DRAFT Architectural Committee
Nuisance Animal(s) Policy
(Version for Member Comment)

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Section A – Definitions

"Admissible Evidence" – is an original, unaltered photograph or other timed stamped recording that shows a violation of the LCMC Animal Nuisance Policy, included herein;

"Owner" – means any person having an interest in or right of possession to an animal;

"Owner" also means any person having control, custody or possession of any animal, or by reason of the animal being seen residing consistently at a location, to an extent such that the person could be presumed to be the owner;

"Person" – means any individual, partnership, firm, joint stock company, corporation, association, trust, estate or other legal entity;

"Running at Large" – means to be off the premises of the owner and not under the control of the owner, or competent person authorized by the owner, either by leash, verbal voice or signal control;

"Strike" refers to the 3 strikes rule, as outlined within the Board adopted Resolution #05-17, Rental/Tenant Regulations.

Section B – Animal Nuisances Prohibited

General Prohibition. It is prohibited for any lessee to cause, or to allow animal nuisances, as defined within this policy. The LCMC Security Division shall be responsible for enforcing the provisions of this policy.

For purposes of this chapter, animal nuisances are violations of this chapter and shall be defined as follows:

A. A dog or other domesticated animal running at large within the Cushman developments;
B. Any domesticated animal, whether licensed or not, that runs at large in any park or enters any member beach, pond, fountain or stream or upon any playground or open spaces. However, this subsection shall not prohibit a person from walking or exercising an animal in a member park or on any member beach when the animal is on a leash, tether or chain not to exceed fifteen (15) feet in length. Also, this subsection shall not apply to any person using a trained service animal, to animal shows, exhibitions or organized dog-training classes if at least 24 hours' advance notice has been given to LCMC Security by those persons requesting to hold the animal shows, exhibitions or organized dog-training classes;

C. Any domesticated animal that enters any place where food is stored, prepared, served or sold to the public, or any other member building or hall. However, this subsection shall not apply to any person using a trained service animal, to veterinary offices or hospitals or to animal shows, exhibitions or organized dog-training classes if at least 24 hours' advance notice has been given to LCMC Security by the persons requesting to hold the animal shows, exhibitions or organized dog-training classes;
D. Any female domesticated animal, whether licensed or not, while in heat and accessible to other animals for purposes other than controlled and planned breeding;
E. Any domesticated animal that chases, runs after or jumps at vehicles using LCMC right of way, easements or other public places within the Cushman developments;
F. Any domesticated animal that habitually snaps, growls, snarls, jumps upon or otherwise threatens persons lawfully using the right of way, easements or other public ways;
G. Any vicious animal or animal with vicious propensities that runs at large or at any time is off the owner's premises not securely leashed on a line or confined and in the control of a person of suitable age and discretion to control or restrain the animal;
H. Any domesticated animal that howls, yelps, whines, barks or makes other oral noises, in such a manner as to disturb any person or neighborhood to an unreasonable degree, as outlined within LCMC Resolution #06-21;
I. Any domesticated animal that enters upon a person's property without the permission of that person;
J. Animals staked, tethered or kept on public property without prior written consent of the animal care and control authority;
K. Animals on any public (member) property not under control by the owner or other competent person.

Section C – Penalty

Any lessee in violation of the provisions of this Resolution may be subject to a fine as outlined within the most recent version of the LCMC Fee and Fine Schedule.

Any violation upheld by the Board of Directors shall result in a Strike against the responsible Leasee if the responsible party is a renter of a property within the Cushman developments.

Section D - Appeals

The Board of Directors shall conduct a hearing to address all matters stemming from a challenged Citation issued by the Board of Directors or Board's designated agent at a regularly scheduled Board Meeting that is scheduled to be held no less than ten (10) calendar days following the date of LCMC's receipt of a timely request for hearing submitted by the subject lessee. The meeting date will ordinarily be within 30 days of the request, but may be extended due to holiday meeting schedules, pressing Board business, or at the request of the lessee. The hearing may be heard in open or closed session, held at the LCMC Office of Administrative Services or similar location, based on the hearing option chosen by the sub-lessee appealing the citation/fine. The Board shall control the conduct of the hearing so that it is reasonable and fair to all parties.

NOTICE OF HEARING DATE: The sub-lessee subject to the enforcement action or whose guests or agents or property is subject to the enforcement action shall be notified of the hearing date through a notice sent by first class mail to the sublessee's last known address on file with the LCMC Office of Administrative Services, mailed no less than ten (10) calendar days prior to the hearing date.

RESCHEDULE OF HEARING DATE: A sub-lessee subject to enforcement action shall be afforded one reschedule for any reason if requested in writing and received by LCMC prior to the hearing date. This action shall be communicated to the LCMC Office of Administrative Services and notice of the new hearing date shall be provided to the subject Lessee pursuant to the terms of the "Notice of Hearing Date." No more than one opportunity to reschedule the hearing shall be afforded, absent exceptional and compelling circumstances as determined by the Board in its sole discretion.

BOARD DECISION: The LCMC Board shall render a final and binding written decision no later than thirty (30) calendar days following the appeal hearing. The Board is vested with authority to uphold the fine amount imposed, or modify the fine to accurately reflect the governing instruments' application to the facts presented, or determine in the Board's sole discretion that a violation did not occur and that no fine should be imposed, or determine that a violation did occur but that issuance of a formal warning in lieu of a fine is appropriate on the facts, in the Board's sole discretion.

Modifications to the LCMC Fee and Fine Schedule

1st Offense to the Nuisance Animal Policy – Verbal Warning and/or $100 fine, with discretion by LCMC personnel.

2nd Offense to the Nuisance Animal Policy within one (1) year of confirmed 1st offense - $250 fine.

3rd Offense and thereafter to the Nuisance Animal Policy within one (1) year of 1st and 2nd offense - $1,000 fine.

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