

SEAL BEACH MUTUAL NO. FOUR

SHAREHOLDER REGULATIONS

Pet Ownership Policy

ARTICLE I – REGISTRATION OF QUADRUPED PETS

A. **Definition of Pet:** A State 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, arachnid and monkey families, as well as any raucous-voiced birds, are prohibited. It is the intent of this policy that all living creatures, except human beings and except those listed above under definition of a pet, 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.

B. **Definition of Rules for Pet Ownership:** Similar rules have been enacted pursuant to law by the Federal Government 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. **Number of Pets:** The number of quadruped pets per unit shall be restricted to one. The number of birds per unit shall be restricted to two.

(a) Birds brought into Mutual Four 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 unit 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 pet owner’s neighbors. The same general rules shall be applicable for birds as for quadruped animals.

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

- 40 2. **Breed and Weight:** The breed of the pet shall be of such nature that its weight is
41 not expected to exceed twenty-five (25) pounds at time of full maturity.
42
- 43 3. **Inoculations:** All quadruped pets living within the Mutual, before being registered for
44 admittance, shall have been inoculated in accordance with all federal, state and local
45 laws.
46
- 47 4. **Spaying and Neutering:** All quadruped pets brought into the Mutual by a resident pet
48 owner shall have been spayed or neutered.
49
- 50 5. **Licensing with the City of Seal Beach:** All dogs living within the Mutual shall be
51 licensed by the City of Seal Beach as required, and shall wear a current license tag on
52 their collar. Said licensing shall be pursuant to all applicable local and state laws and
53 regulations.
54
- 55 6. **Mutual Registration Tag:** All residents bringing quadruped pets onto the Mutual
56 premises shall register their pets with the Golden Rain Foundation Stock Transfer Office.
57 All properly registered pets (cats and dogs) shall be required to wear a brightly-colored
58 Mutual tag on their collar with the license tag (in the case of dogs), thereby showing proof
59 of registration with the Golden Rain Foundation.
60
- 61 (a) Mutual tags will be dispensed to the resident pet owner by the Stock Transfer Office
62 at the time the pet is registered for admittance and shall be replaced as soon as
63 practical if lost or destroyed by pet or human.
64
- 65 (b) At the time of the registration of the pet, the name, address and telephone number
66 of one or more responsible parties who will care for the pet if the resident pet owner
67 dies, is incapacitated, or is otherwise unable to care for the pet, will be given to Stock
68 Transfer.
69
- 70 (c) The resident pet owner shall sign a statement on said pet Ownership Registration
71 Form indicating that he/she has read the Pet Ownership Policy and agrees to comply
72 with the contents therein. The resident pet owner shall acknowledge that the pet
73 owner and the pet are subject to exclusion from the Mutual Corporation and the
74 dwelling unit if there is no compliance with the rules and regulations requirement.
75 The resident pet owner shall acknowledge that failure to comply with the rules and
76 regulations shall be grounds for refusing to permit a pet to be situated in a dwelling
77 of the Mutual Corporation, and continued violations may cause termination of the pet
78 owner's occupancy.
79
- 80 7. **Liability Insurance:** Resident pet owners owning a cat or dog pursuant to these
81 regulations shall procure a policy of liability insurance in an amount of \$300,000 for the

(Dec 18)

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

82 indemnification of other persons who may be injured by the pet of the resident with
 83 coverage in an amount sufficient to cover their personal liability.

84
 85 (a) The insurance carrier for the liability insurance required as to the pet, together with
 86 the address of the agent and the amount of coverage procured, shall be indicated
 87 on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of
 88 their insurance policy to the Stock Transfer Office and have a copy made of the cover
 89 and declaration page(s), which will be placed in the pet occupancy file.

90
 91 8. **Pet Ownership Decal:** At the time of registration with the Golden Rain Foundation
 92 Stock Transfer Office, the resident pet owner will be issued a pet ownership decal. This
 93 decal must be displayed in a prominent location near the front door of their residence in
 94 order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other
 95 employees requiring access to an unit where there are pets.

96
 97 9. **Aquatic Animals:** The aquarium in which aquatic animals shall be kept may not be
 98 larger than twenty-five (25)_gallons. Resident aquatic animal owners shall carry liability
 99 insurance sufficient to indemnify Mutual Four and other Mutual residents from damages
 100 caused by maintenance of an aquarium in their unit.

ARTICLE II – RULES AND REGULATIONS

101
 102
 103
 104 A. The Mutual Corporation hereby establishes reasonable rules and regulations for pet
 105 ownership within the Corporation.

106
 107 B. **Rules for Pet Ownership:** The State of California has enacted a section of the law which
 108 amends the common-interest law pertaining to the Mutual Corporation designated Section
 109 1360.5 of the Civil Code. It is provided that in a common-interest development where there
 110 is an owner of a separate interest as defined therein, the owner is entitled to have at least
 111 one dog or cat as a pet within the confines of the separate interest, subject to reasonable
 112 rules and regulations of the association. Those rules are as follows:

113
 114 1. **Prohibited Areas for Pets:** Pets are prohibited from common area facilities such as
 115 clubhouse facilities, library, golf course, Health Care Center, amphitheater, swimming
 116 pool area, administration buildings, lobbies and laundry rooms.

117
 118 (a) Pets shall not be allowed in carports except as required for purposes of transporting
 119 them.

120
 121 (b) Pets shall not be allowed to relieve themselves on tires, in the carports, in areas
 122 around trees, nor in other resident's planters, whether planter contains plants or not.
 123

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

- 124 2. **Leash Rule:** In all other permitted areas, the pet must be on a leash not longer than six
 125 feet and under the control of, and accompanied by, a resident and/or adult agent of the
 126 resident pet owner and/or responsible adult. Extendable leashes are absolutely
 127 prohibited in Leisure World. The City of Seal Beach states that leashed means securely
 128 confined by a leash not exceeding 6' in length. *Municipal Code 7.05.005 E.*
 129
- 130 3. **Poop Scoop:** The resident pet owner and/or responsible adult must have in evidence
 131 and in plain view a plastic bag or a poop scoop for the purpose of immediately removing
 132 any pet waste deposited on any lawn or ground area.
 133
- 134 (a) Any pet waste is to be enclosed in an airtight plastic bag before being deposited in
 135 a trash bin.
 136
- 137 (b) In accordance with Seal Beach Municipal Code, Section 7.05.075 – Sanitary
 138 Measures, persons allowing their dog or cat to defecate on property other than their
 139 own property, shall remove such feces immediately or be subject to a City fine of
 140 \$25. In addition, the Mutual Corporation will impose a fine per occurrence.
 141
- 142 (1) The imposed fine shall be \$25 per occurrence or the actual amount charged
 143 by the janitorial services company to have one of its employees remove the
 144 pet waste, if greater than \$25.
 145
- 146 4. **Pet Noise and Odors:** Resident pet owners are required to control noise and odor
 147 caused by a pet. Any noise or odor which adversely affects any other resident is not
 148 permitted.
 149
- 150 (a) Pet owners shall not allow their pets to obstruct or interfere with other residents,
 151 guests, or visitors, or annoy them in any way.
 152
- 153 (b) Pets should be bathed and groomed regularly and should be kept free of worms and
 154 fleas at all times.
 155
- 156 5. If a dog is known to be a habitual barker, the dog is not to be left alone in the unit for
 157 more than four (4) hours. Should the dog continually bark, the dog will be considered a
 158 public nuisance in violation of the Pet Policy of Mutual Four. Security will be notified and
 159 the Seal Beach Police Department will be called, and the resident pet owner will be
 160 subjected to Article III of this policy.
 161
- 162 6. **Pet Sitting for a Registered Pet:** Resident pet owners who, on a temporary basis,
 163 allow a neighbor to assume responsibility for their pet must notify the Security
 164 Department of the temporary arrangement and provide a sign for the neighbor to post
 165 on the exterior of the neighbor's residence, near the front door, notifying service

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

- 166 providers and employees who require access to the unit in an emergency that a pet is
 167 temporarily being housed inside the unit.
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- 169 7. **Non Leisure World-Registered Pets:** Pets not owned by a resident may not be brought
 170 upon the premises of the Mutual Corporation.
 171
- 172 (a) A resident may not, even temporarily, keep a non-registered pet owned by another
 173 person in their dwelling unit.
 174
- 175 8. **Pest Control Treatment:** Resident pet owners, upon the sale of their unit, shall have
 176 the unit treated professionally by a licensed pest control company prior to the close of
 177 escrow at the owner's expense.
 178
- 179 9. **Sanitary Standards/Pet Waste:** It shall not be permissible to maintain a pet in a
 180 residence unless sanitary standards are maintained governing the disposal of pet waste.
 181
- 182 (a) **Litter Boxes:** Resident pet owners owning a cat, or another pet using a litter box,
 183 are required to follow the disposal guidelines set by the manufacturer of the litter
 184 and keep the litter box properly cleaned. Pet waste shall be deposited in airtight
 185 plastic bags before being deposited in the trash bins. **DO NOT FLUSH KITTY**
 186 **LITTER DOWN THE TOILET AS THIS WILL CAUSE A SEWER BLOCKAGE.**
 187
- 188 10. **Removal of Pet in Emergency Situation and Right of Entry:** In the event of any
 189 emergency related to a pet, and in the event there is no state or local authority (or
 190 designated agent of such an authority), the Mutual Corporation reserves the right to
 191 remove a pet that becomes vicious, displays symptoms of severe illness, or
 192 demonstrates other behavior that constitutes an immediate threat to the health or safety
 193 of other residents of Seal Beach Leisure World and/or their guests. Subject to execution
 194 of an agreement by the resident pet owner, a representative of the Mutual Corporation,
 195 along with the Security Department, may enter the premises, if necessary, to remove the
 196 pet only if the resident pet owner refuses to remove the pet at the Mutual Corporation's
 197 request, or if the Mutual Corporation cannot contact the resident pet owner to make a
 198 removal request, and may take such action with respect to the pet as may be permissible
 199 under federal, state and local laws, which may include placing the pet in a facility that
 200 will provide care and shelter for a period not to exceed thirty (30) days. Resident pet
 201 owner agrees to pay the cost and expenses related to such action.
 202
- 203 11. **Damages Caused by Pet Ownership:** Resident pet owner or resident pet owner's
 204 estate shall remain responsible for any and all damages, injuries and related expenses
 205 caused by the pet, which may include payment of any legal expenses incurred by the
 206 Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and
 207 provisions.

(Dec 18)

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

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12. **Use of Laundry Facilities:** To prevent any damage to the machines and to prevent allergic reactions from other residents using the laundry facilities, pet beds and pet items requiring laundering shall not be washed in the Mutual's washers and/or dried in the Mutual's dryers.

13. **Health and Safety of Pet:** 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 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.

(a) In the event that no resolution, as related to the care of the pet under and pursuant to Article II, Section 10 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 III – VIOLATION OF PET OWNERSHIP POLICY

A. **Written Notice of Violation:** 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) and pay the fine to the Mutual.

(b) Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

250 (1) The resident pet owner is entitled to be accompanied by another person of
 251 his/her choice at a meeting, if a meeting is requested.
 252

253 B. **Failure to Correct Violation:** The resident pet owner's failure to correct the violation, to
 254 request a meeting, or to appear at a requested meeting, may result in an initiation of
 255 procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.
 256

257 C. **Emergency Situations:** Nothing in the above-described procedures shall bar the removal
 258 of the pet in an emergency situation as described in Article 2, Section 10 of this policy. In
 259 the event of an emergency, the Written Notice of Violation Procedure shall not bar the
 260 removal of the pet.
 261

ARTICLE IV – SERVICE ANIMALS

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 264 **Certified Service Animal:** The above rules and regulations set forth above in Articles I, II and
 265 III concerning pets shall have no application to a resident with a bona fide service animal or
 266 animal required because of a physical disability of the resident, who requires a service animal
 267 specifically trained to assist the resident, under and pursuant to The Americans with Disabilities
 268 Act¹ (A.D.A.). In such cases, there shall be a certification as related to such animal, and a
 269 verifiable description of the service the animal is specially trained to perform for the disabled
 270 person as described in Article IV, Sections A, B and C.
 271

