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JUL 26 2024

BY:

RP-2024-264843
07/23/2024 RP1 \$45.00

**NORTHBROOK NORTH TOWNHOUSE ASSOCIATION POLICY RESOLUTION:
PROCEDURE FOR PET OWNERSHIP**

WHEREAS, Article VI, Section 1(b) of the Bylaws of Northbrook North Townhouse Association, Inc. empowers the Board of Trustees to “exercise on behalf of the Association, all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions, and Restrictions and

WHEREAS, Article V, Section 3(f) of the Declaration of Covenants, Conditions, and Restrictions empowers the Board of Trustees to “determine time and manner of use” of Common Properties and Common Facilities; and

WHEREAS, there is a need to set forth certain rules regarding the management and operation of the common areas, including making them safe and warning of any known dangerous conditions;

NOW, THEREFORE, BE IT RESOLVED that Northbrook North Townhouse Association, Inc., acting through its Board of Trustees, hereby adopts the following:

1. Only ordinary domesticated household pets including dogs, cats, birds (in cages only), fish (in tanks), and hamsters (or like animals) kept in cages may be in any Unit. No other animals, livestock, reptiles, insects, poultry, or other animals of any kind may be kept in any Unit. All such pets shall comply with the following restrictions. Any pet which violates these restrictions at the time this Resolution is adopted will be deemed grandfathered in, but when the pet dies or moves, he or she may not be replaced except by a pet that adheres to these restrictions.
 - a. Number. The total number of dogs, cats, or other household pets in a unit shall not exceed a total of three (3).
 - b. Prohibited Breeds and Characteristics. The following dogs shall not reside or be present temporarily on the premises:
 - i. A dog that has been declared by a public agency to be potentially dangerous, potentially vicious, dangerous or vicious;
 - ii. A dog that has caused bodily injury to any resident of Northbrook North;
 - iii. A dog that has initiated a fight with any other dog belonging to a resident of Northbrook North;
 - iv. A dog that, by its aggressive behavior, has caused a resident of Northbrook North to take evasive action to avoid being injured by said dog;
 - v. Any wolf-dog hybrid;
 - vi. Any dog that violates noise restrictions of the City of Houston on a repeated basis;

- vii. Any dog of a breed that when fully grown usually exceeds 50 pounds or a height of 30 inches at the withers.
- c. No Commercial Use. No animal living in Northbrook North may be bred for the purpose of sale or any commercial or illegal purpose.
- d. Removal. The Board may cause the removal from the Unit and Northbrook North of any animal that (i) in the opinion of the Board poses a threat to the health, safety or welfare of any other Resident, or (ii) violates any provision of this section.
- e. Liability/Indemnity for Owners. All Owners are strictly liable for any damage or injury to Persons or property caused by their pets. Further, each Owner shall indemnify, defend and hold harmless the Association and its officers, directors, employees, committee members, manager, and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees and costs arising from or related to his or her pets. Additionally, all Owners will be required to have their pets covered under the liability limits of the owner's home insurance policy or obtain a separate policy to cover their pets. The amount of the policy will not be less than \$500,000 per incident and proof of insurance coverage will be required within ten (10) days of the pet residing in the unit. In the event the Owner fails to provide sufficient insurance coverage (or fails to provide proof of coverage entirely), the Board may authorize the management company to acquire an insurance policy covering the pet(s) in question. In this event, the management company will bill the Owner directly for the cost of the insurance coverage. If the Owner does not reimburse the management company for the cost of the insurance policy, the Board may authorize the management company to file a civil action seeking injunctive relief to remove the offending pet or pets from the Property.
- f. Liability/Indemnity for Renters. All Owners are strictly liable for any damage or injury to Persons or property caused by the pets of the person to whom the Owner rents the unit. Further, each Owner shall indemnify, defend and hold harmless the Association and its officers, directors, employees, committee members, manager, and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees and costs arising from or related to his or her renter's pets. Additionally, all Owners will be required to have their renter's pets covered under the liability limits of a renter's insurance policy or obtain a separate policy to cover their renter's pets. The amount of the policy will not be less than \$500,000 per incident and proof of insurance coverage will be required within ten (10) days of the pet residing in the unit. In the event the renter fails to provide sufficient insurance coverage (or fails to provide proof of coverage entirely) to the Owner, or the Owner fails to provide sufficient insurance coverage (or fails to provide proof of coverage entirely) to the Board, the Board may authorize the management company to acquire an insurance policy covering the pet(s) in question. In this event, the management company will bill the Owner directly for the cost of the insurance coverage. If the Owner does not reimburse the management company for the cost of the insurance policy, the Board may authorize the management

company to file a civil action seeking injunctive relief to remove the offending pet or pets from the Property.

- g. Leash. Dogs shall be kept on a physical leash at all times when they are in the Common Areas but may not be tied to any object or otherwise left unattended. The leash must comply with law, be 6 feet or less in length, and must be held by an adult or child over the age of 15 who can control the dog.
- h. Waste and Litter. It shall be the duty and responsibility of each Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Common Area or any public street abutting or visible from the Property. Droppings must be cleaned up immediately and in a sanitary manner. Droppings that are not cleaned up immediately and in a sanitary manner will be deemed a nuisance and may subject the Owner to fines. Owners must keep their patios clean and sanitary so as to not create offensive odors. Soiled or unsanitary patios and offensive odors will be deemed a nuisance and may subject the Owner to fines.

Kevin Cooper
President

5-17-24
Date

Vice President

Date

Rhonda Howard
Secretary

5-17-24
Date

Renée L. Canizales
Treasurer

5-17-24
Date

Ella Hewitt
Member at Large

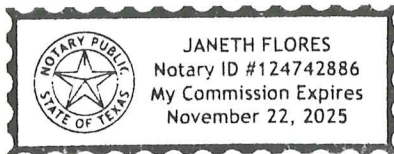
5-17-24
Date

The undersigned Kevin Cooper, being the duly elected President of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17th day of May, 2024.

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Kevin Cooper
President

17 SUBSCRIBED AND SWORN TO BEFORE ME by the said Kevin Cooper, this day of May, 2024.



[Signature]
Notary Public, State of Texas

The undersigned _____, being the duly elected Vice President of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this _____ day of _____, 2024.

_____, Vice President

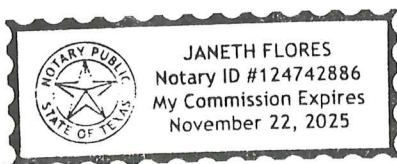
_____, day of _____, 2024.

Notary Public, State of Texas

The undersigned Renee Lopez-Camizales being the duly elected Treasurer of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of MAY, 2024.

[Signature]
_____, Treasurer

17 SUBSCRIBED AND SWORN TO BEFORE ME by the said Renee L. Camizales, this day of MAY, 2024.

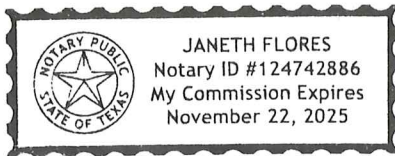


[Signature]
Notary Public, State of Texas

The undersigned Rhonda Howard being the duly elected Secretary of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of MAY, 2024.

Rhonda Howard
_____, Secretary

17 SUBSCRIBED AND SWORN TO BEFORE ME by the said Rhonda Howard, this day of MAY, 2024.

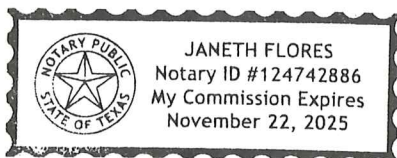


Janeth Flores
_____, Notary Public, State of Texas

The undersigned _____, being the duly elected Member At Large of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of MAY, 2024.

Clara Pruitt
_____, Member At Large

17 SUBSCRIBED AND SWORN TO BEFORE ME by the said Clara Pruitt, this day of MAY, 2024.



Janeth Flores
_____, Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Law Office of Arthur J. White III, P.C.
1700 Post Oak Blvd.
2 BLVD Place
Suite 600
Houston, Texas 77056

AFTER RECORDING RETURN TO:

Randall Management
6200 Savoy, Suite 420
Houston, Texas 770369

FILED FOR RECORD

8:00:00 AM

Tuesday, July 23, 2024

Leneshia Hudspeth

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

Tuesday, July 23, 2024



Leneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS