

## Reprint from The Briarglen Condominium Rules

### Section J. PETS

J-1 **CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PET(S).** Pet(s) shall be conditionally permitted in accordance with the provisions of this paragraph J. Provided that, and as conditions precedent, all of the following rules are met and maintained at all times, each shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Boards' sole and absolute discretion.

J-2 **RESTRICTIONS AS TO PET(S).** The following rules shall apply to all residents and their pet(s). Violation of any of the following rules may be the basis of revocation of the conditional permission to keep such pet(s).

- a) No animals shall be kept except normal and customary household domestic pets (i.e dogs, cats, fish, birds, etc.) Reptiles, exotic species, and endangered species are expressly prohibited.
- b) A resident may keep up two (2) animals within a Unit. There shall be no restriction on the number of fish within the Unit.

Permitted pets may also include specially trained animals that serves as physical aids to handicapped residents.

- c) Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.).
- d) No pets may be kept or bred for any commercial purpose.
- e) No pets shall be kenneled or tethered unattended for any period of time on any Balcony, Terrace, or any part of the limited or general common elements of the property.
- f) ALL PETS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON AREA. THERE SHALL BE NO EXCEPTION (the City of Houston leash law also mandates this). No pets shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.
- g) No savages or dangerous animal shall be kept, or any animal deemed by the Board of Directors to be a potential threat to the well being of other Residents or Visitors or Animals.
- h) Each resident who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the property.
- i) Except as provided herein, PETS ARE NOT ALLOWED IN THE SWIMMING POOL OR IN THE POOL ENCLOSURE AREA AT ANY TIME.
- j) Residents are not permitted to bathe dogs and/or cats outside or in the common area. All animals must be bathed inside the resident's unit.
- k) Cats are not allowed to roam on or about the property. Cat traps may be set out periodically and stray cat caught in any such trap will be turned over to the City of Houston department of Animal Registration and Care (or its then existing equivalent).

- l) Residents who keep or maintain pet(s) in accordance with these rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other residents or disturb another resident's rest or quiet and peaceful enjoyment of his or her Unit or the common elements.
- m) All pet(s) shall have such care and restraint so or not to be obnoxious or offensive on account of noise, odor, or unsanitary condition . No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated percent of time.

J-3 VIOLATION OF RULES, REVOCATION OF CONDITIONAL PERMISSION. In the event that an resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their/pets, or allows their pets to unreasonably interfere with the rights of the other residents , or such pets to are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules and these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of the provisions. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including, without limitation, a mandatory injunction.

J-4 DAMAGE / INDEMNITY . Each Resident shall be responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Each Resident shall compensate any person injured by his/her pet. Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.