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11/04/2014 RP2 \$52.00

**NOTICE OF AMENDMENTS OF RULES AND REGULATIONS  
FOR MEMORIAL LOFTS HOMEOWNERS ASSOCIATION  
(A TEXAS CONDOMINIUM)**

STATE OF TEXAS           §  
                                  §       KNOW ALL BY THESE PRESENTS THAT:  
COUNTY OF HARRIS     §

Pursuant to instrument entitled "Declaration of Memorial Cove Lofts" heretofore filed under Clerk's File No. U982153, Official Public Records of Real Property of Harris County, Texas, as amended ("Declaration"), including Article XX of the Declaration, and pursuant to Section 82.102(a) of the Texas Uniform Condominium Act, **MEMORIAL LOFTS HOMEOWNERS ASSOCIATION** (the "Association") hereby gives notice of amendments of the Rules and Regulations for Memorial Lofts Homeowners, and of adoption per the said amendments of the Rules and Regulations attached hereto as follows:

Rule 26 – Pet Policy

The aforesaid Rule 26 – Pet Policy is attached hereto and incorporated by reference herein. In accordance therewith, the said Rule 26 – Pet Policy is effective upon the later to occur of (i) November 1, 2014, or (ii) filing hereof in the Official Public Records of Real Property of Harris County, Texas (subject to amendment as therein provided).

EXECUTED THIS 24 day of October, 2014.

MEMORIAL LOFTS HOMEOWNERS  
ASSOCIATION (A Texas Condominium)

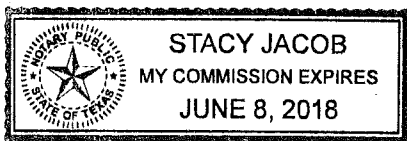
By: [Signature]

Mara Henderson, President

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 24 day of October, 2014 by Mara Henderson, as President of MEMORIAL LOFTS HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of the corporation.



[Signature]  
NOTARY PUBLIC, State of Texas

Name: Stacy Jacob

My Commission Expires: 06/08/18

RETURN TO:

WILLIAMS, BIRNBERG & ANDERSEN, L.L.P.  
Attn: Lou W. Burton  
2000 Bering Drive, Suite 909  
Houston, Texas 77057

**MEMORIAL LOFTS HOMEOWNERS ASSOCIATION,  
A TEXAS CONDOMINIUM**

**RULES AND REGULATIONS**

**RULE 26 - PET POLICY**

**Notice of Amendments**

Notice of Amendments of the Rules and Regulations for Memorial Lofts Homeowners as heretofore filed on June 24, 2010, under Clerk's File No. 20100267808, Official Public Records of Real Property of Harris County, Texas is hereby given as follows:

1. These amendments are adopted pursuant to the Declaration of Memorial Cove Lofts heretofore filed on under Clerk's file No. U982153, Official Public Records of Real Property of Harris County, Texas, as amended (the "Declaration"), including Article XX of the Declaration, and Section 82.102 of the Texas Property Code.

2. Rule 26 of the Rules and Regulations is hereby repealed in its entirety, and Rule 26 as hereafter set forth is hereby adopted in the place thereof.

**RULE 26 - PET POLICY**

26.1 Definitions. In addition to all definitions as set forth herein, all definitions as set forth in the Declaration, including Section 1.2 of the Declaration, are incorporated by reference herein.

26.2 Permitted Pets:

26.2.1 If kept in a manner consistent with its use as a residential condominium, dogs (except as provided in Rule 26.3), cats, fish and small, caged birds ("Permitted Pets") are permitted within the condominium as provided in this Rule.

26.2.2 Permitted Pets do not include any dog as set forth in Rule 3.0.

26.2.3 Except for Permitted Pets, no other pets or animals, including hogs, horses, livestock, reptiles or poultry of any kind, are permitted to be raised, bred, or kept in any Unit or at any other location within the condominium.

26.2.4 No pets or animals of any kind, including Permitted Pets, may be kept for commercial purposes or for breeding.

26.2.5 Permitted Pets may not be bathed at any place within the condominium other than inside of the Unit of the Permitted Pet owner.

