MARLOWE CONDOMINIUM OWNERS ASSOCIATION

Pet Policy

DEFINITION

Terms defined in the Declaration shall have the same meaning when used in these Pet Rules.

"Association" is defined as Marlowe Condominium Owners Association, a Texas non-profit corporation.

"Pets" or "Pet" are defined as dogs, cats, birds, and fish and only to the extent that such are normally considered as domestic. No rodents, reptiles, arachnids, or other non-domestic animals are permitted at the Marlowe Condominiums (hereinafter "Marlowe").

Dogs not allowed as Pets at Marlowe are (i) those over 75 pounds or (ii) breeds, including mixed breeds, sometimes considered to be aggressive, dangerous, or savage. The Board has the sole discretion to determine whether a particular dog breed is inappropriate to be considered a Pet for purposes of these Pet Rules.

Each Owner is responsible to the Association to ensure compliance with these Pet Rules by any guest, resident, tenant, employee, or invitee of the Owner.

WHO MAY HAVE A PET

1. Owners who agree to and do abide by these Pet Rules, including the fines and sanctions. Owners may have a Pet(s) if they sign the acknowledgement page of these Pet Rules, indicating their agreement to comply with all provisions and then maintain compliance with these Pet Rules.

2. Tenants, occupants, or other residents are not allowed to have Pets in their Unit or at Marlowe unless both the Owner and tenant/resident/occupant sign the acknowledgement page of these Pet Rules. Notwithstanding a tenant, occupant, or resident having signed the acknowledgement form, the Association may look solely to the Unit Owner for any obligations arising under these Pet Rules due to the Owner's tenant, occupant, or resident having a Pet at Marlowe.

3. Except as specifically provided herein, visitors are not allowed to bring Pets to Marlowe.

REQUIREMENTS/LIMITATIONS

For the purposes of these Rules, any Pet or animal brought into the Marlowe, whether of a temporary nature or not, shall be subject to these Rules.

1. The maximum number of Pets allowed per Unit is two (2). (*See Section J-2 of the Marlowe Rules.*)
    a. No more than: (a) two (2) dogs or two (2) cats or (b) one (1) cat and one (1) dog.
    b. Not more than two (2) birds.
    c. Specifically trained and registered service animals, as defined by the current ADA laws, will count as one (1) Pet towards the limit.

2. **Liability and Indemnification:**
    a. The Unit Owner and Pet owner are responsible for any damages (bodily, property, or otherwise) caused by his/her Pet and/or their tenant's, occupant's, other resident's, visitor's, or guest's Pet.
    b. All Pet owners shall agree to indemnify and hold harmless the Association, each member of the Board of the Association, each employee of the Association and any other Unit owner, tenant, guest, visitor, vendor, or any other person present at Marlowe, 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, the Pet's presence at Marlowe, or arising by reason of keeping or maintaining such Pet at Marlowe. (*See Section J-6 of the Marlowe Rules.*)
    c. Unit Owners and Pet owners shall compensate any person injured by his or her Pet.

3. **Unit Owner and Pet Owner Responsibilities:** By bringing a Pet onto Marlowe premises, the Unit Owner and Pet owner agree to be bound by these Rules. These rules apply to Pets of owners, tenants, residents, occupants, and visitors.
    a. Unit owners and 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.
    b. Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No Pet shall be permitted to growl, bark, howl, whine, screech, or make or cause other loud or unreasonable noises for extended or repeated periods of time. (*See Section J-5 of the Marlowe Rules.*)
    c. Pets must not be allowed to disturb other residents by repeated or prolonged barking that is audible in any Common Area or any other Unit, making loud noises, or in any other manner becoming obnoxious or creating a nuisance.
    d. Pets must be maintained inside the Unit and may not be kept on patios or balconies.
    e. 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 Management.
    f. Cat owners are responsible to dispose of cat litter by placing it in a durable plastic garbage bag and dropping it off in the first floor Trash Room or taking it out to a trash bin 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.
    g. Pet owners are responsible for the immediate removal of waste left by their Pet anywhere on the Property. Failure to do so will result in a fine of $200.00 plus the cost of DNA Testing the Pet droppings.

4. **Complaints:** In the event an Owner, or resident or tenant has a complaint regarding a Pet, the complaint should be submitted in writing to Management within 24 hours of the occurrence.

5. **Prohibited Animals:** No resident may keep, nor may a guest bring, a dangerous or exotic animal, reptiles of any kind, pit bull terrier or other aggressive breeds including mixed breeds, trained attack dog, or any other animal deemed by the Board of Directors to be a potential hazard or threat to the well-being of people or other animals onto the premises. (*See Section J-3 of the Marlowe Rules.*)

    a. Any dispute regarding the breed of a Pet may be resolved by a reputable DNA test performed and certified by a licensed veterinarian. The cost of the DNA testing will be paid for by the Owner.

