

**CORONADO SHORES CONDOMINIUM ASSOCIATION NO. 3**  
**Rules and Regulations for the Keeping of Pets**  
Revised: January 20, 2012

**INTRODUCTION**

1. These Rules and Regulations shall apply to the keeping of pets as set forth in the Association's CC&Rs and Civil Code § 1360.5.
2. These Rules and Regulations provide for the reasonable and legal restriction of pets within the Association.
3. These Rules and Regulations are not intended to address or conflict with the rights of those entitled by law to a service animal or with Fair Housing laws applicable to the Community. If you have a service animal or other animal needed as an accommodation for a disability, please contact the Association office for the necessary forms to permit your animal in the Community if the animal does not comply with the requirements of these Rules and Regulations.

**WHO MAY KEEP A PET IN THE COMMUNITY**

4. As described in Section 1.27 of the CC&R's, a "Unit Owner" means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Condominium, as evidenced by a deed recorded in the San Diego County Recorder's Office, including the Association, and any contract sellers under recorded contracts of sale. "Unit Owner" shall not include any persons or entities that hold an interest in a Condominium merely as security for performance of an obligation. For purposes of exercising membership rights, including the right to serve as Director, and incurring membership obligations when a Unit Owner is a corporation, firm, limited liability company or other entity, any director, officer, employee or agent designated in writing by the Unit Owner may exercise the membership rights attributable to the Unit Owner. When a Unit Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise designated in writing by the trustee. When the Unit Owner is a corporation, firm, limited liability company or other entity, only one individual may be the designated person to register and keep pets in a unit.
5. Unit Owners and tenants who have a rental agreement or lease for at least ninety days may keep and raise pets in compliance with these Rules and Regulations and the CC&Rs. Regardless of the number of Owners on the recorded deed or the number of tenants on the lease or rental agreement, no more than 2 pets may be registered to any Unit or to any units that have been combined and are being used as a single residence.
6. Tenants who do not provide the Association evidence of a rental agreement or lease for a term of at least ninety consecutive days may not keep any pets in the Unit.

7. Visitors in Las Palmas may not bring any pets into the building.

#### **WHAT PETS MAY BE KEPT IN THE COMMUNITY**

8. For the purposes of these Rules and Regulations, "pet" shall be defined as a "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.
9. No more than two pets weighing no more than thirty-five pounds each at maturity 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.
10. If any owner owned 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 registered all of his/her pets by July 16, 2007. "Grandfathered" excess pets cannot be replaced upon or after their deaths. Any animal not registered by July 16, 2007, cannot qualify to be "grandfathered."
11. If any owner owned a pet weighing more than thirty-five pounds or weighing more than thirty-five pounds at maturity as of April 16, 2007, the owner may continue to maintain the pet for the remainder of the pet's natural live if the pet owner registered all of his/her pets by July 16, 2007. "Grandfathered" pets larger than 35 pounds may only be replaced by a new pet that complies with the 35 pound weight limitation. Any animal not registered by July 16, 2007 cannot qualify to be "grandfathered."
12. 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 propensities are prohibited.
13. No one may raise or keep animals within the Community for commercial purposes.
14. No Unit Owner or other occupant of a Unit may raise or keep pets which interfere with, or have a reasonable likelihood of interfering with, the rights of any Unit Owner or other occupant of a Unit to the peaceful and quiet enjoyment of the Unit. In the event the Board determines that any pet or other animal creates an unreasonable annoyance or nuisance to any Unit Owner or other occupant of a Unit, the raising or keeping thereof shall be discontinued within a reasonable time after such determination.

15. All pets first brought into Las Palmas after the adoption of this Restated Declaration must have basic obedience training and a certificate of such training must be on file in the Association office.
16. All pets in Las Palmas must be properly licensed and vaccinated.

### **REGISTRATION OF PETS**

17. 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 Regulations and within the timeframe required by the Association
18. 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 these Rules and Regulations and any lawful changes thereto.
19. No pet will be registered unless it complies with these Rules and Regulations and the Association's CC&Rs.
20. The Association shall have the authority to revoke the registration of any pets which do not comply with these Rules and Regulations and the Association's CC&Rs, no matter when the expiration date of that registration. Such pets, if present within the Association, must be immediately removed from the Project.

### **REGULATION OF PET ACTIVITY**

21. Residents may only enter or exit the building through the lobby or use the upper elevator lobby with dogs if the dogs are carried. If a resident is unable to carry the resident's pet and the resident parks on the upper garage level, the resident may walk the pet directly through the upper lobby between the parking garage and the elevator to enter or leave the building.
22. No animals of any kind shall be raised, bred or kept in the Association's common areas or property.
23. 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. Barking which causes an unreasonable annoyance to another resident will not be permitted.

24. Cages of domesticated birds shall not be permitted within the common areas, including exclusive use common areas (e.g., balconies, parking spaces, storage areas).
25. 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).
26. 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. Retractable leashes are not permitted in the City of Coronado or on Coronado Shores property.
27. 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.
28. 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.
29. 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.
30. 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 Regulations. 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.
31. Violations of these Rules and Regulations may be cause for a hearing with fines according to the Coronado Shores Condominium Association No. 3 Fine Policy. Notice and hearing shall be performed in accordance with the Association's governing documents.
32. 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.

33. 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.
34. The Association, its Board, Officers, employees and agents shall have no liability to any Unit Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person in Las Palmas, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees and agents.
35. Section 11.14 of the CC&Rs requires Unit Owners to carry personal liability and property damage liability insurance with respect to their Unit in the minimum amount of One Million Dollars or as otherwise required by the Board. If a pet or other animal is kept within a Unit, this liability insurance must include coverage for any property damages, personal injuries or other claims or liability which may result from the keeping of that pet or other animal within Las Palmas. Unit Owner must show sufficient evidence of insurance and a written statement from the insurance company or agent that the specific pet breed or type is not excluded from coverage.

## **MISCELLANEOUS**

36. The above Rules and Regulations may be modified or repealed by the Board, in whole or in part, following the requisite member notice and comment period or without a comment period in an emergency.