West Point Loma Owners Association, Inc.

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APPENDIX - PET / ANIMAL POLICY

In this policy, the term "animal" includes pets, service animals, and emotional support animals. The term "pet" means an animal kept primarily for pleasure rather than utility.

1. The animal owner is responsible at all times for ensuring that the animal does not become a nuisance to other residents of the complex, whether due to noise, odors, or any other reason. The animal owner must reimburse the HOA for any expenses reasonably incurred as a result of any animal. Reimbursement is in addition to any applicable fines.

2. Unless a different limit is set, the HOA may impose fines of up to $150 for violations.

   The specific fine amounts in this policy (other than the failure to register fines) are for animals / pets registered with the HOA. The amounts are tripled for animals / pets not registered with the HOA.

3. No exception is made for visiting pets, not even overnight. However, qualified service animals (e.g., guide dogs for the blind, etc.) actively assisting disabled visitors to the complex are permitted without advance notice to or approval of the HOA.

4. The HOA must be notified in writing and all HOA requirements must be satisfied before the animal may be brought to the complex. The failure to give advance written notice to the HOA is an independent violation of the pet / animal policy and makes the owner subject to a fine, even if the animal would otherwise satisfy all the requirements. The HOA has adopted the following fine schedule when the HOA determines that a fine rather than immediate legal action is appropriate:
   - For the first week (or part thereof) after an unauthorized animal is first reported - $300 per animal.
   - For the second week through ninth weeks - $100 per animal per week (or part thereof).
   - For the tenth and succeeding weeks - $250 per animal per week (or part thereof).

   Fines will continue until the unregistered animal is removed from the complex AND the owner provides written proof of that fact to the HOA. The fines are in addition to any other legal action the HOA may take; the HOA reserves the right to take immediate legal action without first assessing a fine.

5. Some persons are allergic to animals. The animal owner is responsible for insuring that the animal does not cause medical problems for other residents of the complex. If a reasonable accommodation cannot be reached, then the medical problem will take priority and the pet will not be permitted.

6. Residents must not take any action that might reasonably be expected to attract stray or wild animals to the complex.

7. Litter boxes must be indoors. They must not be placed on any balcony, patio, or other outdoor area. Litter must be bagged before disposal. Fines of up to $50 per incident may be imposed.

8. Animals are to be fed indoors. Food is not to be left on any balcony or in any other outdoor area. Fines of up to $150 per incident may be imposed for food violations.

9. If fleas or other pests become an issue, the unit(s) with animals will be held responsible and incur all costs to remedy the situation.

10. Repeated violations may result in temporary or permanent revocation of permission to have animals.

11. "Pet / animal owner" includes (a) the owner(s) in owner-occupied units and (b) the tenant(s) and the owner(s) in non-owner-occupied units. The unit owner(s) is always responsible for animal fines and expenses related to the unit, even if the violation was caused by a tenant or guest.

12. Tenants must not keep animals without the advance written approval of the unit owner. If an animal belongs to a tenant, the HOA requires a written statement signed by the unit owner that:

    a. The tenant has permission for the specific animal.

    b. The unit owner has discussed the HOA's pet / animal policy with the tenant and has made a copy to the tenant.

    c. The unit owner understands and agrees that the HOA will hold the unit owner responsible.

    The unit owner has absolute discretion whether to allow pets (subject to any applicable state and federal law).

13. To the extent required by state and federal law, the HOA will make reasonable and necessary accommodations to the Pet / Animal Policy on a case by case basis for qualified service and support animals (e.g., guide dogs for the blind, etc.). The animal owner must request such accommodation from the HOA. The status of service or support animals is subject to periodic review on an annual basis.

14. No more than two animals (other than fish) are allowed in any one unit.

15. Additional requirements for dogs and cats -

    a. A clear, up to date, color photo of each animal must be kept on file with the HOA.

    b. Every animal must be spayed/neutered. No exceptions. The animal owner must provide the HOA with written confirmation from a veterinarian or equivalent source.

    c. If the local government requires that an animal be licensed and/or have shots (currently the case for dogs but not cats), then the HOA requires proof of current license and vaccination status. It must be kept current following registration.

    d. If an animal is too young to be licensed, spayed, and/or neutered but the animal owner can satisfy all other requirements, the animal owner will be required to submit a $200 deposit to the HOA. The HOA and the animal owner will agree upon a medically appropriate deadline (not to exceed 6 months) within which the animal will be licensed, spayed, and/or neutered and documentation provided to the HOA. The deposit will be released upon timely submission of the documentation. Failure to comply in a timely fashion will result in fines.

    e. Dogs must be tagged.

    f. Dogs must weigh 30 pounds or less. (Note: If a dog first acquired as a puppy outgrows the weight limit, it must be removed from the complex.)

    g. Dogs must be on a leash at all times when in the common area (transport cages are an acceptable alternative). Dogs must not be left unsupervised on decks, balconies, or in the enclosed yard area of rear units.

    h. Animals must not defecate or urinate in common areas. This includes, but is not limited to, grassy areas adjacent to the sidewalk. Cleaning up after the animal does not remedy the violation. It is the dog owner's responsibility to walk the dog away from the complex. Fines of up to $50 per incident may be imposed.

    i. Cats are not allowed outside except in carriers. Owners may be fined for each sighting of a cat outside the unit.

16. Fish - Residents may keep reasonable numbers of aquatic animals within an indoor aquarium without advance notice to or approval of the HOA.

17. Birds - Residents may keep one domesticated bird indoors. A clear, up to date, color photo of each bird must be kept on file with the HOA.

18. Other animals are not permitted without advance, written approval from the HOA. Farm animals and exotic animals are prohibited.

19. The Property Manager has no authority to grant exceptions to any pet / animal policy. No member of the HOA Board, acting alone, has the authority to grant exceptions to or waive violations of any pet / animal policy.

(eff. 01/22/2007, amended 12/2014, amended 10/2016, clarifying amendments 9/2018, amended 10/2020, fines amended 10/2024)

AMENDMENT (adopted December 2014, clarified September 2018)

An exception to the maximum of two dogs and/or cats may be made under the circumstances listed below. In interpreting this exception, these principles apply:

- Ownership of multiple pets per unit is not favored.
- Longstanding ownership of a pet may deserve some accommodation.
- Long-term residence in the complex may deserve some consideration.

The exception is intended to mitigate the apparent harshness of requiring a resident to give up a pet of long standing. The exception is not intended to accommodate the acquisition of new pets.

1. No unit may ever have more than two dogs. No unit may ever have more than two cats.

2. A unit may have three pets /animals consisting of one dog and two cats. The exception does not apply to two dogs and one cat.

3. The exception applies only when all of these apply:

    a. A current resident of the unit has lived in the unit for at least one year.

    b. All of that current resident's pets / animals have been registered with the HOA for at least one year.

    c. There will be a new co-resident of the unit.

    d. The new resident has had the pet(s) / animal(s) for at least one year.

4. Each of the animals must have been spayed or neutered before being approved. If a puppy or kitten is too young to be spayed or neutered, then the relationship between owner and animal is not of sufficiently long standing to justify an exception to the Pet / Animal Policy.

5. The exception requires the express approval of the HOA Board at a regularly scheduled meeting.

6. The HOA Board may refuse to approve an exception for cause. "Cause" includes, but is not limited to, the following:

    a. The current animals are not well-behaved, whether or not the HOA has fined the owner for the violation. Examples include barking sufficient to annoy neighbors, and/or aggressive behavior toward strangers.

    b. The new animals are not well-behaved. The burden is on the residents to demonstrate that the new animal is well-behaved.

    c. The current animals are not being cared for in conformity with the Pet / Animal Policy. Examples include dog not consistently kept on leash in common area, cat allowed to roam outside, outdoor feeding, litterbox issues, odors, fleas.

    d. A pattern of allowing animals to defecate or urinate in common areas.

7. To enable the HOA to assess animal behavior, the HOA may require that any animal be evaluated by a professional (e.g., veterinarian or pet / animal trainer). The HOA may require obedience training to ensure that any animal is well-behaved. The entire cost of evaluation and training shall be borne by the residents with pets / animals.

8. Any exception is animal-specific. If one of the three animals no longer lives in the unit, the exception expires automatically. The residents may not acquire a replacement animal.

NOTES (October 2018)

Title changed from “Pet Policy” to “Pet / Animal Policy” as of November 2017. Wording clarified in September 2018. No substantive change.

Every pet must be registered with the HOA. Every service or support animal – whether or not it meets the physical restrictions of section 15 above – must be registered with the HOA. Failure to timely register a service or support animal will result in fines per section 4 above.

The rules governing behavior and conduct – such as sections 15(f) and (g) – apply to all animals, including service and support animals.

The status of service or support animals is subject to periodic review on an annual basis.

Service and support animals count against the two pet limit. For example, if there are two service animals in a unit, the unit is not eligible to have any pets.

To avoid any uncertainty regarding the owner’s legal responsibility for fines relating to pets / animals, the HOA will not accept the signature of a rental unit property manager on the registration form unless a power of attorney is on file with the HOA. A temporary electronic copy of the registration form can be submitted pending receipt of the paper original with the owner’s signature.

In considering fines for late registration of animals when an owner and/or tenant claims to have been unaware of the Pet / Animal Policy, the HOA generally takes the following into account:

(1) New owners: A copy of the Pet / Animal Policy is ordinarily supplied through escrow to persons purchasing a unit in the complex. Failure to read the policy and/or to initiate steps to assemble paperwork so that the animal can be registered promptly is no excuse.

(2) Existing owners acquiring an animal: Acquiring a new animal should not be a spur of the moment action. The Pet / Animal Policy is posted on the HOA’s website. A copy is ordinarily sent to owners annually. Ignorance of the policy is no excuse.

(3) New tenants: Owners who choose to allow pets / animals should determine – as part of the tenant screening process – whether applicants have animals. The weight and spayed/neutered requirements should be addressed with potential tenants. Prompt completion of the pet / animal registration form can and should be required, ideally before the tenants take possession of the unit. The supporting documentation can be supplied within ten (10) days after move-in.

(4) Existing tenants acquiring an animal: The Pet / Animal Policy is posted on the HOA’s website. A copy is ordinarily sent to owners annually. Owners renting out their units ought to supply their tenants with a copy. Failure to include a provision in any lease/rental agreement requiring tenants to abide by the HOA’s Rules & Guidelines (including the Pet / Animal Policy) is foolish. Ignorance of the policy is no excuse.

(5) Owner vs. rental unit property manager: Owners are responsible for the acts and omission of their agents, such as a rental unit property manager. The property manager’s failure to screen potential tenants for qualifying animals and to initiate the registration paperwork in a timely fashion is no excuse. It’s part of the job he or she is being paid to do. The HOA will fine the owner, leaving it to the owner and property manager to work out between themselves who will ultimately be responsible.

(6) Owner or property manager vs. tenant: The lease/rental agreement should clearly address the issue of animals. The tenant should have been required as part of the rental paperwork to acknowledge – in a signed writing – that (i) he or she is aware of the HOA’s Pet / Animal Policy, (ii) he or she has no animals (if this is the case), (iii) any animals must be promptly registered with the HOA, (iv) unregistered animals will result in fines.

NOTES (February 2019)

Clarification of "Temporary" Registration:

The October 2018 version of the HOA's Registration Form provides substantially as follows:

> YOU MAY SUBMIT AN ELECTRONIC COPY OF THIS FORM ON A TEMPORARY BASIS. IF THE SIGNED ORIGINAL AND ALL SUPPORTING DOCUMENTS ARE NOT RECEIVED WITHIN TEN (10) CALENDAR DAYS THEREAFTER, LATE REGISTRATION FINES MAY BE IMPOSED.

This ten calendar day temporary registration period is intended for residents acting in good faith. For example, new owners, new tenants, and/or new pets (where "new" generally means 30 days or less) and pets that otherwise meet the HOA's physical standards. Although not intended for them, it is available to owners / tenants / residents who initiate late registration of their own volition.

If pet registration is the result of formal or informal HOA action – for example, an email to an owner inquiring about an apparently unregistered pet – there is no grace period as such. The HOA would, however, consider acceptance of responsibility evidenced by prompt submission of the HOA Registration Form, with supporting materials following within ten calendar days, as a factor in mitigation.

AMENDMENT (Adopted October 2020)

Added this language to section 2: "The specific fine amounts in this policy (other than the failure to register fines) are for animals / pets registered with the HOA. The amounts are tripled for animals / pets not registered with the HOA."

The amendment does not excuse an owner or resident from the obligation to register an animal / pet.

NOTES (October 2020)

For clarification, the "Property Management Agreement" form promulgated by the California Association of Realtors is insufficient as a replacement for the owner signature on the final registration form. The registration in paper form (not electronic) with owner signature must be sent to the HOA. A property manager signature is acceptable only on a temporary basis until the owner signature can be obtained.

NOTES (October 2022)

Sections 122317 *et seq*. of the California Health & Safety Code (effective Jan. 1, 2022) contains specific requirements for documentation of the need for an emotional support animal. Any new registration should comply with those requirements.

(current as of 10/31/2026)