6. **Registration:** Unit Owners are required to ensure all Pet(s) residing in their Unit are registered with Management.

    a. It is the Pet Owner's responsibility to register ALL Pet(s) with Management PRIOR to a Pet commencing occupancy at Marlowe.
    b. Registration entails providing all information required on the **Pet Registration Form**, providing required veterinarian's certifications, and submitting them along with applicable fees to the Management staff.
    c. A non-refundable registration fee of $500.00 per dog and $20.00 per cat or bird shall be paid to the Association upon the initial registration of each Pet. There is no fee to register fish.
    d. Owners with a Pet at Marlowe that are not registered accordingly must cure the failure to register by the close of business on the next business day following notice, or they must remove the Pet from Marlowe within 24 hours notice to the Owner.
    e. The Board may, if the Board deems appropriate in its sole and absolute discretion, meet with a Pet which appears to be a potential hazard prior to moving in to assess the Pet's demeanor, behavior, size, etc.
    f. All Pets residing in Marlowe must have received all inoculations and licenses or registrations required by the City and County ordinances (including, but not limited to, rabies, DHLP, and Parvo) and have tags in place, as applicable, verifying the date of the same.
    g. Verification of current inoculations by copy of a licensed veterinarian's certificate indicating non-expiration of inoculations must be provided to Management with the completed Pet Registration Form.
    h. The Owner will be required to remove any Pet from Marlowe immediately if verification records are not maintained and updated after expiration. The Pet will not be allowed back in the Marlowe until new verification is provided.

7. **Guest/Visitor Pets:** An Owner may allow a Pet to be present at Marlowe on a temporary basis without the Pet being considered to reside at Marlowe and without the Owner having to pay registration fees provided the Owner otherwise complies with these Pet Rules, including certification of valid inoculations for such Pet to Management.
    a. For purposes of this paragraph, temporary basis means the Pet is not present at Marlowe for more than three (3) consecutive overnights in a 30-day period.
    b. Temporary guest Pet(s) must obtain permission from Management at least 24-hours in advance via written request accompanied by proof of vaccines and breed from a licensed veterinarian.

8. **Pets in Common Areas:**
    a. Pets may be transported by their Owner or a responsible person designated by the Owner from the Owner's Unit through the Common Elements.
    b. Pets are not allowed in the pool deck area, resident lounge area during resident events, gym, or massage room. Exceptions may be made for service animals.
    c. When outside a Unit and within Marlowe, a Pet should be carried whenever practical.
    d. All Pets when not carried must be under the control of a responsible person at all times and be kept in a cage, carrier, or on a short tight leash at the side of the responsible person.
    e. Pets may be let off the leash in the Pet run.
    f. Each Pet owner is responsible for promptly picking and/or cleaning up after their Pet on all property of Marlowe. This includes picking up all feces in the Pet run area.
    g. The Unit Owner is responsible for the expense of cleaning or repairing any damage to any portion of Marlowe caused by the Owner's or their tenant's/resident's/guest's Pet(s).

h. Pet Owners may use the elevators with their Pets, provided that the Pet Owner must defer to passengers already on the elevator by inquiring if the Pet may board the elevator and respect a request of passengers already on an elevator that the Pet not board with them.
i. Pets shall not be permitted to be vocal (i.e., bark, meow, growl, etc.) while in the Common Areas, including the elevators.
j. No Pet is allowed on general Common Elements unless carried or leashed. No Pet may be leashed to any stationary object on the Common Elements. (*See Section J-4 of the Marlowe Rules.*)

REMOVAL AND SANCTIONS

1. Removal of dangerous and/or aggressive Pets:
    a. A determination by the Board of Directors that a Pet is dangerous and/or aggressive is final. Any Pet deemed to be dangerous and/or aggressive shall be removed at the Association's request.
    b. If a Pet causes injury to another animal/Pet or to an Owner/Resident, the Pet shall be immediately removed from Marlowe and may not return.
    c. Upon receiving an initial complaint, the Board may cite an Owner whose Pet appears and/or is reported to be dangerous and/or aggressive rather than demanding removal. The citation may also require the Pet be muzzled or require another form of restraint as deemed appropriate when in common areas.
    d. If the Association receives two (2) complaints about a Pet being aggressive and/or dangerous, the Association may require that the Pet be removed from Marlowe and may not return.

2. Following receipt of a written nuisance or annoyance complaint from a Unit Owner, tenant, or resident regarding a Pet:
    a. Management will confirm the complaint via video evidence and/or live testimony from the complainant or other witnesses.
    b. The complainant may request a hearing before the Board.
    c. The Pet Owner will be provided notice of the hearing and given a reasonable opportunity to respond to the complainant's allegations at the hearing.
    d. If the Board determines that any Pet is unreasonably causing a nuisance or annoyance the Board may require permanent removal of the Pet or other appropriate actions regarding the Pet to remedy the unreasonable nuisance or annoyance.
    e. The Board's determination is within its sole discretion, and the Pet Owner agrees hereby to abide by the decision.

3. In the event an Owner or its resident, guest, tenant, servant, employee, or invitee has possession of a Pet in noncompliance with these Pet Rules, removal from Marlowe shall be required within 24 hours, and the Owner shall also be assessed a Fine in accordance with the Fine Schedule.

4. In the event an Owner or its resident, guest, tenant, servant, employee, or invitee exceeds the allowed number of Pets, removal of excessive number of Pets shall be required and promptly complied with, and the Owner shall also be assessed a Fine in accordance with the Fine Schedule above. (This excludes owners granted an exception by the Declarant during the purchase of their unit which is documented with Management.)

5. In the event an Owner or its resident, guest, tenant, servant, employee or invitee fails to maintain control over a Pet, and it inflicts injury or acts in a threatening, menacing, aggressive or dangerous manner towards people or other Pets, the Board may provide a notice to the Owner to permanently remove the Pet from Marlowe within 24 hours notice.

Violations and Fines:

Failure to abide by the rules of this policy will result in fines levied against the unit owner in accordance with the Marlowe Fine Policy. Any remedy, repair, replacement, and/or cleaning costs required to any Marlowe common area or limited common area caused by a resident, their guest, or contractor will be billed to the Unit Owner plus administrative fees of 10% of the total costs.