272 A. **Service Animal:** Service Animal means any certified guide dog, signal dog, or other animal
 273 individually trained to do work or perform service tasks for the benefit of an individual with a
 274 disability including, but not limited to, guiding individuals with impaired vision, alerting
 275 individuals with impaired hearing to the sound of intruders, providing minimal protection or
 276 rescue work, pulling a wheelchair, fetching dropped items, and any other service task for
 277 which the animal has been trained, and which will benefit the disabled person. The purpose
 278 of these definitions is to address the issue of rights of access for all disabled persons who
 279 are accompanied by a service animal. Emotional support animals, comfort animals, and
 280 therapy dogs are not service animals under Title II and Title III of the ADA. Other species of
 281 animals, whether wild or domestic, trained or untrained, are not considered service animals
 282 either. The work or tasks performed by a service animal must be directly related to a
 283 Shareholder's disability. It does not matter if a shareholder has a note from a doctor that
 284 states that the person has a disability and needs to have the animal for emotional support. A
 285 doctor's letter does not turn an animal into a service animal.
 286

287 1. **Guide Dog:** A guide dog is defined as a dog which has been trained or is being specially

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

SEAL BEACH MUTUAL NO. FOUR**SHAREHOLDER REGULATIONS**

288 trained for, or in conjunction with, a school such as Assistance Dogs International for
 289 guide dogs to lead in harness and serve as an aid to the mobility of a particular blind
 290 person.
 291

292 2. **Hearing Dog:** A hearing dog is defined as a dog which has been or is being specially
 293 trained by, or in conjunction with, a school such as Assistance Dogs International for
 294 hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.
 295

296 3. **Service Dog:** A service dog is defined as a dog which has been or is being specially
 297 trained by, or in conjunction with, a school such as Assistance Dogs International for
 298 service dogs to the individual requirements of a physically-disabled person, including,
 299 but not limited to, any of the following: pull wheelchair as needed, retrieve or carry
 300 dropped items, open and close doors, or provide balance or counter balance.
 301

302 (a) Each school for assistance dogs provides documents of certification, such as an
 303 identification card for the individual disabilities of the disabled person and the
 304 requirements for a service dog.
 305

306 B. **Certification Policy:** Based on the aforementioned A.D.A. descriptions of a service animal,
 307 the Mutual Board of Directors hereby adopts the following certification policy in the
 308 identification process for the use of a service animal within the confines of the Seal Beach
 309 Leisure World Mutual Corporation common area properties.
 310

311 1. Upon request, each service animal owner shall provide the Stock Transfer Agent's Office
 312 with an original "Physician's Declaration" form describing, under penalty of perjury, the
 313 requirements and the need for a service animal as defined by The A.D.A. The
 314 "Physician's Declaration" form shall include a full description of the physical tasks to be
 315 performed by the trained service animal for its disabled owner. Please see blank
 316 Physician's Declaration attached.
 317

318 C. **Service Animal Exclusion:** Mutual Corporation Four further adopts and requires
 319 compliance with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section
 320 5.303 of Title 24-Housing and Urban Development².
 321

322 1. The Mutual Corporation may require that service animals qualify for this exemption, and
 323 shall grant this exemption if:
 324

325 (a) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or

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.

SEAL BEACH MUTUAL NO. FOUR

SHAREHOLDER REGULATIONS

- 326 a member of his or her immediate family, such as a qualified permanent resident or a
- 327 co-occupant, is a person with a disability;
- 328 (b) The animal has been trained to assist persons with that specific disability; and
- 329 (c) The animal actually assists the person with that disability.
- 330
- 331 (2) Reserved
- 332
- 333 (3) Nothing in this Subpart B will:
- 334
- 335 (a) Limit or impair the rights of persons with disabilities;
- 336
- 337 (b) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with
- 338 disabilities; or
- 339
- 340 (c) Affect any authority that GRF or Mutual Corporations may have to regulate animals that
- 341 assist persons with disabilities, under federal, state or local laws.
- 342

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(Dec 18)

SEAL BEACH MUTUAL NO. FOUR

SHAREHOLDER REGULATIONS

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.

4. 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.

SEAL BEACH MUTUAL NO. FOUR

SHAREHOLDER REGULATIONS

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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

-----**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

SEAL BEACH MUTUAL NO. FOUR

SHAREHOLDER REGULATIONS

SERVICE ANIMAL - PHYSICIAN'S DECLARATION – ATTACHMENT B

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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.

5. 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.

6. 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