

Coronado Shores Condominium Association No. 3

PET POLICY

Rules and Regulations For The Keeping of Pets

Revised November 18, 2008

INTRODUCTION

1. These Rules and Procedures shall apply to the keeping of pets as required by Civil Code § 1360.5.
2. These Rules and Procedures provide for the reasonable and legal restriction of pets within the Association.
3. For the purposes of these Rules and Procedures, "pet" shall be defined as "domesticated bird, cat, dog, or aquatic animal kept within an aquarium." (Civil Code § 1360.5 [b]). No other animal shall qualify as "pet" unless specifically agreed to in writing by a majority vote of the members of the Board of Directors.
4. No more than two pets may be brought into and domiciled in any unit, except that more than one aquatic animal kept within an aquarium may be brought into and domiciled within a unit, so long as the keeping of such aquatic animals does not constitute an unreasonable disturbance or nuisance to the Association or any other unit owner or resident within the project.
5. If any owner owns more than two dogs or cats as of April 16, 2007, the owner can continue to maintain the excess pets for the remainder of the pet's natural lives if the pet owner registers all of his/her pets by July 16, 2007. "Grandfathered" excess pets cannot be replaced upon or after their deaths. Any animal not registered within this sixty (60) day period cannot qualify to be "grandfathered."
6. No animals of any kind shall be raised, bred or kept in the Association's common areas or property.
7. These Rules and Procedures are not intended to address or conflict with the rights of those entitled by law to a service animal, or with Fair Housing laws.

REGISTRATION OF PETS

1. All owners of pets within the Association must register their pets (with the exception of aquatic animals kept within an aquarium) annually with the Association, subject to the requirements of these Rules and Procedures.
2. Registration of a pet requires that all dogs, cats and domesticated birds be identified and described to Association Management, and the owners thereof must provide an accurate and current photograph of such pets to Association management. The Association may provide prospective pet owners with a pre-printed form on which such information must be provided. Registration shall include a signed statement that the pet owner will comply with Rules and Procedures and any lawful changes thereto.

3. No pet will be registered or registration renewed for such pet that weighs (or in the case of young pets, will weigh) more than 35 pounds fully grown. The only exception to this weight restriction is for trained and/or documented service and/or support animals, when required by law.
4. If any resident owns a pet that weighs (or in the case of young pets, will weigh) more than 35 pounds fully grown as of April 16, 2007, the resident can continue to maintain the excess pets for the remainder of the pet's natural lives if the pet owner registers all of his/her pets by July 16, 2007. "Grandfathered" excess pets cannot be replaced upon or after their deaths. Any animal not registered within this 60-day period cannot qualify to be "grandfathered."
5. Pets of breeds known to be aggressive, dangerous and having known propensities for causing serious injury and/or death, and specific pets of which the Association has actual knowledge and has made a determination regarding such dangerous propensity are prohibited. If such pets have been registered within the Association, the Association shall have the authority to revoke the registration of such pets, no matter when the expiration date of that registration. Such pets, if present with the Association, must be immediately removed from the Project. The only exception to this Paragraph is for trained and/or documented service animals, when required by law.

REGULATION OF PET ACTIVITY

1. A pet owner shall not permit, and represents that his or her pet will not cause, any damage, discomfort, annoyance or nuisance, obnoxious behavior, or cause complaints from any other member, resident or the public. Dogs that bite persons or animals will be expelled from the property. No excessive barking will be permitted.
2. Cages of domesticated birds shall not be permitted within the common areas, including exclusive use common areas (e.g., balconies, parking spaces, storage areas).
3. Aquariums for aquatic animals shall be placed within the condominium unit. Aquariums larger than thirty (30) gallons must obtain prior Association approval. Such water containers shall not be permitted within the common areas, including exclusive use common areas (e.g., balconies, parking spaces, storage areas).
4. Dogs must be kept and controlled on a leash not longer than six (6) feet, or within a cage or closed pet carrier, or must be confined within the pet owner's condominium unit.
5. Pets shall not be permitted to roam the common area, including entering upon the exclusive use common area of other Owners. Pets shall not be permitted to remain on balconies unattended.

6. Pets may be walked through the lobby provided the pet is on a leash. Pets who create a nuisance in the lobby may be prohibited from walking through the lobby.
7. The common areas, including exclusive use common areas, shall not be used for the relieving of the bodily excrements of pets. Pet owners must promptly remove and dispose of any of their pet's waste. Pet owners are asked to carry waste removal materials with them when accompanying their pets, to facilitate immediate removal.
8. In the event that the Association, or its representatives or contractors, need lawful access to a pet owner's condominium unit, the pet will be confined by either placement in a cage/container or removal from the premises for the period during which access is required.
9. Each condominium Owner and resident pet owner shall be absolutely liable to each and all remaining Owners, their families, guests, and invitees, and to the Association for any and all damage to person or property caused by any pets or other animals brought upon or kept upon the Project by such Owner or resident pet owner, members of his or her family, guest, or invitees, and each owner and resident pet owner shall comply with these Rules and Procedures. This includes, but is not limited to, damages to landscape, stucco staining, and claw markings. Damages to the common area by pets shall be billed to the homeowner at current replacement/repair costs.
10. Violations of these Rules and Procedures may be cause for a show cause hearing with fines according to the Coronado Shores Condominium Association No. 3 Fine Policy, including the potential of a fine up to \$100 for the first occurrence and up to \$500 for subsequent occurrences. Notice and hearing shall be performed in accordance with the Association's governing documents.
11. Pet owners shall agree, by registering their pets, to comply with all applicable ordinances, regulations and laws governing pets. The Association shall have the authority, but not the duty, to address concerns pertaining to potential violations of such ordinances, regulations and laws, when the issue is brought to the attention of the Association by a member. Members and residents are asked to contact local animal control in situations requiring immediate attention, and to contact appropriate governmental authorities in the event of a health or safety emergency.
12. Issues relating to pets that cannot be resolved between homeowners should be directed to local animal control authorities or, in writing, to the Association. The Board of Directors reserves the right to prohibit and to have any pet removed, which, in its sole discretion, constitutes a nuisance or violates these rules and regulations.

MISCELLANEOUS

1. The above Rules and Procedures may be modified or repealed by the Board, in whole or in part, following the requisite member notice and comment period, if the California State Legislature takes any action which changes the content of Civil Code § 1360.5 and which would affect said Rules and Procedures.

2009 Disclosures