

# **Animal Control Rules & Regulations (Ashbrooke/Trails of Ashbrooke)**

**Prepared by TchiaKousky's Animal/Critter Control,  
LLC**

## **Section I**

### **Definitions**

As used in the Animal Rules and Regulations Policy, the following terms shall have the following meaning:

- a. **Animal**. Any live, vertebrate creature, domestic or wild.
- b. **Animal Shelter**. Any facility operated by a humane society, municipal or county agency or its authorized agent, or other private entity for the purpose of impounding or caring for Animals held under the authority of this Policy.
- c. **County**. Any unincorporated portion of Madison County, Mississippi.
- d. **Feral Animal**. An animal that escaped from domestication and become wild, dangerous, or untamed.
- e. **Kennel**. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats or other domesticated Animals.
- f. **Owner**. Any person, partnership or corporation owning, keeping, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered, or if an Animal is dependent upon a human being for necessary sustenance.
- g. **Inhumane Treatment**. Any treatment to any Animal which deprives the Animal of necessary sustenance, including food, water and protection from weather, or any treatment of any Animal such as overloading, overworking,

tormenting, beating, mutilating, teasing or poisoning or other abnormal treatment as may be determined by any authorized Law Enforcement or Animal Control Officer privately hired by the HOA Board of Ashbrooke.

h. **Nuisance Animal.** Any Animal which:

- (a) Attacks or bites passersby or other Animals.
- (b) Trespasses on property, in the roadway and the Clubhouse/Pool area of Ashbrooke.
- (c) Damages private or public property; or
- (d) Barks, whines or howls in an excessive or continuous fashion.

i. **Platted Subdivision.** Any Subdivision within the County of Madison County, MS, which is platted and on record with the County.

j. **Restraint.** Any Animal secured by a leash or lead of less than six (6) feet or within the fenced real property limits of the Owner.

k. **Running at Large.** An Animal not under Restraint is considered running at large if it is not on the real property of its Owner and roaming around within Ashbrooke/Trials of Ashbrooke.

l. **Veterinary Hospital.** Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of Animals.

m. **Vicious Animal.** Any Animal that constitutes a physical threat to human beings or to other Animals.

n. **On Call.** (of a person) able to be contacted in order to provide a professional service if necessary, but not formally on duty.

o. **Private Animal/Critter Control.** Any government or private entity (**TchiaKouskys Animal/Critter Control, LLC**), that takes custody of stray domestic animals and facilitates their return to or placement in a home environment, defends animals from abuse and neglect, and protects the public from aggressive or dangerous animals. A government or private entity that also enforces state, county or city ordinances and HOA/POA covenants.

- p. Contract.** A written or spoken agreement, especially one concerning employment, sales, or tenancy, that is intended to be enforceable by law.

## **Section II.**

### **Rabies Vaccinations**

- a.** Any person owning, keeping, harboring, or having custody of any dog or cat (6) six months of age or older within Ashbrooke/Trails of Ashbrooke shall have that Animal vaccinated against rabies with the approved dosage of an approved anti-rabid virus (vaccine) properly administered by one legally authorized to do so. Every dog or cat must be so vaccinated immediately upon attaining the age of six (6) months, and every three (3) years thereafter. It shall be unlawful for any person to own or have in his or her possession any dog or cat not so vaccinated.
- b.** The Owner of any dog or cat shall see that the Animal wears a securely bradded metal tag approved by the State Board of Health with the serial number of the vaccination and the year in which the Animal was inoculated stamped thereon, and to see that the tag is worn by the Animal at all times.
- c.** The failure to comply with this Section shall constitute a fine, and the offender shall, on conviction by the Ashbrooke HOA Board, be fined thirty-dollars (\$30.00) for the first offense, fifty dollars (\$50.00) for the second; and one-hundred dollars (\$100.00) for the third offense. Any fine imposed pursuant to this Section 2c shall be paid to Homeland Management within five (5) days of the imposition of such fine and related citation.
- d.** If such fine is not paid within the prescribed time, either a lien shall be placed on the offender's property, the Animal shall be removed from the Subdivision or both.

