

Article 15 – Pets

In addition to the rules listed below, we ask everyone in the community to realize we are a community with shared walls, floors and ceilings, and garden space. Don't assume your neighbors enjoy pets. Some will not. Consider what actions you can take to minimize the intrusion of pets. For example, if your unit is on the second floor above someone else, and you plan to get a pet, consider carpeting the floor to deaden the sounds your pet may make as it travels on the floor. Sounds carry; be aware what sounds your pet may make, and that it might disturb neighbors. Common sense courtesy will do much to prevent unnecessary aggravation between neighbors.

For those owners who want to keep a pet, the following rules shall apply. "Pet" shall mean any domesticated bird, cat, dog, or aquatic animal within an aquarium.

15.1 Pet Registration. All pets must be registered with the Village Green Owners Association ("Association"). Failure to register pets will result in a fine. Only the unit owner may obtain approval to keep a pet in the Village Green. Non-owners must obtain approval from the unit owner, who must complete the required application and submit the application to the Association office before a pet may be kept in the unit. The owner is responsible for the resident's compliance with these rules. Pet registration forms are available at the Association office. For dogs, a copy of the City of Los Angeles license for dogs is required. For dogs and cats, pet photos and a \$25 registration fee are required.

15.2 Licensed. Dogs must be licensed with the City of Los Angeles. When the dog or cat is being escorted into our out of an individual unit, it must wear the Association's pet tag and be controlled on a leash not exceeding six feet in length. Dogs are also required to wear city licenses.

15.3 Number & Size Limited. No more than ONE pet is allowed per unit, with the sole exception of aquatic animals within an aquarium whose number is not restricted. The weight limit on any pet is 30 pounds. Aquariums must not exceed 50 gallons.

15.4. Reasonable Accommodations. Exceptions to these rules may be made for service animals or as a reasonable accommodation for an owner's disability under relevant state and/or federal laws. Any resident requesting an exception/ reasonable accommodation must submit a request in writing to the management office and provide any relevant documentation in support of such person's request.

15.5 No Commercial Operations. No animals may be kept, bred or used for any commercial purpose.

15.6 Prohibited Breeds. The following dog breeds, due to their aggressive nature, are not permitted on Association property: various breeds commonly known as pet bull or bull terrier, Rottweiler, German Shepherd, Husky, Malamute, Wolf-Dog hybrid, Chow Chow, Doberman-Pinscher, Great Dane and St. Bernard.

15.7. Common Area Restrictions:

- a. Pets shall be confined to the units registering the pets.
- b. Pets are not allowed to roam free in any common area (including the West Green, Main Green, East Green, Garden Courts, and Garage Courts) and may not be tied or left unattended in any common area.

- c. Pets in transit shall be carried, restrained by a leash (not exceeding 6 feet in length) or placed in an animal carrier.
- d. A pet shall not be walked or exercised in the common areas (including the West Green, Main Green, East Green, Garden Courts and Garage Courts) of the complex.
- e. (e) When a dog or cat is taken to or from the unit in which the pet is registered, any waster droppings left must be picked up by the pet owner and deposited in an appropriate waster container, and the pet must be taken in and out of the unit using the Garage Court entrance.

15.8 Balconies and Patios. A pet shall never be left alone in any patio or on any balcony.

15.9 Damage to Common Areas. The owner of the unit in which the pet is registered shall be solely responsible for any damage to the common area elements caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial responsibility of owner of the unit registering the pet.

15.10 Indemnity and Hold Harmless. An owner keeping a pet with notice of these rules assumes sole liability for all damages claimed by any person harmed by such pet, including, without limitation, property damage and bodily injury to the Association and any natural person, and agrees to indemnify, hold harmless and defend the Association and its owners from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association or its owners.

15.11. No Nuisance Allowed. No pet shall be permitted to become a nuisance or to create any unreasonable disturbance. The Board may order the permanent removal of a pet if, in accordance with the Association's complaint and hearing procedures, the pet has been determined to constitute a "nuisance" or cumulative assessed fines for violation of these rules total \$500 over any rolling 12 month period. The pet shall be permanently removed from Association property within 14 days' notice of the decision by the Board of Directors ("Board").

15.12 Tethering. No pet shall be tethered, fastened, chained, tied, or restrained to any pet container, carrier, cage, pen or house. No pet shall be tethered, fastened, chained, tied or restrained to any tree, fence, balcony, patio or any stationary object outside the unit.

15.13 Visiting Pets Prohibited. Owners and residents shall not allow guests to bring pets when they visit residents in the Village Green.

15.14 Aggressive Animals. No person may allow a pet to bite, attack, endanger, threaten or inflict injury on another person or pet, or to chase or approach a person or pet in a menacing fashion or apparent attitude of attack. If a pet attacks or bites a person or a pet, the owner shall be subject to a \$250 to \$500 fine dependent on the severity of the bite. In addition, at the Board's discretion, may be required to (i) provide the Association with proof of a current health certificate for the pet issued by a veterinarian; (ii) obtain and provide proof of regular vaccinations for rabies and other diseases; (iii) keep the pet muzzled or otherwise restrained at all times in the common areas; and/or (iv) permanently remove the pet from the property.

15.15. Fines and Removal. After notice and hearing, an owner may be assessed a \$100 fine per occurrence for any violation of these rules, unless noted differently above. The Board may order the permanent removal of any pet where cumulative fines related to the pet total \$500 over any rolling 12 month period.

15.16. Pet Policy Enforcement. The Board may enforce these rules. The Board may designate a Pet Enforcement Committee comprised of Board members to hear complaints, conduct hearings, and try violation of these rules.

15.17 Nuisance Barking Behavior.

Example #1: Nuisance noise from a dog is defined as barking or whining for more than 5 minutes in any 1-hour period.

Example #2: Excessive barking is barking that is persistent and occurs for an extended period of time or on a repeated basis. When determining if barking is a violation, consideration will be given to the time of day, duration and frequency of barking.

Example #3: No animal shall be allowed to unreasonably annoy residents, to endanger the life or health of other animals or persons, or to subsequently interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets:

- a. consistently or constantly makes excessive noise;
- b. cause damage to or destruction of another's property;
- c. cause unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or
- d. create a pest, parasite or scavenger control problem which is not effectively treated.
- e. Example #4: Animals will be deemed a nuisance that commit acts which include, but are not limited to, the following:
- f. Any dog that chases, runs after, or jumps at vehicles moving on streets and alleys.
- g. Any dog that attacks, bites or injures a person, or snaps, growls, snarls jumps upon or otherwise threatens persons without provocation. These acts shall be considered a violation whether or not the dog is confined by fence, chain or leash, or under the voice control of a responsible person.
- h. Any animal that howls, yelps, whines, or barks in such a manner as to unreasonable disturb any person.
- i. Any animal that feeds from, turns over, or otherwise disturbs garbage containers.
- j. Any animal that scratches or digs in flowerbeds or otherwise damages the property of another owner.
- k. Any dog or cat that goes onto the property of another or onto common areas to attack another animal or fowl.

- I. Cats or dogs that crawl upon, sleep on, scratch or otherwise soil the property of another.

15.18 Enforcement. The Board requires owners to put their complaints in writing, either in a letter or by filling out a form available at the office. The Management Office will then send a letter to the dog-owner letting him/her know that neighbors have complained about the nuisance. Since the letter is a warning only, there is no requirement to identify the source of the complaint.