

**MUTUAL OPERATIONS****Resident Regulations****Pet Ownership Rules****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. All members of the reptile and monkey families, as well as any raucous-voiced birds, are prohibited.  
A reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted.
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, 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 a separate interest within the Mutual Corporation.

Those rules are as follows:

The number of dogs per apartment shall be restricted to one. The number of birds or cats per apartment shall be restricted to two. No more than two pets are allowed per apartment.

1. 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.

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- 43           2. Pets are prohibited from common area facilities, such as clubhouse facilities, library,  
44            Golf course, health care center, Amphitheater, swimming pool area, Administration  
45            Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a  
46            leash not longer than six feet and under the control of, and accompanied by, a resident  
47            and/or adult agent of the resident pet owner and/or responsible adult.  
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- 49            a. While traversing the streets or sidewalks of the Mutual Corporation while making  
50            ingress and egress to or from the resident's apartment, at all times, the resident pet  
51            owner and/or responsible adult must have in evidence and in plain view a plastic  
52            bag and/or a poop scoop device for the purpose of immediately removing any pet  
53            waste deposited on any lawn or ground area.  
54            b. In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary  
55            Conditions, persons allowing their dog or cat to defecate on property other than their  
56            own property, shall remove such feces immediately or be subject to a city fine of  
57            \$25.  
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- 59           3. The resident pet owner shall immediately, and forthwith, remove any pet waste  
60            deposited by the pet in all common areas where said pet is permitted.  
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- 62            a. The Mutual Corporation will impose a fine, per occurrence, on any resident pet  
63            owner who fails to immediately remove any such pet waste deposited by their pet.  
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- 65                      • The imposed fine shall be \$25, per occurrence or the actual amount charged
  - 66                      by the janitorial services company to have one of its employees remove
  - 67                      the pet waste, if greater than \$25.
  - 68                      • The imposed fine shall be paid by the resident pet owner to the
  - 69                      Mutual Corporation.
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- 71           4. Resident pet owners are required to control noise and odor caused by a pet. Any  
72            noise or odor which adversely affects any other resident is not permitted.  
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- 74           5. All quadruped pets brought into the Mutual by a resident pet owner shall have been  
75            spayed or neutered.  
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- 77           6. All pets must be under the resident pet owner's control in an apartment, so as not to  
78            be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail  
79            carriers or service providers or other employees requiring access to an apartment  
80            where there are pets.
- 81            a. Resident pet owners who, on a temporary basis, allow a neighbor to assume  
82            responsibility for their pet for a period longer than four (4) consecutive hours must  
83            notify the Security Department of the temporary arrangement and provide a sign for  
84            responsibility for their pet must provide a sign for the neighbor to post on the

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85 exterior of the neighbor's residence, near the front door, notifying service providers  
 86 and employees who require access to the apartment in an emergency that a pet  
 87 is temporarily being housed inside the apartment.  
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89 All pets to be living within the Mutual, before being registered for admittance, shall have been  
 90 inoculated in accordance with all federal, state, and local laws, and shall be licensed by the  
 91 City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing  
 92 shall be pursuant to all applicable local and state laws and regulations.

93 • All properly registered pets (cats and dogs) shall also be required to wear a  
 94 bright- colored Mutual tag on their collar along with the license tag, thereby  
 95 showing proof of registration with GRF.  
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97 7. Pets not owned by a resident shall not be brought upon the premises of the Mutual  
 98 Corporation.  
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100 a. Residents may not, even temporarily, keep a non-registered pet owned by  
 101 another person in their dwelling unit.  
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103 It shall not be permissible to maintain a pet in a residence unless sanitary standards are  
 104 maintained governing the disposal of pet waste.  
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106 8. Resident pet owners with properly registered pets shall be permitted to walk their pet  
 107 while pet is on a leash not longer than six feet for the purpose of exercising and/or  
 108 depositing pet waste on any lawn area.  
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110 a. At all times, the resident pet owner or responsible adult must have in evidence and  
 111 in plain view a plastic bag and/or a poop scoop device for the purpose of  
 112 immediately removing any pet waste deposited on any lawn or ground area.

113 b. Provide written documentary proof to the Golden Rain Foundation that the pet to  
 114 occupy resident's unit is licensed pursuant to all applicable state and local laws  
 115 and regulations and will carry a licensed tag as described in Paragraph (9) of  
 116 Article 1, Section C of the Mutual Pet Ownership Policy.

117 c. Complete and sign a Pet Ownership Registration Form as prepared by the Golden  
 118 Rain Foundation and the Seal Beach Mutual Corporation in which resident resides  
 119 pursuant to the Orange County Fair Housing Authority (OCFHA) and Department  
 120 of Housing and Urban Development (HUD).

121 d. Provide written proof that the pet has been inoculated before being admitted to be  
 122 with resident in accordance with all federal, state and local laws.

123 e. Acknowledge the right of the Golden Rain Foundation, and the Seal Beach Mutual  
 124 Corporation in which the resident resides, to adopt and implement reasonable  
 125 rules and regulations governing pet ownership in accordance with Civil  
 126 Code§1360.5, and agree to be bound thereto, except to the extent modified by

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127 the agreement with the Mutual Corporation in which resident resides so as to  
 128 provide reasonable accommodations to the resident.

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- 130 9. Kitty litter may not be flushed down the toilet, as this will cause a sewer blockage.
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- 132 10. Resident pet owners owning a cat or dog pursuant to these regulations shall procure a  
 133 policy of liability insurance in an amount sufficient for the indemnification of other  
 134 persons who may be injured by the pet of the resident with coverage in an amount  
 135 sufficient to cover their personal liability.
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- 137 11. Resident pet owners must display a pet ownership decal in a prominent location near  
 138 the front door of their residence in order to alert security officers, maintenance staff, fire  
 139 inspectors, mail carriers, or other employees requiring access to an apartment where  
 140 there are pets.
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- 142 12. Resident pet owners, upon the sale of their apartment, shall have the apartment treated  
 143 professionally by a licensed pest control company prior to the close of escrow, at the  
 144 owner's expense.
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- 146 13. In the event of any emergency related to a pet, and in the event there is no state or local  
 147 authority (or designated agent of such an authority), the Mutual Corporation reserves  
 148 the right to remove a pet that becomes vicious, displays symptoms of severe illness, or  
 149 demonstrates other behavior that constitutes an immediate threat to the health or safety  
 150 of other residents of Seal Beach Leisure World, and/or their guests. Subject to execution  
 151 of an agreement by the resident pet owner, a representative of the Mutual Corporation,  
 152 along with the Security Department, may enter the premises, if necessary, to remove  
 153 the pet only if the resident pet owner refuses to remove the pet at the Mutual  
 154 Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner  
 155 to make a removal request, and may take such action with respect to the pet as may be  
 156 permissible under federal, state and local laws, which may include placing the pet in a  
 157 facility that will provide care and shelter for a period not to exceed thirty (30) days.
- 158 a. Resident pet owner or resident pet owner's estate shall remain responsible for any  
 159 and all damages, injuries and related expenses caused by the pet, which may  
 160 include:
- 161 b. Payment of any legal expenses incurred by the Mutual Corporation and Golden  
 162 Rain Foundation in the enforcement of this policy and provisions.
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- 164 14. If the health or safety of a pet is threatened by the death or incapacity of the resident  
 165 pet owner, or by other factors that render the resident pet owner unable to care for the  
 166 pet, and pursuant to the authorization in the Pet Ownership Registration Form, the  
 167 Mutual Corporation may contact a responsible party or parties listed on the Pet  
 168 Ownership Registration Form for the purpose of removing and caring for the animal. If

