



## **PET POLICY**

Resolution 03-23-24; Adopted March 21, 2023

**RESOLVED**, that pursuant to the Bylaws, Article 2, Section 2.2.3, Third Laguna Hills Mutual (Third Mutual), has the power to adopt rules and regulations to carry out the purposes of this Corporation through its Board of Directors (Board) with regard to its Members.

**RESOLVED FURTHER**, on this day the Board hereby amends Third Mutual's Pet Policy (Policy) to include, but is not limited to the following:

### **I. Purpose**

The purpose of this Policy is to set out the rules and regulations for the treatment and handling of pets within Third Mutual in accordance with the requirements of Third Mutual's including Bylaws, Amended and Restated Covenants, Conditions and Restrictions, and other governing documents (Governing Documents) and local, state and federal law.

### **II. Definitions**

1. **Member** includes, for purposes of the Policy, Members, Owners, Qualifying Residents, Co-occupants, Tenants, and their Guests.
2. **Ordinance** refers to the Code of Ordinance City of Laguna Woods, California.
3. **Pet** means any domesticated bird, cat, dog, or aquatic animal kept within an aquarium. The Policy shall not prohibit a Member from continuing to keep any pet that the Member currently keeps in the Member's separate interest if the pet otherwise conforms with the previous rules or relating to pets.
4. **Vicious animal** means:
  - a. Any dog, which, twice within a 12-month period, has physically harmed, bitten, attacked, or otherwise caused injury to a person engaged in lawful activity, without provocation; or
  - b. Any dog that when unprovoked inflicts bites or attacks a human being or domestic animal; or
  - c. Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
  - d. Any dog which engages in or is found to have been trained to engage in, exhibitions of dog fighting; or
  - e. Any dog at large found to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or person.

### **III. Responsibilities**

**1. Number of Pets Permitted.**

- a. A maximum combination of three cats and dogs, no more than two of which can be dogs, are permitted in any dwelling unit within Third Mutual.
- b. Animals being fostered as a part of a not-for-profit organization/agency program shall not be included for the purpose of determining the number of animals in a dwelling unit. The foster program shall be registered with the City of Laguna Woods and an individual animal in the dwelling unit shall be fostered for a period of no more than six months.
- c. If pets are brought in before the adoption of this Policy, the pets are automatically grandfathered and can remain.

**2. Vaccination and License.**

- a. Dogs four months of age or older shall be currently vaccinated for rabies and licensed in accordance with the regulations of the County of Orange and the City of Laguna Woods. Such dogs shall have attached to its collar current numbered metal tag as evidence of its license. (Ordinance § 5.04.010 and 5.04.030, as may be amended.).
- b. Cats over four months of age may be registered at the owner's discretion with the City of Laguna Woods in the same manner in which dogs are registered, and for the same fee. Cats must have a current rabies vaccination valid for the entire one-year registration period.

**3. Care and Control.**

- a. No Member owning or having charge of any dog shall permit the same to run at large within any real property owned or managed by Third Mutual, except as otherwise provided in these rules and regulations, unless such dog is restrained by a substantial leash not to exceed six (6) feet in length and is in the charge of a Member competent to restrain such dog. Retractable leashes exceeding six (6) feet are not permitted in Third Mutual.
- b. Any animal found running at large within any real property owned or managed by Third Mutual may be reported to Laguna Beach Animal Services at (949) 497-0701 for such action as deemed appropriate according to law.
- c. No Member owning or having charge of any dog shall permit the same to enter or remain within any real property owned or managed by Third Mutual with the exception of service animals and emotional support animals as required by local, state and federal statutes.
- d. No Member owning or having charge, care or custody of any animal shall permit such animal to damage or destroy public property or the property of any person other than that of the owner of such animal.
- e. Any Member or person having charge, custody or control of any dog shall immediately remove and dispose of its waste in a sanitary manner, by depositing in a trash receptacle any feces deposited by such animal upon Third Mutual property.

**4. Noise.**

No Member shall keep, maintain, or permit within any dwelling unit under his control, or within any other real property owned or managed by Third Mutual, any Pet which by any persistent sound or cry shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property.

**5. Vicious Animal.**

Whenever a Member owning or having charge, care, control, custody, or possession of any dog has knowledge that the dog has bitten a person, the Member shall report the facts of the incident to Laguna Beach Animal Services at (949) 497-0701 for such action as deemed appropriate according to law.

**6. Violation of Pet Policy.**

Third Mutual is authorized to take disciplinary action against any Member who may be found in violation of the Policy, or whose unit or Residents, tenants, or guests are found to be in violation of the Policy. When a complaint is lodged regarding the occurrence of a violation, the Board has a duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents. Discipline shall be imposed, if at all, after a duly noticed disciplinary hearing in accordance with the requirements of statute and the Governing Documents.