

(3) (I) "OWNER'S REAL PROPERTY" MEANS REAL PROPERTY OWNED OR LEASED BY THE OWNER OF A DOG.

(II) "OWNER'S REAL PROPERTY" DOES NOT INCLUDE A PUBLIC RIGHT-OF-WAY OR A COMMON AREA OF A CONDOMINIUM, APARTMENT COMPLEX, OR TOWNHOUSE DEVELOPMENT.

(4) "SEVERE INJURY" MEANS A PHYSICAL INJURY THAT RESULTS IN BROKEN BONES OR DISFIGURING LACERATIONS REQUIRING MULTIPLE SUTURES OR COSMETIC SURGERY.

(B) EXCEPTION.

THIS SECTION DOES NOT APPLY TO A DOG OWNED BY AND WORKING FOR A GOVERNMENTAL OR LAW ENFORCEMENT UNIT.

(C) DETERMINATION OF POTENTIALLY DANGEROUS DOG.

AN APPROPRIATE UNIT OF A COUNTY OR MUNICIPAL CORPORATION MAY DETERMINE THAT A DOG IS POTENTIALLY DANGEROUS IF THE UNIT:

(1) FINDS THAT THE DOG:

(I) HAS INFLICTED A BITE ON A PERSON WHILE ON PUBLIC OR PRIVATE REAL PROPERTY;

(II) WHEN NOT ON ITS OWNER'S REAL PROPERTY, HAS KILLED OR INFLICTED SEVERE INJURY ON A DOMESTIC ANIMAL; OR

(III) HAS ATTACKED WITHOUT PROVOCATION; AND

(2) NOTIFIES THE DOG OWNER IN WRITING OF THE REASONS FOR THIS DETERMINATION.

(D) PROHIBITED.

A DOG OWNER MAY NOT:

(1) LEAVE A DANGEROUS DOG UNATTENDED ON THE OWNER'S REAL PROPERTY UNLESS THE DOG IS:

(I) CONFINED INDOORS;

(II) IN A SECURELY ENCLOSED AND LOCKED PEN; OR

(III) IN ANOTHER STRUCTURE DESIGNED TO RESTRAIN THE DOG;

OR

(2) ALLOW A DANGEROUS DOG TO LEAVE THE OWNER'S REAL PROPERTY UNLESS THE DOG IS LEASHED AND MUZZLED, OR IS OTHERWISE SECURELY RESTRAINED AND MUZZLED.

(E) REQUIRED NOTICE.