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

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

**ARTICLE II - REGISTRATION OF QUADRUPED PETS**

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 185 A. All residents bringing quadruped (cats and/or dogs) pets onto the Mutual premises shall  
 186 register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain  
 187 Foundation Stock Transfer Office. The pet must be registered before it is brought onto  
 188 the Mutual premises. Further, the pet registration information and licensing must be  
 189 updated on or before December 31 of each year. The Mutual/GRF Pet Ownership  
 190 Registration Form will include or be accompanied by:
- 191 1. A certificate signed by a licensed veterinarian, or a state or local authority empowered to  
 192 inoculate animals, stating that the quadruped pet has received all inoculations required  
 193 by applicable state, and local laws.
  - 194 2. Information sufficient to identify the pet, and to demonstrate that it is a common  
 195 household pet.
  - 196 3. The name, address, and telephone number of one or more responsible parties who will  
 197 care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for  
 198 the pet.
  - 199 4. The resident pet owner shall sign a statement on said Pet Ownership Registration Form  
 200 indicating that he/she has read the Pet Ownership Policy and agrees to comply with the  
 201 contents therein. The resident pet owner shall acknowledge that the pet owner and the  
 202 pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there  
 203 is not a compliance with the rules and registration requirements. The resident pet owner  
 204 shall acknowledge that failure to comply with the rules and registration shall be grounds  
 205 for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation,  
 206 and continued violations may cause termination of the resident pet owner's residency.
  - 207 5. The insurance carrier for the liability insurance required as to the pet, together with the  
 208 address of the agent, and the amount of coverage procured shall be indicated on the  
 209 Pet Ownership Registration Form. Resident pet owners shall bring a copy of their  
 210 insurance policy into the Stock Transfer Office and have a copy made of the cover and

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211 declaration pages, which will then be placed in the pet occupancy file. Coverage  
 212 requirements are outlined in Article 1, Section C, Item (15) of this policy

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**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.
    - c. The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting if a meeting is requested. If the resident pet owner requests a meeting and will be accompanied by another person, that person must be identified in their written request.
  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 animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act1 (A.D.A.). 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

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- 253 accompanied by a service animal:
- 254 1. A guide dog is defined as a dog which has been trained or is being specially
- 255 trained for, or in conjunction with, a school such as Assistance Dogs International
- 256 for guide dogs to lead in harness and serve as an aid to the mobility of a particular
- 257 blind person.
- 258 2. A hearing dog is defined as a dog which has been or is being specially trained by,
- 259 or in conjunction with, a school such as Assistance Dogs International for
- 260 hearing dogs to alert a particular deaf or hearing-impaired person to certain
- 261 sounds.
- 262 3. A service dog is defined as a dog which has been or is being specially trained by,
- 263 or in conjunction with, a school such as Assistance Dogs International for service
- 264 dogs to the individual requirements of a physically disabled person, including, but
- 265 not limited to, any of the following: pull wheelchair as needed, retrieve or carry
- 266 dropped items, open and close doors, or provide balance or counterbalance.
- 267 a. Each school for assistance dogs provides documents of certification, such as
- 268 an identification card for the individual disabilities of the disabled person and
- 269 the requirements for a service dog.
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- 271 B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of
- 272 Directors hereby adopts the following certification policy in the identification process for the
- 273 use of a service animal within the confines of the Seal Beach Leisure World Mutual
- 274 Corporation common area properties:
- 275 1. Upon request, each service animal owner shall provide the Stock Transfer
- 276 Agent's Office with an original "Physician's Declaration" form describing, under
- 277 penalty of perjury, the requirements and the need for a service animal as defined
- 278 by The A.D.A. The "Physician's Declaration form shall include a full description of
- 279 the physical tasks to be performed by the trained service animal for its disabled
- 280 owner. Please see blank Physician's Declaration attached.
- 281 C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance
- 282 with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of
- 283 Title 24-Housing and Urban Development<sup>2</sup>.
- 284 1. The Mutual Corporation may require that service animals qualify for this
- 285 exemption, and shall grant this exemption if:
- 286 a. The shareholder or prospective shareholder certifies, in writing, that the share-
- 287 holder, or a member of his or her immediate family, such as a qualified
- 288 permanent resident or a co-occupant, is a person with a disability.
- 289 b. The animal has been trained to assist persons with that specific disability; and
- 290 c. The animal actually assists the person with that disability.
- 291 2. Nothing in this Subpart B will:
- 292 a. Limit or impair the rights of persons with disabilities.
- 293 b. Authorize GRF and Mutual Corporations to limit or impair the rights of persons with
- 294 disabilities; or

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295 c. Affect any authority that GRF or Mutual Corporations may have to regulate animals  
296 that assist persons with disabilities, under federal, state or local laws.  
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**SOCIAL/COMPANION ANIMAL CLAIM FORM**

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300 A Shareholder may maintain in their residence a Social/Companion quadruped, also known as an  
301 Emotional Support Animal. They must complete a Social/Companion Claim Form obtainable from  
302 the GRF Stock Transfer Office.  
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