

Directors. Reporting of solicitations should be made to the on-site office, security guard or management company.

II. PETS (Revised 1-25-12)

1. Allowable Pets

Homeowners and tenants with homeowner s permission only, may have a maximum of two pets, only one of which may be a dog. One or both pets may be domesticated cats.

Exotic cats and other wild animals such as raccoons, squirrels, opossums and snakes are prohibited. Farm animals such as chickens or other poultry, goats, pigs, pot belly pigs and sheep are prohibited. Caged birds are permitted, provided they are kept quiet and within the noise boundaries for other animals.

No resident may have two dogs in any unit. All pets must be spayed or neutered by six months of age. Proof of spaying or neutering must be provided to The Estates Office.

2. Registration of Dogs

Every dog must be registered and DNA tested at The Estates Office in the Recreation Room within five (5) days of arrival at The Estates. There will be a \$500 Registration Fee to register each dog, payable by the dog owner. DNA samples will be used to verify failure by dog owners to clean up after pets.

The Registration Fee shall be refundable to the dog owner upon the dog s demise or permanent departure from The Estates, less any DNA testing fees and any unpaid fines imposed on the owner as provided hereinafter.

Dogs already in residence at The Estates must be registered and DNA tested as set forth above, and the \$500 registration fee must be paid by the owner within five (5) days of the adoption and distribution of these rules. Failure or refusal to timely register dogs as set forth herein shall result in a \$300 fine per each five-day period of non-registration, until the dog is registered.

Tenants must provide written permission by the unit owner to keep a dog in the unit.

All dogs must be currently licensed and vaccinated and proof shall be provided by owners upon request.

3. Weight and Breed Prohibitions

Dogs over thirty (30) pounds in weight are prohibited, with the exception of certified service dogs. The following dog breeds are prohibited, with the exception of certified service dogs

(certified service dogs do not include companion dogs, which companion dogs are subject to these prohibitions): Akita Inu, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, American White Shepherd, Anatolian Shepherd, Belgian Malinois, Borzoi, Boxer, Bullmastiff, Bull Terrier, Ca De Bou, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux, English Mastiff, Estrella Mountain Dog, Fila Brasileiro, German Shepherd, Great Dane, Great Pyrenees, Irish Wolf Hound, Kangal, Komondor, Leonberger, Neapolitan Mastiff, New Foundland, Otterhound, Presa Canario, Rottweiler, Saint Bernard, Scottish Deer Hound, Shar Pei, Shiba Inu, Siberian Husky, South African Boerboel, Spanish Mastiff, Staffordshire Bull Terrier, Tosa Inu, and Wolf Hybrid. This list of prohibited breeds may be augmented or supplemented from time to time at the discretion of the Board of Directors.

4. Outdoor Pet Areas

Pets in transit are to be carried, restrained by a 6-foot leash, or placed in an animal carrier. Pets may be exercised on the perimeter road of the property or on the fire road only. No pets are allowed on the interior green belt, in the pool area or in the Recreation Room, except for registration purposes. Cats are not allowed outdoors except on a leash or in a carrier.

5. Pet Waste Disposal

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in underground parking trash bins only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged. All pet waste is to be cleaned up, including pet waste in ivy, on perimeter road, and around and behind carports.

6. Pet Laundry

Pet laundry is to be taken to an offsite Laundromat. No pet laundry is to be done in The Estates laundry rooms, including horse laundry.

7. Damage Caused by Pets

Pet care givers are financially responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full financial responsibility of the pet owner.

8. Nuisance

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to the following:

- A. Pets whose unruly behavior causes personal injury or property damage.
- B. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more, to the disturbance of any person at any time of day or night.
- C. Pets in common areas that are not under the complete physical control of a responsible human.
- D. Pets who relieve themselves on walls or floors of common areas.
- E. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- F. Pets who are conspicuously unclean or parasite infested.

9. Feral Cat Colonies

Feeding and caring for feral cat colonies is prohibited.

10. Pet Visitors

Residents are responsible for the pets of guests who visit their unit. Such pets are subject to the same restrictions and requirements as resident pets. No pets of guests can stay overnight, and pet-sitting onsite is prohibited.

11. Indemnification of HOA

Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

12. Pet Complaints

Any resident or personnel observing an infraction of any of these rules shall attempt to obtain a witness to such infraction. Any complaint must be in writing and presented to the Board of Directors. The Board shall investigate such written complaint and, if in agreement, the Board shall give written notice of the violation and the matter will be set for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board of Directors may at any time require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet caregiver will have ten (10) days to remove the pet from the premises. The Board of Directors also has the authority to assess and collect fines for violations of rules pertaining to pets, and to assess and collect amounts necessary to repair or replace damaged areas or objects.

13. Violations and Fines

Notwithstanding any rule or regulation set forth hereinabove, the standard fine schedule for violation of pet rules shall be as follows:

A. For barking and related noise violations:

- (1) First offense: \$75;
- (2) Second offense: \$150;
- (3) Third offense: \$300;
- (4) Fourth offense: permanent removal of pet.

B. For property damage or failure to clean up pet droppings or other waste (vomit, mud prints on floors or carpets, etc.):

- (1) First offense: \$125;
- (2) Second offense: \$250;
- (3) Third offense: \$500;
- (4) Fourth offense: permanent removal of pet.

Fines are payable separately from the pet registration fee and shall be paid with the next due homeowner's fees. Failure or refusal to pay fines shall be subject to collection procedures, and failure or refusal to pay fines may subject the homeowner to permanent removal of the pet. In the event of violation of pet rules by a tenant, the unit owner shall be responsible for the payment of fines.

~~A. No dogs are permitted **at any time**, within the complex. This includes but is not limited to visitors with dogs, dog sitting or other temporary conditions.~~

~~B. One (1) cat or other common domestic pet, other than a dog, is permitted provided it is kept for non-commercial purposes, and provided it does not create, in the opinion of the Board, an unreasonable annoyance or nuisance to residents. Litters must be removed from the premises as soon as they are weaned. No other animals are permitted within the complex without the written consent of the Board.~~

~~C. Pets are not permitted in the recreational areas. Cats are not permitted in hallways. Unidentified cats found roaming the hallways or recreational areas will be taken to the County Animal Shelter. Identified cats will be returned to their owners and a fine will be issued. Cat owners are encouraged to put I.D. tags on their pets.~~

~~D. Pet owners are to maintain immunizations and vaccinations as required by County Ordinance.~~

~~E. Used cat litter is to be bagged prior to disposal into waste bins. It is never to be thrown over the balconies or into the toilets. A clean litter box discourages insects and pests.~~

- F. ~~Pet owners should follow an effective flea control program.~~
- G. ~~Pet owners are responsible for spaying or neutering pets to discourage mating behavior and its accompanying fighting and noise.~~
- H. ~~Pet food shall not be left unattended on balconies.~~

III. STORAGE ROOMS.

- A. All items in storage must be packed in boxes of a size to be judged reasonable by the Board, and clearly marked with name of resident, address and stored in a neat, orderly manner. The Board will approve the amount to be stored and any exceptions will be authorized in writing..
- B. Only items belonging to residents may be stored.
- C. No flammable liquids, biological materials, firearms, fireworks, alcoholic beverages, or noxious materials may be stored. Storage of frequently used items is not permitted.
- D. Since the storage rooms are to be used for long-term storage only (90 days or more), access to them is as follows:
 - 1. Call for access 24 hours in advance
 - 2. Hours: 9 a.m. - 3pm Tuesday through Thursday
9 a.m. - 12 noon on Saturdays
 - 1. Request for access during this time is to be made by telephone to the on-site office. Necessary information is to include building, home number, and storage room, name and telephone number. Accommodation to these times will be made as staffing permits.
- E. Assistance will NOT be provided in moving stored items.
- F. Resident use of storage rooms is at their own risk.
- G. Unidentified items will be disposed of at the Board's discretion.

IV. RESIDENT IDENTIFICATION.

- A. New owners are provided two (2) common area keys, and one garage entry device (clicker) from the prior owner at the time of escrow. It is the previous owner's responsibility to provide these.
- B. When a home is sold, leased, or rented the owner is to provide all keys and the garage