360.5 and agree to be bound thereto, except to the extent modified by the agreement with the Mutual corporation in which resident resides so as to provide reasonable accommodations to the resident.

- (14) Resident pet owners with 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.

- (15) Resident pet owners must submit a current certificate of insurance with their registration, which provides liability insurance for the indemnification of other persons who may be injured by the pet of the owner. This policy must also cover any damage done by the pet to Mutual Seventeen's common areas. The minimum amount shall be fifty thousand dollars (\$50,000) for a single incident, and one hundred thousand dollars (\$100,000) cumulatively per year.

- (16) 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.

- (17) Resident pet owners, upon the sale of their apartment, shall have the apartment treated professionally by a licensed pest control company prior to the close of escrow, at the owner's expense.

- (18) 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. Subject to execution of an agreement by the resident pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if

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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.

(19) 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 on 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 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.

(20) 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

A. All residents bringing quadruped pets onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation. The pet must be registered before it is brought onto the Mutual premises. The Registration Form will include:

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- (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 be required to 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 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. The resident pet owner shall bring a copy of the insurance policy into the Stock Transfer Office and have a photocopy made of the cover page and the declaration page, 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 that a violation of the Pet Ownership Rules is determined, the Mutual Corporation shall serve a written notice of pet rule violation on the resident pet owner. The notice shall:
 - (1) Include a statement of the factual basis for the determination of the violation of the Pet Rule(s) alleged to have been violated.

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- (2) State that the 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 schedule a meeting with the Mutual Board of Directors to discuss the alleged violation.
 - (3) The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.
 - (4) 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 bonafide service animal or animal required because of a physical disability of the resident, who requires an animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act¹. In such cases, there shall be a certification as related to such animal, and a verifiable description of the service that the animal is specially trained to perform for the disabled person.

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

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1 American 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 35.104, Definitions

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accompanied by a service animal:

- (1) A guide dog is defined as a dog which has been trained or is being specially trained, or in conjunction with, a school such as Assistance Dogs International 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 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.
 - (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 ADA 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 ADA. 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.

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, May 06)

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- (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:
 - (i) The owner or prospective owner certifies, in writing, that the owner, 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 animal has been trained to assist persons with that specific disability;
 - (iii) The animal actually assists the person with that disability.
- (2) Reserved
 - (b) Nothing in this Subpart B will:
 - (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.

ARTICLE V - ADDITIONAL REGISTRATION INFORMATION

- A. Mutual Seventeen may refuse to admit, register or re-register a pet for the following reasons:
 - (1) The pet is not a common household pet.
 - (2) Keeping a pet would violate an applicable pet rule.
 - (3) Resident pet owner fails to provide complete pet registration information or fails to renew pet license and inoculations records annually.
 - (4) If pet's size and weight do not fall within the pet policy rules.
 - (5) Pet's temperament may be considered a factor in determining the prospective pet owner's ability to comply with the pet rules. The Mutual Board may require a visual inspection of the pet before registration and annual renewal.

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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- (6) Resident pet owner fails to obtain or keep the required insurance coverage.
- (7) If the Mutual Board receive complaints from other residents of annoyance or unreasonable noise created by the pet.
- (9) Pet owner violates pet ownership rules established by the Mutual Seventeen Board of Directors.

MUTUAL ADOPTION

AMENDED

AMENDED

SEVENTEEN 06-03-85

04-03-01

12-03-02, 10-04-05, 05-02-06

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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/shareholder), 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: _____

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

-----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)

2. 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 _____

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

4. 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.

5. 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