

SCANNED



**ANIMAL POLICY
for
THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I, Deborah K. Bertram, President of The Seventh Homeowners' Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 24th day of February, 2016, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Animal Policy was duly approved by a majority vote of the members of the Board. This Animal Policy controls over and revokes any prior Pet/Animal Policies of the Association.

WHEREAS, Section 1.1 of the Association Bylaws states, in pertinent part, that all present or future members "with the acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant thereto, as they may be amended from time to time, are accepted, ratified and will be complied with.";

WHEREAS, Section 3.6 of the Association Bylaws states, in relevant part, that the Association's purpose is to "manage the business, property and affairs of the Property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the Property. ...";

WHEREAS, Article Eleven, Section 2 of the Association's Declaration states, in relevant part, that "[t]he Rules and Regulations with response to the day-to-day maintenance, operation and enjoyment of the Project may be amended from time to time by the Board...[e]ach Owner, by accepting conveyance of a Townhouse, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.";

WHEREAS, Article Two, Section 3(c) of the Association's Declaration provides that every Owner shall have a right and benefit of the use and enjoyment of the Common Area subject to the right of the Association to make rules and regulations relating to the use and maintenance of the Common Areas; and

WHEREAS, for the mutual benefit of all Owners of Lots in the property and for the health, safety, welfare and protection of Residents, the Board wishes to establish policies relating to the use of the property by pet owners.

NOW, THEREFORE, BE IT RESOLVED THAT the following definitions, rules, and regulations be and hereby are adopted:

DEFINITIONS

1. "Board" shall mean the Board of Directors of The Seventh Homeowners' Association, Inc.
2. "Animal" means any and all dogs, cats and other domestic or non-domestic animals.
3. "Dangerous Animal" means an Animal that:
 - (A) exhibits unprovoked aggression to a person or other animal;
 - (B) makes an unprovoked attack on a person or other animal; or
 - (C) commits unprovoked acts and those acts cause a person to reasonably believe that the Animal will attack and cause bodily injury to that person;
4. "Premises" shall mean and refer to any and all property governed by The Seventh Homeowners' Association, Inc.

ANIMAL POLICY

1. Each Owner or Owner's guest who owns or is otherwise responsible for an Animal within the Premises must:
 - a. securely lock the Animal within the residence of the Animal's Owner with no opportunity for escape and with no opportunity for contact with any person residing elsewhere or any Animal kept elsewhere; or
 - b. secure the Animal by a leash held securely by a person fully capable of controlling the Animal.
2. When walking in the Premises with an Animal, the Animal shall be on a leash held and controlled by a person fully capable of controlling the Animal. Any discharge from the Animal shall be immediately retrieved and discarded in an appropriate receptacle.
3. All Animals must have and maintain all vaccinations and/or inoculations required by law.
4. Animals may not be raised, maintained, or bred for commercial purposes.
5. No more than two (2) Animals may be kept in a Townhouse. Residents with Animals that exceed this limit on or before the effective date these Rules are adopted are exempt from this provision but may not acquire additional animals.
6. Owners are liable to all other Owners, residents, their families, guests and invitees, for any personal injury or property damage caused by any Animal brought or kept on the Premises by an Owner, resident or by members of their family, tenants or guests. If the Animal's owner is a tenant, the Owner of the Townhouse may also be held liable.
7. Any Owner who keeps an Animal on the Premises shall be deemed to have indemnified the Association, each of its members, agents and other parties from any loss, claim, or liability of any kind or character whatsoever arising by reason of their keeping or maintaining such Animal on the Premises.

8. No Animal shall be allowed to bark excessively or create an unreasonable disturbance. Residents who are disturbed by an Animal should first contact the Animal owner, and if unsuccessful, report the problem to the Property Manager, **in writing**. Dogs which physically threaten, attack or otherwise harm a resident should also be reported to the Property Manager and the appropriate Municipal or County authority.
9. Any damage caused to the Premises or plantings by an Animal shall be repaired at the Animal owner's expense. If the Animal owner is a tenant, the Townhouse Owner may also be held responsible.

DANGEROUS ANIMAL POLICY

1. The Board shall have the exclusive authority to determine whether any Animal found on the Premises is a Dangerous Animal as defined herein. The decision of the Board is final.
2. An Animal may be deemed a Dangerous Animal if it has been documented (i) by no less than two (2) animal control authority reports or (ii) by one (1) animal control authority report with an ultimate determination that the animal is dangerous as that term is defined by Chapter 822 of the Texas Health and Safety Code or any successor statute. The reports must be filed with the Association.
3. When an Animal is deemed to be a Dangerous Animal by the Association through its Board and in accordance with these rules, the Board shall notify the Owner in writing of such determination and provide a period of ten (10) days from the date of such notice, to permanently remove the Dangerous Animal from the Premises.
4. No Owner may keep any Dangerous Animal on property governed by the Association and shall permanently remove any Animal deemed to be a Dangerous Animal by the Board, within ten (10) days of the date written notice is sent from the Board, that such Animal is a Dangerous Animal.
5. Any Owner failing to comply with this policy shall be responsible for any costs incurred by the Association for the forcible removal of a Dangerous Animal, including but not limited to boarding costs and reasonable and necessary attorney's fees.

[The remainder of this page was intentionally left blank.]

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Animal Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

TO CERTIFY which witness my hand this the 8th day of March, 2016.

THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

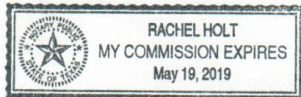
By: Deborah K. Batram

Name: Deborah K. Batram

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 8 day of MARCH, 2016 personally appeared Deborah Batram, President of The Seventh Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Rachel Holt
Notary Public in and for the State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 09 2016



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160043390 Fees: \$38.00
03/09/2016 2:15PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK