



## The Regency House Condominium Association Pet Policy

The Regency House is a pet friendly community. The following Rules and Regulations shall apply to all owner/residents, tenants, and their Pets, and are meant to ensure that everyone is able to live here in a safe, sanitary, healthy, and peaceful environment.

### I. Definitions and Restrictions

- 1) "Pets" shall be defined to include normal and customary domestic dogs, cats, birds, and fish.
- 2) An owner/resident shall be permitted to have up to two (2) Pets in their unit. There shall be no restriction on the number of fish within the unit.
- 3) A tenant shall be permitted to have only one (1) Pet in their unit. There shall be no restriction on the number of fish within the unit.
- 4) Specifically trained and registered service animals, as defined by the current ADA laws, will count as one (1) Pet towards the limit. Applicable Rules and Regulations will apply.
- 5) For the purposes of these Rules and Regulations, any Pet brought upon The Regency House property, whether of a temporary nature or not, shall be subject to these Rules and Regulations.
- 6) A Pet Registration Form for each Pet must be filled out completely and the necessary license and vaccination documents stating the breed (for dogs only) submitted to the Management Office prior to any Pet being permitted on the Regency House property.
  - a. Temporary guest Pet(s) must obtain permission from the Management Office with a 24-hour written notice accompanied by proof of vaccines, neuter/spay and breed from a licensed veterinarian. Without these items, off leash privileges in the backyard will not be permitted.
  - b. Visiting Pet(s) on premises for up to eight days (8) days will be charged a prorated fee of \$100.00. Visiting Pet(s) onsite for thirty-one (31) days or longer will be subject to the full pet fee of \$200.00.
- 7) **The following dog breeds and animals are strictly prohibited: Dog breeds – Rottweilers, German Shepherds, Pit Bulls, Staffordshire Terriers, Chows, Great Danes, Doberman Pinschers, and Akitas; Exotic and Endangered Animal species; Reptiles; and any other dog breeds or animals deemed dangerous or inappropriate by the Board of Directors. This list is subject to change at any time.**

## **II. General Rules and Regulations**

- 1) **Pet Fee:** For Pet dogs only, an annual Pet Fee of \$200.00 per dog will be assessed in January of each year. Pet dog owners moving in during the year will be assessed a prorated fee upon moving in. Pet Fees are used to cover expenses related to associated Pet dog services and supplies. The Pet Fee is subject to change and is nonrefundable.
- 2) **Leash Regulations:** All Pets must be on a leash (maximum length of six (6) feet when in the building), in an appropriate cage, or carried by hand while they are in all Common Areas except as set forth in the following sentence. Pet dog handlers may elect, once they have entered the gated Dog Park in front or the Courtyard area in the rear of the building, to unleash their dogs to run about except when there is an event in the Courtyard area. The safety and wellbeing of others who are in these areas at the same time must be taken into consideration prior to unleashing their dogs. Cats are not allowed to run free, and birds must always be caged when being transported to or from the Unit.
- 3) **License and Vaccination Requirements:** All Pet Owners must provide evidence that their Pet has been licensed and vaccinated in accordance with appropriate pet health standards and as required by the City of Houston and Harris County. Copies of the current valid license and vaccination record stating the breed (for dogs only) must be provided as they are renewed or annually in January when the Annual Pet Fee is assessed.
  - a. Specific vaccines required: **Rabies, 4 booster shots for Distemper/Parvovirus, and an annual booster for Bordetella (canine cough).**
  - b. All dogs must be spayed/neutered to enjoy off leash activity in the Courtyard area in the rear of the building.
- 4) **Entrance & Exit:** Pets are permitted to enter and exit the building only through the Basement Ramp Door or the Basement Elevator Foyer Door.
- 5) **Elevator Use:** The Service Elevator is to be used for the transporting of Pets to and from the basement level. A Pet may be transported using the Passenger Elevator only when the Service Elevator is out of order or reserved for exclusive use for fifteen (15) minutes or longer.
- 6) **Restricted Areas:** Pets, except for certified, registered service animals, are not permitted within the gated swimming pool and pool cabana area, laundry room, gym, main lobby, passenger elevators, or any common area when food is being prepared or served. The Board of Directors has the sole discretion to revise, reduce, limit or expand the Restricted Areas as and when it deems appropriate.
- 7) **Restricted Activities:** Pets are not permitted to be bathed on balconies or in any Common Area. All Pets must be bathed within the confines of a Unit or off property. Further, dogs may not relieve themselves on or around association property such as lampposts, seating areas/furniture, entry/exit gates, etc. Make sure your dog is lead to the grassy area of the gated Dog Park in front or the Courtyard area in the rear of the property.

**III. Pet Owners Responsibilities**

- 1) Pet owners and/or handlers are responsible to ensure that their Pets do not bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Pet owners shall not allow their Pets to unreasonably interfere with the rights of other residents to the quiet and peaceful enjoyment of their Unit or the Common Areas.
- 2) Pet owners and/or handlers must immediately pick up, clean the area soiled, and dispose of any Pet waste in the designated pet waste disposal receptacles. Pet Waste Stations are located in the Basement Level and throughout the property provide complimentary pet waste bags and designated disposal receptacles. Additional complimentary pet waste bags and dispensers are available in the Management Office.
- 3) Pet owners and/or handlers must keep their Pet under control whenever they are in the Common Areas. Pet owners shall be held liable and financially responsible for any property damage, physical injury, or disturbance their Pet may cause or inflict upon property, other persons, or other Pets.
- 4) By bringing a Pet onto The Regency House premises, a Pet owner agrees to be bound by these Rules and Regulations. All Pet owners shall agree to indemnify and hold harmless the Regency House Association, each member of the Board of The Regency House Association, each employee of The Regency House and any other Unit owner, tenant, guest, visitor, vendor, or any other person present at The Regency House, for any loss, damage, costs, or liability (including attorney's fees and expenses) the Association or any other such person's may incur as a result of the actions of such owner's Pet.
- 5) Pet owners are responsible to ensure that offensive pet odors from their Unit or their Pet are remediated on a regular basis or immediately upon notice from the Management Office.
- 6) Cat owners are responsible to dispose of cat litter by placing it in a strong plastic garbage bag and dropping it off in the Basement Level Trash Room or taking it out to the Trash Dumpster on the street. Cat litter may not be flushed down the toilet, poured down the sink drain, dropped down the trash chute, or thrown off the balcony.

**IV. Violations, Fines, and Remedies**

- 1) Any violation or non-compliance with any part of The Regency House Pet Rules and Regulations may subject the Pet owner and unit owner to a fine, reimbursement and/or replacement costs, or, in the case of a serious violation or repeated violations, the revoking of permission to keep the Pet on the property.
- 2) Fines will be assessed as follows:
 

First Notice with Right to Cure	Electronic Notice; Noted in File; No Fine
First Written Violation	Written Warning; \$50.00 Fine
Second Written Violation	Written Warning; \$100.00 Fine
Third Written Violation	Written Warning; \$250.00 Fine
Fourth & Final Violation	Revocation of Permission
- 3) If a Pet owner fails or refuses to pay any pet fees or fines and reimbursement costs imposed upon them for violation of the Pet Rules and Regulations, the Board of Directors reserves the right to revoke the Pet owner's permission to keep the Pet at The Regency House.

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- 4) The Association shall have the right to pursue all available legal remedies to cause the Pet owner to remove a Pet, including without limitation, a mandatory injunction. In this event, the Pet owner shall be solely responsible for all costs and expenses, including attorney's fees and expenses.

**V. Applicability**

This revised Regency House Condominium Association Pet Rules and Regulations is effective upon recording, and amends and supersedes in their entirety all prior Pet Rules and Regulations of the Regency House Condominium Association.

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# Pages 8  
08/23/2022 11:23 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$42.00

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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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006  
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS       §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for The Regency House Condominium Association, a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: **The Regency House Condominium Association Pet Policy.**

The document attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Condominium and/or Official Public Records of Harris County are as follows:

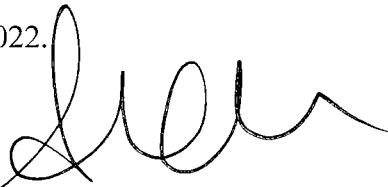
- 1.) Condominium Declaration for The Regency House filed under County Clerk’s File No. F490936 in the Official Public Records of Harris County, Texas, and recorded in Volume 107, Page 101 of the Condominium Records of Harris County, Texas.
- 2.) Amendment to the Condominium Declaration for The Regency House filed in the Office of the County Clerk of Harris County, Texas, under County Clerk’s File No. 20120499797 in the Official Public Records of Harris County, Texas.
- 3.) Notice of Dedicatory Instruments for The Regency House Condominium Association recording the Articles of Incorporation, By-Laws and Contractor Rules, under County Clerk’s File No. 20130088255 in the Official Public Records of Harris County, Texas.
- 4.) The Regency House Condominium Association Resolution for Regency House Condominium Association - Information, Rules and Regulations recorded under County Clerk’s File No. RP-2019-400029 in the Official Public Records of Harris County, Texas.
- 5.) The Regency House Condominium Association Resolution for Regency House Condominium Association – Unit Remodeling Requirements and Guidelines

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recorded under County Clerk's File No. RP-2019-503847 in the Official Public Records of Harris County, Texas.

- 6.) The Regency House Condominium Association Resolution for Regency House Condominium Association - Contractor Rules and Regulations recorded under County Clerk's File No. RP-2019-503848 in the Official Public Records of Harris County, Texas.
- 7.) The Regency House Condominium Association Amended and Restated Limited Common Elements Policy for Balconies and Patios recorded under County Clerk's File No. RP-2020-453922 in the Official Public Records of Harris County, Texas.
- 8.) The Regency House Condominium Association Guidelines for Display of Certain Religious Items recorded under County Clerk's File No. RP-2021-514300 in the Official Public Records of Harris County, Texas.
- 9.) The Regency House Condominium Association Record Retention, Production and Copying Policy recorded under County Clerk's File No. RP-2021-514307 in the Official Public Records of Harris County, Texas.
- 10.) The Regency House Condominium Association Parking Policy recorded under County Clerk's File No. RP-2022-398819 in the Official Public Records of Harris County, Texas.
- 11.) The Regency House Condominium Association Collection Policy and Payment Application Guidelines recorded under County Clerk's File No. RP-2022-398820 in the Official Public Records of Harris County, Texas.

SIGNED on this the 15<sup>th</sup> day of August 2022.



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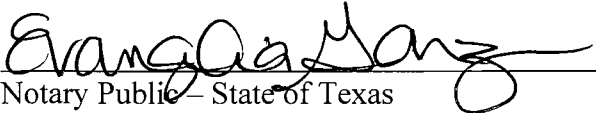
**Printed Name: Sarah B. Gerdes**  
**Attorney/ Agent for The Regency House**  
**Condominium Association**

**VERIFICATION**

THE STATE OF TEXAS       §  
COUNTY OF FT BEND       §

**BEFORE ME**, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

**SUBSCRIBED AND SWORN TO BEFORE ME**, a Notary Public, on this the 15<sup>th</sup> day of August 2022.

  
\_\_\_\_\_  
Notary Public – State of Texas

RECORDED BY:

 SEARS  
BENNETT  
& GERDES, LLP  
6548 GREATWOOD PKWY.  
SUGAR LAND, TX 77479