26.2.6 No newborn offspring of any Permitted Pets is permitted within any Unit or the condominium without the prior written consent of the Board. Newborn offspring of a Permitted Pet may not in any case be kept more than three months after birth.

26.2.7 Temporary boarding of any pets, including Permitted Pets, is prohibited without prior written consent of the Board. Temporary boarding may not in any case exceed two weeks.

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26.2.8 Ferial cats and wild birds, dogs or other animals may not be fed on any patio or balcony or at any other location within the condominium.

26.3 Prohibited Dog Breeds.

26.3.1 Due to published records of bite incidents and/or other history of aggressiveness or ill temperament, and/or due to normal weight at maturity exceeding forty pounds, the following breeds of dogs are prohibited within any Unit or the condominium:

Akitas	Fila Brasileiros
Alaskan Malamute	German Shepherd
American Bandogge	Great Dane
American Bulldog	Gull Dong
American Staffordshire Terrier	Labrador Retrievers
Basset Hound	Malamute
Bloodhound	Manchester Terrier
Boxer	Perro de Presa Canario
Boer Bell	Pharaoh Hound
Bullmastiff	Pit Bull Terrier a/k/a
Cane Corso	American Staffordshire Terrier
Caucasian Ovcharka	Rhodesian Ridgeback
Chow	Rottweiler
Curs	Shar Pei
Czech Vlcak	St. Bernard
Dalmation	Tosa Inu
Doberman Pinscher	Wolf Hybrids
Dogo Argentino	ALL MIXES OF ABOVE

26.3.2 Upon written request the Board may (but has not obligation to) grant exceptions to the above subject to compliance with all other provisions of this Rule and such other conditions as may be required by the Board.

26.4 Maximum Number and Weight.

26.4.1 No more than two Permitted Pets may be kept in any Unit (being no more than one dog and one cat, or two dogs or two cats). This limitation does not apply to other Permitted Pets except as provided in this Rule.

26.4.2 The maximum weight allowed for each Permitted Pet at maturity is forty (40) pounds.

26.5 Registration Required.

26.5.1 A current pet registration form and agreement/release must be fully completed, dated, signed and filed with the Association for each dog or cat permitted by this Rule.

26.5.2 The current pet registration form and agreement release is attached hereto as Exhibit "A." Permitted Pet owners are responsible for obtaining the current form at the time of registration.

26.5.3 The registration form must be signed by the Permitted Pet owner, and by the Owner of the applicable Unit if different from the Permitted Pet owner.

26.5.4 A nonrefundable registration fee must be paid at the time of submission of the pet registration form as stated in the registration form.

26.5.5 A pet registration is not effective unless and until accepted by the Association. Written notice of acceptance or rejection (which may be by email) will be promptly sent to the Permitted Pet owner and Unit Owner, as applicable. In the case of a rejection the notice will generally state the basis for the rejection.

**26.5.4 EACH OF THE FOLLOWING MUST BE ATTACHED TO OR ENCLOSED WITH THIS FORM:**

- (a) copies of current vet records, including vaccination records;
- (b) proof of pet liability insurance as to any dog with "Memorial Lofts Homeowners' Association" named as an additional insured as required by Rule 26.6;
- (c) current photo of pet; and
- (d) payment of current registration fee as stated in the registration form (currently \$75.00).

**26.6 Pet Liability Insurance Required.**

26.6.1 Pet liability insurance must be maintained at all times when a Permitted Pet is kept within the condominium, including any Unit. Owners or tenants should contact their insurance agent regarding pet policies. Policies are also available online from such providers (as of filing of this policy) as *RentWithPets.com*, sponsored by the Humane Society of the United States, and *LeaseWithPets.com*.

26.6.2 Pet liability insurance coverage limits of not less than \$50,000.00 per occurrence is required.

26.6.3 "Memorial Lofts Homeowners Association" must be named as an additional insured.

26.6.4 The policy must provide that the insurer issuing the policy may not cancel or refuse to renew the policy less than thirty days after written notice of the proposed cancellation or nonrenewal has been given to the Association.

26.6.5 Upon not less than ten days written notice by the Association a current certificate of insurance or other proof satisfactory to the Board must be submitted to the Association as to each Permitted Pet then being kept in a Unit.