## **Section III**

### **Impoundment and Quarantine of Animals Having Bitten Persons/Animals**

In case of an attack by an Animal resulting in injury to any person or other Animal, such Animal shall be impounded by the County Animal Control Officer or by

(Private Animal/Critter Control) for observation for a period of ten (10) days, or the (Private Animal/Critter Control) may have such Animal impounded for ten (10) days with a private Veterinarian Hospital. All costs of pick up, impoundment, and any related Veterinarian Hospital or Private Animal/Critter Control fees, must be paid by the Owner.

#### **Section IV**

##### **General Animal Control**

- a. It shall be unlawful for the Owner of any Animal to permit it run at large within the Ashbrooke/Trails of Ashbrooke Subdivisions.
- b. It shall be unlawful for the Owner of any Animal to permit such Animal to become or continue to be a Nuisance Animal within the Ashbrooke/Trails of Ashbrooke Subdivisions.
- c. Animals within the Ashbrooke/Trails of Ashbrooke Subdivisions that are Nuisance Animals or Animals Running at Large may be seized and impounded as provided in Section 5 below.
- d. No Animal shall be allowed within the Parks/Clubhouse/Pool/Common Area/Facilities unless it is always kept under Restraint.
- e. In addition to or in lieu of impounding an Animal found at large or a Nuisance Animal, any Law Enforcement or Private Animal/Critter Control may issue the known Owner of such Animal a verbal, written and/or fined. Such fines shall impose upon the Owner, at the discretion of the HOA Board of Ashbrooke, a penalty as follows:

<b>First Offense</b>	\$50.00
<b>Second Offense</b>	\$100.00
<b>Third Offense</b>	not less than \$125.00 and not more than \$300.00

All offenses will be presented by the Private Animal/Critter Control entity to the HOA Board of Ashbrooke. Any fine to be paid pursuant to this Section IV (E) shall be paid to the Ashbrooke HOA within (5) days of the imposition of such fine and related citation. If such fine is not paid within the prescribed time, the fine shall be added to said Owners HOA fees.

## **Section V**

### **Seizure and Impoundment Generally**

- a. Authority to Seize, Confinement Period.** An Animal within The Ashbrooke/Trails of Ashbrooke Subdivisions that is a Nuisance Animal or an Animal Running at Large shall be taken by the Private Animal/Critter Control entity contracted by the HOA Board and impounded in an enclosure or Animal Shelter of the Private Animal/Critter Control entities choice and there confined in a humane manner. Such an Animal not suffering from an incurable injury or disease shall be kept for not less than seven (7) days.
- b. Notice to Owner, Reclaiming of Animal.** If the Owner of an impounded Animal can be identified by a tag or by other means, the Owner shall be notified, immediately upon impoundment, by telephone or by mail that such Animal has been impounded by the Private Animal/Critter Control company at an Animal Shelter of its choice. Within seven (7) days of being seized by the Private Animal/Critter Control company, and provided the Animal is properly vaccinated, licensed and tagged, the rightful Owner of any Animal held under this Section 5 may reclaim the Animal upon payment to the Private Animal/Critter Control in the amount of \$30.00 for Cats/Kittens and \$45.00 for Dogs/Puppies, and will be called an **Animal Reclaim Fee**. Once the Animal Reclaim Fee is paid to the Private Animal/Critter Control company, the Owner will then be advised of the whereabouts of his or her animal/s and must pay for all costs associated with his or Animals impoundment. If an unvaccinated Animal is reclaimed by its Owner, the Owner must decide for, and pay for, the vaccination of said Animal prior to it being released from impoundment.
- c. Disposition if Not Reclaimed by Owner; Waiver of Waiting Period.** Any Animal not reclaimed by its Owner within seven (7) days shall become the property of the Animal Shelter and shall be placed for adoption in a suitable home, or humanely euthanized with an injection of sodium pentobarbital. If an unclaimed Animal is adopted, the adoptive Owner must plan for, and pay for, the vaccination of said Animal prior to its release from impoundment. The seven-day waiting period is waived for a Vicious or Feral Animal, or for any Animal suffering from an incurable disease. The seven-day waiting

period may also be waived for any injured or neglected Animal which, pursuant to **Section 97-41-3** of the Mississippi Code, may be humanely euthanized. Animals not claimed within the prescribed seven-day waiting period may also be released to the Mississippi Animal Rescue League or to any other animal rescue organization which the Private Animal/Critter Control company may determine appropriate.

- d. Additional Proceedings Against Owner Authorized.** The Owner of an impounded Animal may also be proceeded against by the Private Animal/Critter Control company if said Owner/s is found in constant violation of this Animal Control Policy.

## **Section VI**

### **Animal Care**

- a.** No Owner shall fail to provide his or her Animal/s with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care treatment.
- b.** No person shall beat, cruelly treat, torment, overload, over-work, or otherwise abuse an Animal, or cause, investigate or permit any dog fight, cock fight, bull fight or other combat between Animals or between Animals and humans.
- c.** No Owner of an Animal shall abandon such Animal in the Ashbrooke/Trails of Ashbrooke Subdivisions.
- d.** No person shall expose any known poisonous substance, whether mixed with food or not, so that the same is likely to be eaten by any Animal, provided that it shall not be unlawful for a person to expose on his or her own property common pest-control poison mixed only with vegetable substances.
- e.** No Owner shall fail to exercise proper care and control of his or her Animal/s to prevent it/them from becoming a public nuisance.
- f.** Every vicious Animal, as determined by the Private Animal/Critter Control company, shall be confined by the Owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its Owner.



- g. No person shall leave an Animal unattended inside a motor vehicle when such action is harmful or potentially harmful to said Animal. In the event the Owner of said vehicle is not available and cannot be found or refuses to prevent said harm or reasonable potential harm from continuing, and Law Enforcement Officer or Private Animal/Critter Control Officer shall be authorized to remove said Animal from such vehicle and utilize any reasonable method to effect said removal.

## **Section VII**

### **Animal Waste**

The Owner of every Animal shall be responsible for the removal of any excreta deposited by his or her Animal/s on public sidewalks, recreation areas or private property within the Ashbrooke/Trails of Ashbrooke Subdivisions.

## **Section VIII**

### **Pet Shops, Aviaries and Kennels**

No Pet Shops, Aviaries (unless a pet, that is located inside the residence) or Private Kennels of any kind are prohibited within the Ashbrooke/Trails of Ashbrooke Subdivisions. Any Law Enforcement or Private Animal/Critter Control Officer is hereby authorized at any reasonable time, upon receipt of any public complaints or requests to inspect a property located within the Ashbrooke/Trails of Ashbrooke Subdivisions to enforce this Covenant.

## **Section IX**

### **Enforcement**

- a. The civil and criminal provisions of this Covenant shall be enforced by any Law Enforcement or Private Animal/Critter Control Officer.
- b. It shall be a violation of this Covenant to interfere with any Law Enforcement or Private Animal/Critter Control Officer in the performance of his or her duties.

## Section X

### Penalties

Any person violating any provision of this Policy/Covenant, except as provided in Section 2c and in Section 4d, shall be deemed guilty of this Section and shall be punished by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00). If any violation be continuing, each day's violation shall be deemed a separate violation.

THIS POLICY/COVENANTS HEREBY PASSED by the HOA Board of Ashbrooke/Trails of Ashbrooke Subdivisions of Madison County, Mississippi on this, the 1st day of August, 2020, and shall be adopted into the Animal

Attest: BOARD OF ASHBROOKE/TRAILS OF ASHBROOKE Subdivisions

By: \_\_\_\_\_

By: 

Title: Ashbrooke Board Vice President

Date: 8/1/20