



RULES AND REGULATIONS FOR PETS AND ANIMALS

These Rules and Regulations repeal and replace any contrary provision in any previously-enacted rule, regulation, or policy. In the event these Rules and Regulations conflict with any rule, regulation, or policy, previously enacted by the Association's Board of Directors, these Rules and Regulations shall govern and control.

1. No Owner shall keep and/or maintain any animals or pets of any kind, in the Owner's Unit or elsewhere in the Condominium, unless the Association specifically authorizes the Owner to keep pets in the Owner's Unit.
2. Any Owner wishing to keep a pet and/or pets in the building must submit an application to the Association. The application must include, for each individual animal Owner intends to keep and/or maintain, the following information and documentation:
 - a. The name, species, and breed of the animal; and,
 - b. A general description of the animal, which shall include the animal's color, color pattern, approximate length, and approximate weight; and,
 - c. A written statement from the Owner swearing and affirming each animal has no history of aggressive behavior towards or against human beings and/or other pets.
 - d. For all animals except birds and fish, documents demonstrating that the animal:
 - i. has been vaccinated for rabies with and according to the label recommendations of a United States Department of Agriculture approved vaccine; and,
 - ii. has been vaccinated for rabies within the last twelve (12) months; *or* has received two (2) rabies vaccinations, with the latter of the two (2) rabies vaccinations having been administered using a vaccine with a three-year duration of immunity.
3. Any Owner authorized and approved to keep animals and/or pets in, on, or about the Condominium, shall, as a condition of the Association's authorization and approval, execute a written indemnification, whereby the Owner shall agree to indemnify and hold harmless the Association from any and all claims, by any party, at law or in equity, arising or resulting from the animal's presence in the Condominium. **UNLESS AND UNTIL THIS DOCUMENT IS SIGNED AND EXECUTED BY THE APPLYING OWNER, THEN THE ASSOCIATION SHALL NOT APPROVE THAT OWNER'S APPLICATION.**
4. In the event the Association receives a completed application containing all the referenced information and documentation, and provided the application contains no information indicating the applied-for animals run afoul of these Rules and Regulations, then the Association shall not unreasonably withhold from the Owner the Association's authorization allowing the Owner to keep and/or maintain the applied-for animals.

5. The Association must either approve or deny any pet application within thirty (30) days of the Association's receipt of the application. In the event the Association does not transmit its approval or denial within thirty (30) days of receipt, then the Owner's application is automatically approved in its entirety, contingent upon and subject to the Owner's execution of a written indemnification, whereby the Owner agrees to indemnify and hold harmless the Association from

any and all claims, by any party, at law or in equity, arising or resulting from the animal's presence in the Condominium. IN NO EVENT SHALL ANY OWNER BE ALLOWED OR AUTHORIZED TO KEEP AND/OR MAINTAIN ANIMALS IN THE CONDOMINIUM PRIOR TO COMPLETING THIS WRITTEN INDEMNIFICATION.

6. In the event the Association denies an Owner's application, the Association must provide the Owner a written explanation describing and detailing the reasons for the denial.
7. In no event may any Owner keep and/or maintain more than two (2) animals (excepting fish) at any one time. Further, Owners may not keep and/or maintain more than two (2) dogs, or more than two (2) cats, at any given time. In no event may any Owner keep and/or maintain animals for breeding or commercial purposes. In no event may any Owner keep and/or maintain any animal weighing in excess of sixty (60) pounds.
8. No Owner may keep and/or maintain in Owner's Unit an aquarium with a capacity in excess of fifty-five (55) gallons.
9. Owners are prohibited from keeping and/or maintaining any dangerous or exotic animals in the Condominium.
10. Owners are prohibiting from keeping and/or maintaining Pit Bull Terriers, Rottweilers, and/or Chows, in the Condominium unless approved by the Board of Directors.
11. Owners are prohibiting from keeping and/or maintaining reptiles in the Condominium.
12. Owners are prohibiting from keeping and/or maintaining any animal within the Condominium which has been trained, received instruction to, and/or been conditioned to, attack human beings or other animals upon command or upon its own initiative.
 - a. Upon application, the Association's Board of Directors may (but is in no form or fashion required to) grant an Owner a variance for an animal retired from any branch of the United States Armed Forces and/or any police force or government agency within the State of Texas.
13. Owners must keep their pets under control at all times. Owners are required to keep their pets leashed (by a leash not to exceed six (6) feet in length) or within a pet carrier whenever the

animals are outside Owner's Unit. In no event shall any Owner leave Owner's animals unattended on any Unit balcony or exterior enclosure.

14. No Owner may allow their pet(s) to become a nuisance, nor shall any Owner allow their pet(s) to create an unreasonable disturbance. In the event an Owner's pet becomes a nuisance and/or creates an unreasonable disturbance, then the Association may (subject to the requirements of the Texas Property Code) remove the offending animal from the Condominium and/or cause the Owner to remove the offending animal from the Condominium.
15. No Owner may allow their pet(s) to defecate and/or urinate in, on, or about, any Common Area. In the event an Owner's pet does so defecate and/or urinate, then that Owner must immediately clean the waste. In the event an Owner repeatedly and/or consistently allows Owner's pet(s) to defecate and/or urinate in, on, or about, any Common Area, then the Association may (subject to the requirements of the Texas Property Code) cause the Owner to remove the offending animal from the Condominium.
16. Owners are responsible for ensuring their tenants, family, guests, invitees, and/or licensees, abide by these Rules and Regulations. Any violation of these Rules and Regulations by an Owner's tenants, family, guests, invitees, and/or licensees, shall be viewed and considered to be a violation by the Unit Owner. All pets kept and/or maintained within an Owner's Unit, whether or not the pets belong to Owner, must be approved by the Association in the manner detailed in these Rules and Regulations and all such pets are subject to these Rules and Regulations.
 - a. Owners are responsible for ensuring that any and all animals, including animals owned and/or belonging to family, guests, invitees, and/or licensees, are registered at least forty-eight hours prior to entering the Condominium.
17. In the event an Owner requires a registered service animal, then (subject to that Owner providing the Association written documentation confirming the animal is a service animal registered to the Owner) that animal shall be exempt from any Association rule, regulation, or policy, that would otherwise serve to prohibit the animal from being in, on, or about the Condominium and/or prohibit the animal from providing its intended service.
 - a. In the event an Owner's tenants, family, guests, invitees, and/or licensees require a registered service animal, then Owner is responsible for ensuring Owner's tenants, family, guests, invitees, and/or licensees provide the Association written documentation confirming the animal is a service animal registered to the Owner
18. In the event an Owner requires an emotional support animal, then (subject to that Owner providing the Association a written note from Owner's treating physician confirming the emotional support animal is necessary for the Owner's treatment and/or well-being) that animal shall be exempt from any Association rule, regulation, or policy, that would otherwise serve to prohibit the animal from being in, on, or about the Condominium and/or prohibit the animal from providing its intended service.
 - a. In the event an Owner's tenants, family, guests, invitees, and/or licensees require an emotional support animal, then Owner is responsible for ensuring Owner's tenants, family, guests, invitees, and/or licensees provide the Association a written note from the

treating physician of the Owner's tenants, family, guests, invitees, and/or licensees, confirming the emotional support animal is necessary for the Owner's tenants, family, guests, invitees, and/or licensees, treatment and/or well-being