

Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law; and

WHEREAS, Old Orchard is a pet-friendly Association; however, there are some basic pet rules that requires the homeowners to abide by, as their responsibility and obligation to the pets themselves and other homeowners. No exceptions will be made relative to the compliance and non-compliance of the below rules will lead to violations of deed-restrictions, with fines; and

WHEREAS, for the mutual benefit of all Owners of Lots in Old Orchard, the Board desires to establish rules and regulations related to animals within the community; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following rules and regulations related to animals.

1. DEFINITIONS

1.1 Animal - any and all dogs, cats, caged birds, aquarium fish, and other domestic or non-domestic animals.

1.2 Area of Common Responsibility - the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights--of-ways within or adjacent to the Properties may be part of the Area of Common Responsibility.

1.3 Association - O.O. Community Association, Inc.

1.4 Board - the Board of Directors of the Association.

1.5 Dangerous Animal - an animal that:

- i. exhibits unprovoked aggression to a person or other animal;
- ii. makes an unprovoked attack on a person or other animal;
- iii. commits unprovoked acts and those acts cause a person to reasonably believe the animal will cause bodily injury to a person;
- iv. is commonly found at the zoo, in the wild, or on a farm or ranch including, but not limited to, poultry, pigs, or undomesticated animals;
- v. is deemed by the Board to be a potential threat to the community; or
- vi. has been documented in no less than two (2) animal control authority reports, or 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 its successor statute. The animal control authority reports must be filed with the Association.

1.6 Lot - any portion of the Properties, whether developed or undeveloped, upon which a Single-Family Residence has been constructed or it is intended that a Single-Family Residence be constructed, excluding reserve tracts, but including lots created by the plating or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them.

1.7 Owner - the record owner, whether one or more Persons or entities, of the fee simple title to any Lot within the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral Interest, or a royally interest.

1.8 Properties - (i) the real property described in the preambles to the Declaration, and (ii) such other real property as may be brought within the jurisdiction of the Association in accordance with the provisions of Article X of the Declaration, if any.

Any capitalized terms used herein and not otherwise defined in this instrument shall have the meaning set forth in the Declaration.

2. GENERAL RULES

2.1. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. All pets are to be registered, licensed, and inoculated as required by law. Proof of current vaccination must be produced, should a pet injure another pet or human while outside a Single-Family Residence.

2.2. Homeowners are required to pick up after their pets and properly dispose of their waste. The animal waste, left unattended in the common areas, can be toxic and hazardous. The Association has provided plastic bags to collect waste and metal cans for disposal throughout subdivision.

2.3. All Dogs shall be leashed, while outside a Single-Family Residence, in a manner that the owner always has control over the dog. No long leashes or "electronic leashes" are permitted. Dog owners shall move the dog off the sidewalk/path to let other walkers/runners pass.

2.4. An Animal must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of their Lot.

2.5. An Animal must not be permitted to bark, howl, whine, cry, screech, or make other loud noises for extended or repeated periods of time, especially between the hours of 9 pm to 7am.

2.6. For leashed dogs, being walked around in subdivision common areas, or for unleashed dogs, otherwise confined (dwelling or fenced yard), homeowners are liable for any property damage, injury, or disturbance his or her Animal causes or inflicts. AN OWNER WHO KEEPS AN ANIMAL WITHIN THE PROPERTY WILL BE DEEMED TO HAVE AGREED TO INDEMNIFY AND AGREED TO HOLD HARMLESS THE BOARD,

THE ASSOCIATION AND ITS AGENTS, AND OTHER OWNERS FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER RESULTING FROM ANY ACTION OF SUCH ANIMAL OR ARISING BY REASON OF KEEPING OR MAINTAINING SUCH ANIMAL IN THE PROPERTY.

3. RULES REGARDING DANGEROUS ANIMALS

3.1 No Owner may keep a Dangerous Animal on the Property and must permanently remove such Animal within ten (10) days of the date written notice identifying the Animal as a Dangerous Animal is sent from the appropriate authority.

3.2 An Owner who fails to comply with this Policy is responsible for any costs incurred by the Association for forcibly removing the Dangerous Animal, including but not limited to boarding expenses and reasonable and necessary attorney's fees.

4. REMEDIES FOR VIOLATION

4.1 Fines. For violations of this Policy or the Governing Documents, the owner of the violating animal may be given written notice to correct the problem. The Board may impose reasonable fines against an Owner who violates this Policy, provided that notice is given as required by the Dedicatory Instruments or applicable law. The fines are as follows:

Violation	Fine Amount if not Cured
Curable violation	\$100.00 per offense
Uncurable violation	\$200.00 per offense

4.2 Repeated violations may result in written notice from the Association requiring removal of the pet. Owners agree to permanently remove the violating animal from the Property within ten (10) days of receipt of removal notice.

4.3 The Board or any Owner may contact the animal control authorities to remove an Animal in the Area of Common Responsibility that is unleashed and unattended.

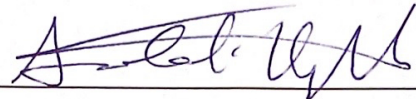
4.4 The Board may enforce this Policy by all remedies available under the Declaration and other Dedicatory Instruments of the Association, the Texas Property Code, and other applicable law, which may include filing a lawsuit in a court of competent jurisdiction seeking injunctive relief and all damages to which the Association may be entitled.

The Effective Date of this Policy will be the date of recording in the Official Public Records of Real Property of Fort Bend County, Texas.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Pet 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 19 day of August, 2023.

O.O. COMMUNITY ASSOCIATION, INC.

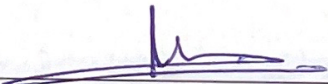
By: 

Name: Sulabh UPADHYAY

Its: Secretary

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 19 day of August, 2023, personally appeared Sulabh Upadhyay, Secretary of O.O. Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

