

**CERTIFICATE OF CORPORATE RESOLUTIONS
OF
BOARD OF DIRECTORS
TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

**Relating to the adoption of
PET RULES AND REGULATIONS**

The undersigned Officer of **TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on July 21, 2021, 2021, with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

[Capitalized terms used herein have the same meaning as set forth in the Declaration]

WHEREAS, pursuant to, without limitation: (i) that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Tanglewood Circle" recorded under County Clerk File No. R049537 of the Real Property Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), (ii) the Articles of Incorporation of the Association ("Articles") attached as an exhibit to the Notice of Dedicatory Instruments recorded under County Clerk's File No. 20110548275 of the Real Property Records of Harris County, Texas, and (iii); the Bylaws ("Bylaws") of the Association attached as an exhibit to the Notice of Dedicatory Instruments recorded under County Clerk's File No. 20110548275 of the Real Property Records of Harris County, Texas; the Association, acting by and through the Board, is responsible for administering the Community Properties, Lots, Private Driveways, Private Driveway Easements, Shared Utility Facilities, Subdivision, Subdivision Access Facilities, Subdivision Service Easement, and Utility Easement Area, all in TANGLEWOOD CIRCLE, a subdivision (the "Subdivision") and the restrictive covenants set forth therein governing the Subdivision; and

WHEREAS, (i) Section 204.010(a) of the Texas Property Code authorizes the Association, acting through its Board, in subsection 6, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; in subsection 19, to exercise other powers conferred by the restrictions, its articles of incorporation, or its bylaws; in subsection 20, to exercise other powers that may be exercised in this state by a corporation of the same type as the property owners' association; and in subsection 21, to exercise other powers necessary and proper for the governance and operation of the property owners' association); and Section 204.010(b) of the Texas Property Code provides that the powers enumerated by such section are in addition to any other powers granted to a property owners' association by this chapter or other law; (ii) Article VII, Section 7.21 of the Declaration authorizes the Board to promulgate and modify such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including the Lots and the Community Properties, as the Board shall from time to time deem beneficial to the Subdivision; and

WHEREAS, pursuant to the authority provided by the Texas Property Code, the Declaration, Articles, and the Bylaws, the Board has deemed it necessary to adopt Pet Rules and Regulations applicable to the Subdivision;

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Association hereby

adopts the following "Pet Rules and Regulations", as follows:

PET RULES AND REGULATIONS

A. CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS.

Pet(s) shall be conditionally permitted in accordance with the provisions of these rules. Provided that all of the following rules are met and maintained at all times, each Person, whether an Owner, an occupant of the Owner's residence, or the Owner or occupant's family, guests, or invitees ("Resident" herein) shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with these 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 Board's sole and absolute discretion.

B. RESTRICTIONS AS TO PET(S)

1. The following rules shall apply to all Residents, and their pet(s). All animals and pets of any kind whatsoever which are at any time within the Subdivision, whether brought there by any Owner, tenant, occupant or any other person, are subject to these Rules. Violation of any of the following rules may be the basis for revocation of the conditional permission to keep such pet (s). Owners shall be responsible for ensuring their tenants, and guests comply with these Rules.

2. No animals shall be kept except dogs, cats, or other normal and customary household pets. Reptiles, exotic species, farm animals, or endangered species are prohibited.

3. Article VII Section 7.02 of the Declaration provides:

"No hogs, horses, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained of any business purpose, and further provided that no more than three (3) such pets shall be kept on a Lot. All such household pets must be kept on a leash or otherwise maintained under the control of their Owner when not maintained in an enclosed yard. In the event permitted pets, as aforesaid, are permitted to roam free, or, in the sole discretion of the Association, endanger the health or safety, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to or in the vicinity of the Subdivision, the Association may cause any such pet to be removed from the Subdivision, all at the sole expense of the Owner and without liability of any kind whatsoever to the Association or any Person which the Association may direct to remove any such pet. Without prejudice to the Association's right to remove any household pets, no household pet that has caused damage or injury may be walked in the Subdivision regardless of whether such pet is leashed."

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The foregoing restrictions are hereby restated and incorporated by reference. Provided however, that if any resident owns and maintains more than three (3) pets as of the date of the adoption of these rules, such additional pets shall be deemed grandfathered and shall be permitted to remain at the Lot/residence for the duration of its life and may not thereafter be replaced. No other pets in violation of these rules will be deemed grandfathered unless approved in writing by the Board.

4. No pets shall be kept or bred for commercial purposes.
5. No pets shall be kenneled, tethered, or housed unattended for any period of time in any area outside of the enclosed yard located within a Lot.
6. Pets and animals of any kind may not be fed in any area outside of the residence or outside of the enclosed yard located within a Lot. Placement of bird and/or squirrel feeders in trees outside of an enclosed yard is prohibited. Wildlife may not be fed on or within any portion of the Subdivision; provided, however, that a reasonable number of bird and/or squirrel feeders shall be permitted within an enclosed yard provided that the use of such feeders does not result in a nuisance to neighboring Residents or attract rodents or pests.
7. Pets shall be kept in a manner that does not disturb another resident's rest of peaceful enjoyment of his or her residence. Any such pet which barks, howls, whines, screeches, or make other loud noises for extended or repeated periods of time shall constitute a nuisance and shall be subject to the provisions of Article II, Section 7.02 of the Declaration and Paragraph C hereof.
8. ALL PETS SHALL BE KEPT ON A LEASH OR CONTAINED AND/OR MAINTAINED UNDER THE CONTROL OF THEIR OWNER OR PERSON RESPONSIBLE FOR SUCH PET WHILE IN THE SUBDIVISION OUTSIDE OF AN ENCLOSED YARD. No pet shall be allowed to run loose within the Subdivision outside of an enclosed yard. Residents who own cats shall not allow their cat(s) to roam free on or about the Subdivision outside of an enclosed yard.
9. No savage or dangerous animals shall be kept (i.e. vicious breeds, trained attack dogs, or any dog deemed to be a threat to the well-being of people or other animals by the Association etc.). As directed by and upon approval of the Board, upon notice from the Association's managing agent, any animal that has been implicated in an attack on a person or other animal must be removed from the Subdivision immediately.
10. EACH RESIDENT WHO MAINTAINS A PET SHALL BE RESPONSIBLE TO PROMPTLY PICK-UP AND DISPOSE OF ANY DEFECATION BY SUCH PET ON OR WITHIN ANY PORTION OF THE COMMUNITY PROPERTIES, ANY PORTION OF A LOT OUTSIDE OF AN ENCLOSED YARD, PRIVATE DRIVEWAYS, OR PRIVATE DRIVEWAY EASEMENTS. Pursuant to the Association's Fining Policy, the Board may levy a fine against a Lot and its owner each time wastes are discovered in violation of

this rule and attributed to an animal in the custody of the Resident of such Owner's Lot.

11. 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 other residents.
12. All pet(s) shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition.
13. Any service animal or emotional assistance animal for which the Association has granted an accommodation which would otherwise be in violation of any of these rules shall be permitted to remain within the Subdivision but shall continue to be subject to the requirements set forth in these rules other than those which are specifically identified as being the basis of the accommodation. Provided however, that to the extent mandated by applicable law, any owner of an animal with a disability who has been afforded an accommodation to keep or keep and maintain such animal is unable to comply with certain requirements of these rules other than those specifically identified as being the basis of the accommodation, may request, subject to the Associations' review and approval, a further or additional accommodation and/or variance from the Association as to such requirement or matter.

Provided further however, that as to any service animal or emotional assistance animal for which the Association has granted an accommodation, such accommodation, and permission to keep any such animal which would otherwise be in violation of any of these rules, shall be revoked and rescinded, if, at any time after being allowed in the Subdivision:

- (a) such animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal;
- (b) such animal has caused damage to Community Properties, Private Driveways, Private Driveway Easements, Shared Utility Facilities, or any portion of the Subdivision which the Association is responsible to maintain or repair; or has evidenced behavior that presented and/or presents a threat to another person or animal; and/or
- (c) such animal, including any dog, has in fact exhibited aggressive, vicious, or ill-tempered behavior, or any to the health or safety risks as determined by the Board.

C. VIOLATION OF RULES; REVOCATION OF CONDITIONAL PERMISSION.

In the event that any 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 other residents, or such pets are determined to be a nuisance or 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 of 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 these provisions.

D. FINES.

The Association may levy a fine against the Owner of a Lot in accordance with the Association's Fining Policy, for violations of these Rules by such Owner or any Resident of such Owner's Lot.

E. ENFORCEMENT.

The Association may seek to enforce violations of these rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of common amenities, if any; the filing of a "Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief mandating the removal of such pet. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies.

The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the Subdivision for the purpose of observing, detecting, and enforcing violations of these rules as and when any such violations occur, in "real time"; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in "real time".

F. 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 reasonably compensate any person injured by his/her pet. Any resident who causes any animal to be brought or kept upon the premises of the Subdivision shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a reasonably direct result of the presence of such animal on the premises.

G. EFFECTIVE DATE.

These "Animals and Pets Rules and Regulations" are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code and shall be effective as of the date same are recorded as a "dedicatory instrument" in the County Clerk's Records of Harris County, Texas.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand at Houston, Texas, this 21st day of July, 2021.

TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
(signature)

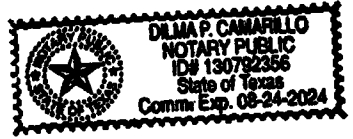
Chris Hingle
(name printed)

Its: President
(title/position)

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 21 day of July, 2021, by Chris Hingle, President of **TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.** a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public in and for
the State of Texas



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Pages 7
08/31/2021 01:22 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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