**26.7 Restricted Areas; Leashing.**

26.7.1 When outside a Unit, all Permitted Pets must at all times be kept on a leash no longer than six feet (6') by a person capable of controlling the Permitted Pet.

26.7.2 No Permitted Pet may be left unattended outside a unit including on any patio or balcony, at any time.

26.7.3 No Permitted Pet may be leashed to any stationary or other object outside a unit.

26.8 Clean-up; No Nuisance.

26.8.1 Each Permitted Pet owner (or any other person in control of the pet) must promptly clean up all excretions, defecations and any other waste which occur at any place within the condominium, including within any building, Unit, patio or balcony area or on any other grounds, walks or driveways.

26.8.2 To be prepared to remove any waste, at all times when a dog is outside of a Unit a "pooper scooper" or similar device and a bag to seal and dispose of such waste must be carried.

26.8.3 Each Permitted Pet owner must take all necessary steps to insure that no Permitted Pet endangers the health or safety, makes objectionable noise, causes objectionable odor, or constitutes a nuisance, annoyance or inconvenience to the Owners or occupants of any other unit, or the owner of any property located adjacent to or in the vicinity of the condominium.

26.8.4 Cats must use a litter box inside the unit. Litter boxes may not be kept on patios or balconies at any time. Cat litter must be double-bagged and tied for disposal.

26.9 Violation Notices.

26.9.1 Subject to Rules 26.9.2 and 26.9.3, not less than ten days written notice must be given by regular mail or by email regarding any violation of this Rule except in the case of an emergency as determined by the Board. The notice must also state a hearing may be requested before the Board. A hearing as aforesaid must be requested within ten days after the date of the notice. The request must be in writing (including by email), and must state generally the basis for the request.

26.9.2 "Emergency" includes any imminent threat to the health or safety of another person or pet. In the case of an emergency immediate compliance, including removal of a pet, may be required to the extent deemed reasonably necessary by the Board to abate the emergency.

26.9.3 Notice must be given in accordance with Section 82.102(d) of the Texas Property Code before any charges are assessed for property damage or any fine is levied. The notice must:

(a) describe the violation or property damage and state the amount of the proposed fine or damage charge;

(b) state that not later than the 30<sup>th</sup> day after the date of the notice, the Unit Owner and/or Permitted Pet owner as applicable may request a hearing before the Board to contest the fine or damage charge; and

(c) allow the Unit Owner and/or Permitted Pet owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit Owner and/or Permitted Pet owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve months.

26.9.4 The Association must give notice of a levied fine or damage charge pursuant to Rule 26.9.3 to the Unit Owner (and to the tenant as applicable) not later than the 30<sup>th</sup> day after the date of levy.

26.10 Removal, Fines and Remedies; Return of Pet Deposits.

26.10.1 In the event a Permitted Pet is found unattended or is permitted to roam free, or in the event of any other violations of this Rule as determined by the Board or its agents or employees may:

(a) require the Permitted Pet owner to remove or otherwise cause any such pet to be removed from the condominium, at the sole expense of the Permitted Pet owner, and without liability of any kind whatsoever to the Association, its officers, directors, agents or employees, including any person or entity which the Board or its agents or employees may direct to remove any such pet, and prohibit the return of the pet; and/or

(b) place terms and conditions upon keeping of one or more Permitted Pets (including limiting the number of the same) which the Board determines is necessary to carry out the purposes and intent of this Rule, including without limitation:

(1) limiting the number of Permitted Pets as to a particular Unit;

(2) requiring a dog is muzzled at any time the dog is outside of the Unit;

(3) requiring the dog is enrolled in and complete obedience training, and submission to the Association of proof of successful completion of the training;

(4) increasing required pet liability insurance coverage; and/or

(5) requiring one or more pet deposits be paid to the Association.

(c) assess charges for property damages and/or one or more fines in accordance with this Rule; and/or

(d) pursue any other rights or remedies.

26.10.2 Fines may be assessed on a case by case basis, subject to the following:

(a) Unless otherwise determined by the Board, the following fine schedule will apply regarding any violation occurring at any time during any calendar week:

(1) \$175.00 for failure to properly register a Permitted Pet;

(2) \$125.00 for failure to provide (i) proof of required pet liability insurance after registration as provided in Rule 26.6.5, or (ii) proof of other compliance as provided in Rule 26.10.6; or

(3) \$75.00 per violation as to any other violations.

(b) Fines as above provided will begin to accrue on the first day of the week following the tenth day after the date of the applicable notice, and will continue through the week or part thereof when the violation is cured as confirmed by the Board or the Association's management company.

26.10.3 Any charges for property damages or fines which accrue pursuant to a violation notice may not be charged to an Owner or tenant if a hearing before the Board is properly requested until the hearing is held. Pursuant to the applicable hearing any accrued fines or charges for property damage may be confirmed, reduced or removed.

26.10.4 All charges for property damages, fines, costs and expenses, including as provided in Rule 26.11, will be applied against any applicable pet deposit and/or to the assessment amount of the applicable Unit Owner. All such charges to an assessment account are secured by the Association's continuing lien securing payment of assessments.

26.10.5 The Unit Owner or Permitted Pet owner, as applicable, must send a written request to the Association by certified mail, return receipt requested, for the refund of a pet deposit. The notice must state the date upon which the pet ceased to be kept in the Unit and that the pet will not return, and be dated and signed. The request must be received by the Association not later than the 90<sup>th</sup> day after the applicable pet ceased being kept in the Unit failing which the deposit will be forfeited to the Association. The deposit will be returned without interest, and minus any fines, property damage charges, compliance costs and any other amounts due pursuant to this Rule.

**26.11 Joint Responsibilities; Compliance Confirmation and Costs; Indemnity.**

**26.11.1 UPON NOT LESS THAN TEN DAYS WRITTEN NOTICE BY THE ASSOCIATION WRITTEN CONFIRMATION OF COMPLIANCE WITH THIS RULE AS REQUESTED IN THE NOTICE MUST BE SUBMITTED TO THE ASSOCIATION.**

26.11.2 Owners, tenants and all other occupants of each Unit are subject to this Rule.

26.11.3 Owners and their tenants must obtain full compliance with the provisions of this Rule by their respective Related Parties, and each is jointly and severally liable for all violations by their respective Related Parties.

26.11.4 "Related Parties" means and applies as follows: Tenants of each Owner are Related Parties of that Owner, and with respect to each such Owner and each such tenant, Related Parties of each include (i) their respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invites, servants, agents, representatives and employees, and (iii) all other persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

26.11.5 Each Owner and tenant of an Owner found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Rule other governing documents, irrespectively of any negligence or other fault (or lack thereof), is jointly, severally and strictly liable for payment to the Association for, and to indemnify, defend and to hold and save harmless the Association and its officers, directors, agents and employees from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorneys' fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Association all sums of money which the Association or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of any violation(s).

26.12 Effective Date; Amendment.

26.12.1 Effective Date. This Rule is effective upon the later to occur of (i) November 1, 2014, or (ii) filing in the Official Public Records of Real Property of Harris County, Texas, subject to amendment as hereafter provided.

26.12.2 Amendment. This Rule may be amended from time to time and at any time by the Board. Any such amendment will be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressly stated in the amendment.

**CERTIFICATE OF ADOPTION**

The undersigned Secretary of the Association hereby certifies that (i) proper notice as required by Section 82.070 of the Texas Property Code was given as to, and that the foregoing Rules and Regulations - Pet Policy was duly adopted at a meeting of the Board of Directors of Memorial Lofts Homeowners Association held on 10/24/14, 2014, and (ii) that notice of adoption of the foregoing Rules and Regulations - Pet Policy was given to all owners on 10/27/14, 2014.

EXECUTED this 24 day of October, 2014.

**MEMORIAL LOFTS HOMEOWNERS  
ASSOCIATION,**  
a Texas condominium

By: DeAnn Christensen  
DeAnn Christensen, Secretary/Treasurer

0052-17-2500  
RP 093-17-2500



# MEMORIAL LOFTS HOMEOWNERS ASSOCIATION

(A TEXAS CONDOMINIUM)

## PET REGISTRATION FORM AND AGREEMENT/RELEASE

This Form must be filed with the Association covering each dog and each cat which is a "Permitted Pet" as defined in and permitted by Rule 26 – Pet Policy of the Association's Rules and Regulations. This Form must be filled out fully and completely (attach additional pages as needed), must have all required attachments/enclosures, and must be dated and signed. The Unit Owner (if different than the Pet Owner) must sign this Form before it will be accepted (the Unit Owner and Pet Owner are sometimes referred to as the "Pet Obligors"). **MAIL OR DELIVER COMPLETED FORM TO LEYENDECKER MANAGEMENT SERVICES, INC., P.O. BOX 420066, HOUSTON, TEXAS 77242-0066.**

1. PET OWNER(S) IDENTIFICATION:

Name(s): \_\_\_\_\_ Unit No. \_\_\_\_\_  
Telephone - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email – list for each Pet Owner: \_\_\_\_\_

2. PET IDENTIFICATION:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_ Weight-Current: \_\_\_\_\_ /  
at Maturity: \_\_\_\_\_  
Other Description: \_\_\_\_\_

3. UNIT OWNER(S) IDENTIFICATION (If different than Pet Owner):

Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email – list for each pet Unit Owner: \_\_\_\_\_

4. **REQUIRED ATTACHMENTS: EACH OF THE FOLLOWING MUST BE ATTACHED TO OR ENCLOSED WITH THIS FORM:**

- A. copies of current vet records, including vaccination records;
- B. certificate or other proof of pet liability insurance with "Memorial Lofts Homeowners Association" named as an additional insured and as otherwise required by Rule 26;
- C. current photo of pet; and
- D. payment of nonrefundable registration fee in the amount of \$75.00.

5. CONDITIONS FOR ACCEPTANCE OF REGISTRATION:

A. Compliance with Pet Rules: Pet Obligors agree to strictly comply with all terms, conditions and requirements of Rule 26 – Pet Policy of the Rules and Regulations for Memorial Lofts Homeowners Association and all other applicable rules and governing documents (as the same may from time to time be amended), and to be bound by the same (including all administrative, regulatory and fining authority of the Association as set forth in Rule 26).

B. Exclusive Liability of Pet Obligors: Pet Obligors agree to and assume full and responsibility for the pet and responsibility and liability for any and all claims and damages to persons and property attributable to the pet. Pet Obligors hereby release and agree to fully indemnify, defend and hold harmless the Association and its directors, officers, agents and employees from any claims, suits, actions, liabilities and damages attributable directly or indirectly to their pet.

C. Registration Fee: The registration fee is non-refundable. The registration fee must be paid as to each Permitted Pet at the time of registration.

D. Pet Deposit(s): Pet Obligors agree to pay upon written demand by the Association any pet deposit(s) required by the Association as provided in Rule 26.

**CERTIFICATION: We, the undersigned, hereby certify (i) that a true, correct and complete copy of the veterinary records for the pet, including as to all vaccinations, proof of pet liability insurance and a current photo of the pet are attached, (ii) Pet Obligors have read, understand and agree to all provisions hereof including the above "Conditions for Acceptance of Registration", (iii) that each has received copies of, and agree to abide by, Rule 26 – Pet Policy of the Association's Rules and Regulations, and agree to abide by all other applicable governing documents and all decisions and directives of the Board of Directors regarding the pet, and (iv) that all information contained herein and in the attachments hereto and/or enclosures herewith are true and correct.**

\_\_\_\_\_  
Signature of Pet Owner

\_\_\_\_\_  
Signature of Pet Co-Owner

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Co-Owner

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Print Name and Date Signed

**FOR ASSOCIATION USE ONLY**

REGISTRATION FEE - Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

PET DEPOSIT(S):

Amount

Date Paid

Amount

Date Paid

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

ACCEPTED BY ASSOCIATION - SUBJECT TO SECTION 5 "Conditions for Acceptance of Registration":

\_\_\_\_\_  
Memorial Lofts Homeowners Association

\_\_\_\_\_  
Date

F:\wp\LWB\ba\cldo\RR\PET REGISTRATION FORM.doc

093-1-2503 11-21-2014

FILED

2014 NOV -4 PM 3:27

*Stan Stant*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

NOV - 4 2014



*Stan Stant*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS