

AMENDMENT TO THE  
RULES AND REGULATIONS GOVERNING THE USE OF  
UNITS AND COMMON ELEMENTS IN AVENTURA

This AMENDMENT TO THE RULES AND REGULATIONS GOVERNING THE USE OF UNITS AND COMMON ELEMENTS IN AVENTURA (this "Amendment") is made effective as of this 20<sup>th</sup> day of March, 2018, by AVENTURA CONDOMINIUM ASSOCIATION, INC., a Texas nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the Association is governed by that certain Condominium Declaration for Aventura recorded on or about May 15, 2001 as Document No. 1384036 of the Official Public Records of Real Property of Dallas County, Texas, as corrected by that certain Correction to Condominium Declaration recorded on or about September 3, 2002 as Document No. 200201973538 of the Official Public Records of Real Property of Dallas County, Texas, and as amended by that certain First Amendment recorded on or about April 2, 2008 as Document No. 20080105523 of the Official Public Records of Real Property of Dallas County, Texas, as well as that certain Amendment to the Condominium Declaration for Aventura recorded on or about November 15, 2016 as Document No. 201600320420 of the Official Public Records of Real Property of Dallas County, Texas (as amended, collectively, the "Declaration");

WHEREAS, the Declaration gives the Board of Directors for the Association (the "Board") the right to promulgate Rules and Regulations;

WHEREAS, the Association is governed by those certain Rules and Regulations Governing the Use of Units and Common Elements in Aventura recorded on June 17, 2016 as Document No. 201600163348 in the Official Public Records of Real Property for Dallas County, Texas (as may be amended or supplemented, the "Rules"); and

WHEREAS, the Board has so affirmatively voted to amend the Rules in accordance with the terms of this Amendment.

NOW, THEREFORE, the Rules are hereby amended as follows:

1. Section 17 of the Rules is hereby deleted in its entirety and replaced with the following:

**"17. Animals**

An Owner may keep in such Owner's Unit no more than two (2) cats, dogs, turtles or caged birds as well as aquarium fish, provided that exceptions to this limitation may be approved by the Board on a case by case basis. No other animals, reptiles, livestock or fowl shall be permitted within any Unit or the Common elements. No animal that is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by an Owner in any Unit or on any part of the Common Elements.

Each Owner must ensure that the Owner's animal does not urinate or defecate in any Unit or any part of the Common Elements. Should an animal urinate or defecate in any Unit or any part of the Common Elements, the Owner of said animal shall be obligated to immediately clean up after the animal. Should an Owner fail to do so, the Owner may be subject to any and all remedies available to the Board, including fining, or the animal may be deemed to be a nuisance and the Owner of said animal shall, within two weeks after receiving a written request from the Board (or the Manager) permanently remove said animal from the Owner's Unit.

All animals must be on a leash or constrained when within the General Common Elements, and shall be accompanied by the Owner at all times. Animals are restricted from within any General Common Elements except the building corridors, the elevator lobby, the elevators, the main lobby, the sidewalks and paved areas leading to the lobby, or other areas specifically designated for animals by the Board. Animals are not allowed on or within any other General Common Elements.

Owners are responsible for any property damage, injury, or disturbance such Owner's or Owner's occupants or visitor's animal may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's or Owner's occupants or visitor's animal. **AN OWNER WHO KEEPS AN ANIMAL AT THE CONDOMINIUM IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, IT'S AGENTS, AND OTHER OWNERS AND ANY TENANTS, FROM ANY COST, LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM ANY ACTION OF SUCH OWNER'S OR OCCUPANT'S ANIMAL ARISING BY REASON OF KEEPING OR MAINTAINING THE ANIMAL AT THE CONDOMINIUM.**

No animals are to be over the weight of sixty (60) pounds; provided, however, this weight restriction shall not apply to those animals residing in the Condominium on or before March 1, 2018.

All animals must be registered with the Aventura Management Office, and the animal's owner must provide proof of the animal's registration as may be required by the rules/ordinances of the Town of Addison, Texas.

Notwithstanding anything herein to the contrary, the Board, in its sole and absolute discretion, may grant a variance to an Owner, for good cause, to any of the rules and regulations contained in this Section 17, subject to the following criteria:

- a. All Owners requesting a variance must provide evidence to the Board that the animal in question is reasonably well trained, behaved, cared for, quiet, and that said animal does not pose a significant threat to the peaceful enjoyment and safety of the Common Elements, or to Owners or guests of the Condominium.
- b. The Board shall consider any and all variances at a hearing open to all Owners, which may be held at a regular or special meeting of the Board. Prior to taking action on the proposed variance, the Board shall grant all Owners attending the

hearing a reasonable opportunity to speak in support or opposition of the proposed variance. In the event an Owner requests a variance and a regular or special meeting of the Board is not scheduled within fourteen (14) days of the submission of the request, the Board may, in its sole and absolute discretion, grant a temporary variance which shall be effective until the date of the next scheduled regular or special meeting of the Board.

- c. Variances may be granted for service animals. In such cases, the burden of proof is on the person requesting the variance to show that (i) the animal is appropriately certified as a service animal by any and all required governmental agencies, or (ii) the animal is adequately trained to perform specific functions needed by a disabled person living in the Condominium and that said person reasonably requires the animal's assistance. However, in no event shall the board inquire as to the nature or extent of disability of the person in question.
  - d. Any variance may be revoked by the Board. However, any such revocation must occur at a regular or special meeting of the Board, which shall be open to all Owners. Prior to such revocation, the affected Owner must be given no less than two (2) weeks prior written notice of the time and date of the meeting and the reasons for the proposed revocation. The affected Owner must be given a reasonable opportunity to be heard at the meeting, and the burden of proof is on said Owner to present evidence as to why the variance should not be revoked."
2. All capitalized terms that are otherwise undefined in this Amendment shall have the same meanings herein as are prescribed to them in the Rules and/or the Declaration.
  3. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Rules. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Rules shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants in the Rules, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed, and shall be construed along with this Amendment as one (1) instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board has caused this Amendment to be executed as of the date set forth above.

**BOARD:**

AVENTURA CONDOMINIUM ASSOCIATION, INC.,  
a Texas nonprofit corporation

By: [Signature]  
Name: DOUGLAS JOHNSON  
Title: President

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 30<sup>th</sup> day of March, 2018 personally appeared Douglas Johnson of Aventura Condominium Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.



[Signature]  
Notary Public, State of Texas

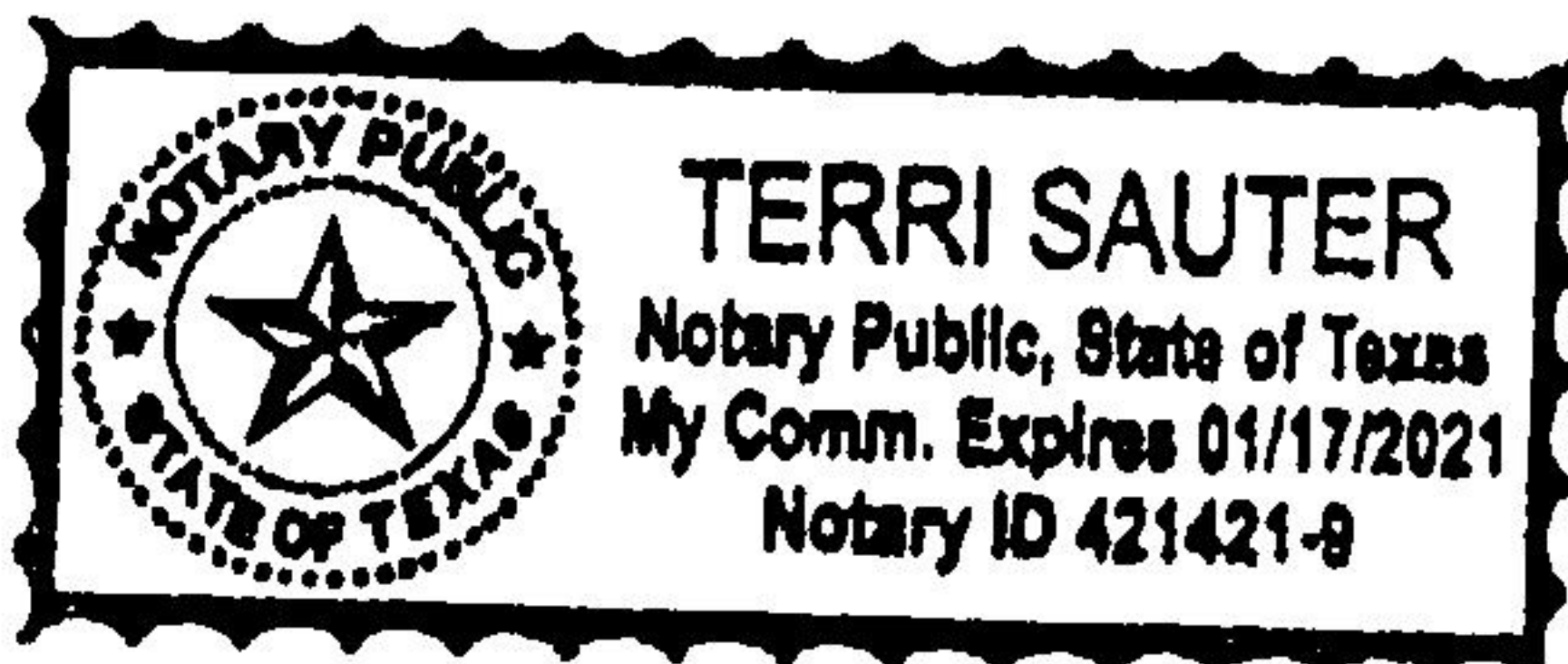
**CERTIFICATE:**

I, as Secretary of the Association, hereby certify that the Board voted to adopt this Amendment.

By: [Signature]  
Gregory M. Scott, Secretary

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 30<sup>th</sup> day of March, 2018 personally appeared Gregory M. Scott, Secretary of Aventura Condominium Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Paul J. Hunt  
Pulman, Cappuccio, Pullen, Benson  
& Jones, LLP  
2161 NW Military Highway, Suite 400  
San Antonio, TX 78213

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
03/29/2018 10:32:12 AM  
\$42.00  
201800081535



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