

Fondren Southwest Tempos Association, Inc. (Tempos III) Property Rules and Regulations

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1. Administration and Enforcement:

1.1 Formation of a Rules and Regulation Review Committee:

At the Board of Director's discretion a Rules and Regulation Review Committee may be established with two or more Board Members and/or Owners to review appeals submitted by owners. Such a committee can be established or dissolved by a majority decision of the Tempos III Board of Directors. The Committee will review the appeal and issue a recommendation to the Board of Directors.

1.2 Violation Notice:

Upon the noting or making of a complaint, the Managing Agent or legal counsel for the Association shall provide written notice via Certified Mail, Return Requested to the owner and resident of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine of seventy-five dollars (\$75.00) shall be imposed within thirty (30) days unless the recipient requests a fine review meeting with the Board of Directors or the Rules and Regulation Review Committee. A request for review must be submitted in writing thirty (30) days from the date of the first violation notice by the owner of record for the unit. Such response shall be in writing, dated, directed to the Managing Agent, and state the reason for his/her appeal. Upon receipt of a request for review that conforms with the requirements of this section, the Board will set the matter for hearing at a designated time and place, and will provide the owner with those particulars in a reasonable time. At the review hearing, the owner will have ten minutes to verbally present their request to the Board/Committee. The Board/Committee in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision will be issued to the owner within thirty (30) days of the review meeting. Some fines such as vandalism or tampering with Association property (fire alarms, fire extinguisher, boilers, air conditioners, lights, gates, doors, locks, or 911 Call Box) or other violations determined by the Board will be subject to an automatic fine.

1.3 Imposition of Fine:

Thirty (30) days from the date of the violation notice, or after an appeal that has been perfected pursuant to section 1.20 is denied, a seventy-five dollar (\$75.00) fine will be assessed to the unit. Successive fines of seventy-five dollars (\$75.00) will be imposed each week until the violation is corrected. In addition, successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violation notice or in the Rules and Regulations. Such fine(s) shall become immediately due and payable. The collection of fines will be dealt with in the same matter as any past due debt to the Association. Late fees will be applied and the collection of fine(s)/late fee(s) will be administered by the Managing Agent or legal counsel for the Association. All costs associated with the collection of

the fine(s) or late fee(s) including attorney's fees, incurred by or attributed to any such violation(s), shall be assessed or billed to the owner's account.

1.4 Rules and Regulations:

Rules and Regulations will be enforced by Fondren Southwest Tempos (Tempos III) Owners Association, Inc., the property Management Company ("Managing Agent"), and/or the Association's attorneys contracted by the Association.

The Association, under the Board of Directors, may at its sole discretion, take action which includes, but not limited to, fining members of the Association for violation(s) or to correct any violation(s) of any rules and regulations or other governing documents which at the opinion of the Board of Directors would be detrimental to owners, tenants, visitors or guests and/or possibly subject the Association to legal liability.

1.5 Fine:

All violations are subject to a \$75.00 fine unless otherwise stated in the rules and regulations. All violations which are not cured within thirty (30) days after the date of the second violation notice sent to the responsible owner/tenant are subject to an additional \$75.00 per day fine until the violations are fully cured. The Board of Directors reserves the right to take any other legal action against any owner to protect members of the Association from violation(s) of the property rules and regulations or other governing documents, and/or to seek recovery of any amount owed.

1.6 Expulsion of Guests:

The Association may demand a guest leave the property and/or may prohibit a resident from allowing a guest to visit who has repeatedly been reported for violations of the rules and regulations, the deed restrictions, for fighting, making loud noise, or otherwise disturbing the right of quiet enjoyment of other owners, misusing, damaging or destroying common elements of the property, and/or violating the laws of the State of Texas while on the property.

1.7 Notice of Sale:

Owners or purchasers shall notify the Association in writing of the sale of any Townhome unit within thirty (30) days after the date of conveyance, including in such notice the name(s) and social security number(s) or Federal Employee Identification Numbers of all persons or entities purchasing the unit and their respective mailing address(es) if different from the Townhome unit.

1.8 Notice of Change of Address:

In the event an owner relocates to an address other than the unit address, it is the owner's responsibility to notify the Managing Agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to owner's failure to properly notify the Association of a change of address will be assessed to the owner. In this regard, the Association neither assumes, nor shall be subject to any liability concerning notice to

a relocating owner that fails to apprise the Association's Managing Agent of his/her new address and contact information. The owner bears sole responsibility for providing the Association's Managing Agent with relocation information as provided herein, and in the event of any proceedings—legal or otherwise—involving an owner and the Association, the owner shall bear the burden of proof to show compliance with this section. The Association recommends that all notices of change of address be submitted via certified mail.

2. Leasing of Townhomes:

2.1 Tenant Screening:

No owner may rent, lease, or otherwise permit a unit to be occupied without first providing the Association a copy of a written rental agreement, at least five (5) business days in advance of the proposed occupancy. Preliminarily, rental agreements must extend for a minimum of six (6) months and must contain an express provision requiring the occupant(s) to adhere to all of the Townhomes Declarations, By-Laws, and Rules and Regulations of the Association. The proposed rental application must be submitted to the Association's Managing Agent along with a non-refundable \$35.00 application fee per proposed resident over 18 years of age, to cover the expense of investigation. A child that is under the age of 18 at the time of screening must complete a screening application as soon they turn 18 years of age.

2.2 Rental Applications Subject to Board or Committee Approval:

A Rental Application Review Committee may be established by the Board to make recommendations to the Board as to whether to approve or disapprove a proposed lease. The Board shall take the findings and recommendations of the Rental Application Review Committee, if one is established, under advisement, but reserves the right to approve or disapprove proposed leases at its discretion—which is subject to the provisions set forth herein. The function of the committee shall be to accumulate the required information and accept or reject the Tenant Screening Application based on the permitted criteria only. The committee (or the Board, as the case may be) shall complete its investigation within thirty (30) days of receipt of an application. The rental review committee shall either approve or disapprove a proposed application, by letter to the submitting owner, within five (5) business days after completing its investigation. If the committee fails to approve or disapprove a properly submitted application within those five (5) business days, the application shall be deemed approved. The committee shall have no power to conditionally accept any tenant subject to any limit on the use of common community facilities or conditions upon the privileges of the use of the Association property services or facilities. Disapproval may be based on lack of sufficient information, incorrect information or documentation in which case the disapproval shall specifically state the additional information and/or documentation required. In addition, any proposed tenant may be rejected for any felony conviction within the previous ten (10) years, any conviction related to possession, use or intent to distribute illegal drugs in any quantity or legal drugs in an illegal manner, civil disturbance, or prostitution. Any rejection of the application by the committee shall set forth with particularity the reasons for the rejection. If a tenant is rejected, the owner shall not permit such rejected tenants to move into a Townhome at Tempos III. Any owner who receives a tenant rejection from the committee may appeal to the full Board for a review **at the next regularly scheduled Board meeting or within thirty (30) days of the date of rejection, whichever is sooner.** Upon review, the Board's determination shall be final. The property

management firm, Randall Management, Inc., shall retain copies of each of the committee's files as provided in the Association's Record Retention Policy.

2.3 Required Lease Provision:

Every lease (or sublease) of a Townhome Unit shall be subject to the following terms and provisions:

1. All leases shall be in writing.
2. No lease shall be for transient or hotel purposes.
3. No lease shall cover less than the entire Townhome Unit.
4. Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than six (6) continuous months.
5. No assignment or subletting of the Townhomes Unit shall be permitted without the prior written of the Lessor and the Board of Directors.
6. Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Declaration, By-Laws and/or Rules and Regulations, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Declaration, By-Laws and/or Rules and Regulations shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by Tempos III.
7. Approved Leases (or approved subleases) may be subject to such reasonable terms and provisions as required by the Board of Directors. Owners shall provide the management company with a signed copy of the lease prior to the tenant occupying the unit. Before the lease is executed, it must be reviewed and approved by the Board of Directors in accordance with the lease review resolution.
8. Any person living in a unit for more than 7 days in any given month, or more than forty days per year, who is over the age of 18 must be screened.

2.5 Leasing Review Criteria:

The Rental Application Review Committee, if formed, and/or the Board may consider the following criteria in determining whether to approve or disapprove a proposed tenant or rental agreement.

1. Whether the written rental agreement is in proper form and all required information is submitted;

2. Whether the proposed tenants can afford the proposed rent based on information obtained from the investigation process;
3. The number of individuals which are proposed to occupy the unit and the size of the unit;
4. The report from the National Tenant Network (NTN) or other comparable service related to the proposed tenant(s);
5. The reports from the references provided by the prospective tenant(s);
6. Credit scores and reports for the proposed tenant(s);
7. Whether the proposed tenant or any of their proposed co-occupants have any criminal history.

PLEASE NOTE: Any tenant review that is done is solely and exclusively for the benefit of the Association, and should not be relied upon by the owner as to the creditworthiness, trustworthiness, or suitability of any occupant for the unit.

In approving or disapproving a proposed lease, the following subjects shall not be considered when determining whether a proposed lease is approved or disapproved:

1. Race
2. Color
3. Religion
4. Sex or sexual orientation
5. Disability
6. Family status
7. National Origin

2.6 Unit Insurance:

All owner(s)/resident(s) are responsible for retaining the proper insurance to cover personal contents and liability. Damage to personal items is the owner(s)/tenant(s) responsibility. In the event a tenant/owner initiates litigation against the Association to collect restitution for a personal item, the legal expenses associated with the matter will be assessed to the unit making such claim. In the event the Association insurance is used to cover a claim, the owner of the unit responsible for the damage is obligated to pay the deductible. The amount of the deductible, together with any costs exceeding coverage, will be assessed to the owner of the unit that initiated the damage to the property. To the extent that the amount of loss is less than the amount of the insurance deductible, the owner of the unit is responsible for the repairs to the unit, in lieu of an insurance claim being filed.

3. Annual Record Requirements:

3.1 Termite Certificates:

All townhomes must maintain at all times a current termite certificate. Owners will be given ten (10) days to present a certificate to the Management Company. If the owner fails to present the certificate, a company will be hired to inspect and treat the unit and the cost of the certificate and/or the treatment will be billed back to the owner.

4. Occupancy and Use of Premises:

4.1 Occupants of Townhomes:

No owner or occupant of a one (1) bedroom Townhome unit shall be allowed to have more than (2) persons and/or minor children living in a one (1) bedroom unit. No owner of a two (2) bedroom Townhome unit shall be allowed to have more than (4) persons and/or minor children living in a two (2) bedroom unit. No owner or occupant of a three (3) bedroom unit shall have more than (6) persons and/or minor children living in a three (3) bedroom Townhome unit. A "bedroom" is defined as a room which was originally constructed by the developer of the property as a bedroom.

4.2 Occupants Demeanor:

No Townhome shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of the adjoining units, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any Townhome unit or upon any part of the common elements of the Tempos III Townhomes.

4.3 Use of Premises:

The units shall be used only for single family residential purposes, as private residences, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care and other businesses.

5. Unit Maintenance and Repair:

5.1 All Occupied Units Must Have Electrical Services:

All occupied units must have electrical service provided by HL&P or the authorized provider. The use of generators, candles, or other open fire as a substitute for electricity is not acceptable. If service is interrupted due to non-payment of Association fees or electrical charges, the owner will have 24 hours to restore the service before the initial fine will be assessed. A fine of \$75.00 per week will be assessed until the power is restored, or the unit is vacated.

5.2 Stealing Electricity from the Association:

Stealing electricity from the Association is dangerous and any owner of any unit caught stealing electricity will be fined \$75.00 per day plus any damages caused by or as a result of tapping into the electrical system. Stealing electricity is grounds for the Association to call for immediate eviction. No prior warning is needed.

5.3 Failure to Maintain Unit:

At the Board's discretion and without prior written notice, the Association may undertake repairs necessitated by an owner's failure to properly maintain his/her unit. The cost of the repairs incurred by the Association in exercising its discretion under this section, together with a fine for failure to properly maintain a unit may be assessed to the offending owner. If the Board opts not to make the repair, a fine of seventy-five dollars (\$75.00) per week may be assessed daily until the repair is completed and the damaged areas repaired.

5.4 Dryer and Dryer Duct Cleaning:

Each owner is required to furnish to the Association's management company written proof that the owner has obtained the services of a qualified professional to inspect and clean the dryer and dryer duct, and to verify that the dryer duct vents outdoors. This proof of inspection must be done every five (5) years. The Board will advise owners ninety (90) days in advance of the deadline for providing this verification.

5.5 Plumbing Inspections:

All owners are required to keep all plumbing fixtures in working condition and free from leaks and drips. The Board may conduct regular plumbing inspections of each unit. Each unit owner hereby grants to the Association a limited right of entry into the unit during regular business hours for the purposes of conducting the inspection. The cost of the inspection, labor and plumbing parts, may be charged back to the owner. If the Board opts not to make the repair, a fine may be assessed daily until the repair is completed and the damaged areas repaired. If the owner or tenant fails to provide access to the unit at the time specified by the Board of Directors, the charge for a locksmith and a fine may be charged back to the owner's account. The Association will not be responsible for any locks or fixtures that are damaged in an attempt to gain access to the unit.

5.6 Porch and Patio Areas:

Porches and patio areas must be maintained at all times. Light fixtures must be well maintained. These areas are not to be used for storage. No boxes, trash, furniture designated for indoor use, refrigerators, freezers, appliances or unsightly materials shall be on patios. Patios shall have a neat and clean appearance at all times. Bicycles must be stored out of view. Potted plants may be placed on the patio area, but no artificial plants are permitted. No plants or other items may be visible over any fence line. Screens must not have holes or tears and must be tatter-free at all times. Outdoor drying of clothing is not permitted anywhere on the property. Exterior blinds or shades are considered a change to the patio and require an ACC application. Storage room doors must remain closed. Only appropriate outdoor furniture shall be allowed on the patios. **No modification or changes in the private patio areas are to be made without prior written approval of the Board.** See ACC Applications Required for Changes.

5.7 Unit Repairs:

Owners are responsible for establishing an emergency procedure for repairing items which are the owner's responsibility. Owners and their tenants should have names and numbers of the vendors to call in the event of an emergency. Owners are responsible for timely repair of all

items which are the responsibility of the owner. Failure to repair a broken item in a timely basis will result in a fine. The Association reserves its right to perform emergency repairs to individual units and assess such costs and fines against the owner of the affected unit as provided in Section 5.3. In the event that the repair item is damaging another unit or common/limited common elements, the Association has the right to make such repair and bill the owner for the repair.

5.8 Interruption of Water Service to Make Repairs:

The managing agent must be immediately notified of any interruption in water service. Owners are responsible for immediately repairing any item that is damaged while making a repair. Non-emergency repairs must be scheduled Monday-Friday from 10:00 AM – 2:00 PM and approved by the managing agent. A licensed plumber must be used to interrupt service to the hot water lines. Failure to notify the managing agent prior to interrupting the service will result in a fine. Damage caused to the pipes due to an owner's interruption of service will result in a fine plus the cost of repairing the damaged item.

6. Enforcement:

6.1 Barbecue Pits:

In accordance with the fire code section 77-26-6 (B), all residents must "discontinue operations of gas, wood or charcoal barbecue pits upon any lot or premises outside of any buildings or enclosure where such barbecue pits are located less than ten (10) feet from the building." Any violation of the above fire code will result in a citation from the Fire Marshall. Violation of this rule will result in an automatic fine. Barbecue pits must be stored out of view.

6.2 Flammables:

No storage or use of any flammable liquids inside or adjacent to any townhome unit. Do not dispose of any burning cigarettes in your garbage or dumpsters.

6.3 Windows:

Tin foil, mirrored film, boards, or any other unsightly material will not be allowed in or on the windows. All windows must have bronze window pane trim, white or off white window coverings. Acceptable window coverings include white-back draperies, blinds, pleated shades or vertical blinds visible to the outside of the unit. No sheets are allowed in the windows.

6.4 Signage:

No owner, leasing resident or agent of a Townhome shall post any advertisements, signs, posters of any kind in or on the Townhome project except as authorized by the Declarations of the Association.

6.5 Skylights:

Fondren Southwest Tempos (Tempos III) Rules and Regulations – Effective January 1, 2014

All skylight covers must be appropriate. No garbage bags, loose plastics, etc. may be used to cover skylights. All covers must be grey or black.

6.6 Hanging Baskets:

The Association prohibits hanging baskets which are visible above the fence line.

6.7 Tents, Awning and Canopies:

No tents, awnings, and/or canopies may be used or installed on any lot, building or patio area.

6.8 Patio Umbrellas:

Umbrellas may only be utilized in the patio area. The umbrella may not exceed 7 ft. in diameter and may not exceed 96" in height. All umbrellas must be in a solid tan, cream or brown color.

7. Common Areas and Limited Common:

7.1 Nuisance and Disturbances:

Owners shall avoid making or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other noise making instruments or devices in such a manner as may disturb other residents. The aiming of speakers into the pool area from inside the Townhome units or from inside vehicles is considered in itself to be disturbing to others. Guest may not beep horns to be admitted in the property or to signal for a resident or guest(s) to come down to the parking area. Any Board Member or representative of the management company has sole discretion on determining what is an unacceptable noise level and their decision is final.

7.2 Vandalism:

Any damage to the common areas or limited common elements by an owner, guests, tenants, agents or the owners, employees of the owner, or any other parties on Association property under the authority of an owner shall be repaired at the sole expense of the owner of the unit from which the damaging party originated. Misuse of any access gate and/or door locking mechanism is prohibited and will incur fines.

7.3 Playing Ball (or other games) or Loitering are Prohibited:

Absolutely no playing is allowed on the driveway and gate areas of the complex. Bicycling, skateboarding, riding pedal-type toys and climbing is prohibited on the property. Absolutely no loitering in the common areas is allowed.

7.4 Trash Policy:

Littering or dumping of trash by homeowner, renters, or guests anywhere besides trash dumpsters is absolutely prohibited. All trash must be placed inside of the dumpster. No one is allowed to illegally dump trash from cars in parking lots or other common areas of the complex. When disposing of large debris and heavy trash not susceptible to normal pick-up by the Association's waste removal service, including furniture, carpets, appliances, Christmas trees, air conditioners and fixtures, Owners/Tenants are responsible for the removal of such items from the premises. Failure to comply will lead to charge backs and dump charges to the offending unit. In the event an Owner/Tenant hires a service to remove its large debris and heavy trash, any damage to the common elements of the Association caused, in whole or in part, by that service is the responsibility of the Owner/Tenant hiring said service.

7.5 Garage Sales:

Individual Garage, Carport, and/or Yard Sales are not allowed at Tempos III. An annual sale by the Association may be held as designated by the Tempos III Board of Directors. The guidelines for the sale are to be established by the Board, and a portion of the proceeds may be collected by the Association.

7.6 Sitting on Electrical Boxes, Transformers or Window Ledges:

No sitting is allowed on electrical boxes, transformers or window ledges. Failure to comply will result in an automatic fine.

7.7 Pool Rules:

All owners, leasing residents, their guests, and invitees shall comply with the following swimming pool rules:

1. No lifeguards shall be on duty – Please govern yourself and your guest(s) and invitees accordingly – **SWIM AT YOUR OWN RISK.**
2. Use of the pool area is restricted to owners and leasing residents with proper pool gate key and identification. All residents must use their own key to enter and exit the pool gate. Pool keys are \$25.00 and may be obtained at the Management Office. Identification and proof of age must be shown or produced on request.
3. The pool will be open from Memorial Day to Labor Day. Family Swim will be held on Tuesday, Thursday, Friday, Saturday and Sunday from 2:00 PM – 7:00 PM. Adult Swim will be held on Tuesday, Thursday, Friday, Saturday and Sunday from 10:00 AM – 2:00 PM. No one shall be permitted in the pool or pool area at any other hour.
4. No one under the age of 14 will be permitted into the pool or pool area without an adult resident with property pool gate key and identification present.
5. No running, shouting, or rough playing is permitted in or around the pool at any time.

Fondren Southwest Tempos (Tempos III) Rules and Regulations – Effective January 1, 2014

6. Do not throw objects into the pool or tamper with the lights, fixtures, or filters.
7. No Styrofoam or large plastic rafts allowed.
8. No loud music is allowed.
9. No alcoholic beverages or smoking allowed. Any person who is intoxicated shall be prohibited from the pool area.
10. No glass containers allowed in or around the pool area.
11. No barbecuing is allowed.
12. Proper swim attire must be worn at all times.
13. No cut offs, t-shirts, or thongs allowed. Swim diapers are required for babies and toddlers.
14. Guests are limited to two (2) per unit and must be accompanied by an adult resident. Residents are responsible for their guest(s).
15. Pets are not allowed in the pool or pool area.
16. The pool shall not be used for organized party or social events.
17. Do not prop open the gate. Gates must remain shut at all times. The Tempos pool is for residents ONLY. Only those possessing on their person proper identification and a pool gate access key and their guests/co-occupants as set forth in these rules are permitted to use the pool facilities.
18. Do not touch the life saving equipment except in case of an emergency. The life preserver is not a toy and may not be played with.
19. 911 Emergency Call Box is located near the entrance of the pool area. Anyone found tampering with the box or transmitting false alarms will be fined and suspended from the pool for the remainder of the pool season.
20. For your protection, no one with a communicable disease, excessive sunburn, cold, nasal or eye discharge, open sores or bandages will be allowed in the pool area.
21. Prior to being granted a pool gate access key, all owners/residents must execute an agreement that releases the Association for any and all liability related to pool usage.
22. Residents, visitors, and guests must follow the instructions of the onsite manager, maintenance men or pool monitor.

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8. Vehicles and Parking

8.1 Condition of Vehicle:

All vehicles parked on the property must be operable and contain the following: a valid license plate, a valid registration, a valid state inspection sticker, and any other permit or license as required by the State of Texas. All vehicles parked on the property in the designated parking spaces must be in good working and operable condition. **A vehicle in violation of any or all of the above requirements is subject to being towed from the property without notice at the vehicle owner's sole expense.**

8.2 Parking Permits:

All resident, owner, and visitor vehicles that enter through the gate must have a Tempos III Parking Permit. The Permanent Parking Permit must be displayed in the lower corner of the back window on the driver side. The Temporary Parking Permits are hang tags that must be displayed from the rearview mirror. Residents who do not want to affix a permanent sticker to his/her vehicle may use a Temporary Parking Permit. Parking Permits may be obtained from the management company during regular business hours. One free Permanent Parking Permit is issued per bedroom. One free Temporary Parking Permit is issued per unit. Replacement parking permits may be obtained for a fee.

8.3 Visitor Parking:

No unit shall occupy a visitor space for more than 48 hours. No unit shall occupy more than two of the visitor parking spaces for more than 24 hours unless special authorization is received from the Board of Directors. At the Board's discretion, a parking charge may be assessed for special authorization to park additional cars for an extended period of time.

8.4 Unauthorized Parking:

All vehicles are to be parked in the designated parking spaces. Automobiles parked in a tow away zone, in front of a yellow curb, in front of a dumpster, or taking up more than one space will be towed from the property at the owner's expense.

8.5 Vehicle Covers:

No automobiles, vehicles, trailers or boats will be allowed to have any type of covers at any time. All vehicle plates, tags, and stickers must be visible and current.

8.6 Other Parking Violations:

All motorized vehicles must be parked in authorized parking spaces only. Parking spaces are not to be used for storing boats, campers, trailers, or any other vehicles on the property. Vehicles are considered to be stored if they are present for more than thirty-six (36) hours. Storage of vehicles, boats, campers, trailers, etc., is NOT ALLOWED and therefore stored vehicles subject to being towed without notice at the

owner's expense. The unit responsible for the parking violation is subject to be fined for violation of the parking rules and regulations.

No boats, trailers, recreational vehicles, oversized vans/buses or tractor trailers may be parked on the property except for loading or unloading. Motorcycles must be parked in a parking space. Commercial vehicles may only park on the property while making repairs to a unit and for a time not to exceed four (4) hours. For extended repairs, permission must be obtained from the management company in advance. Commercial vehicles are defined as vehicles with commercial logos or visible tools, equipment, or supplies.

All vehicles must be in drivable condition or they may be towed at the owner's expense. No automobiles may be stored on the property. Contact the managing agent for a copy of the parking and towing regulations.

The following vehicles are subject to towing:

1. Those parked in another resident's assigned space.
2. Inoperable vehicles.
3. Unlicensed vehicles in guest or resident parking area.
4. Expired License or Registrations.

8.7 Vehicle Repair or Cleaning:

1. NO VEHICLE REPAIRS ARE ALLOWED ON THE PROPERTY. Minor repairs such as repairing a flat tire or charging the battery are allowed as long as the repair does not take more than fifteen (15) minutes. All tools, parts, and debris associated with the repair must be stored or properly disposed of immediately after the repair is completed.
2. No vehicles may be washed on Association property.

8.8 Disclaimer:

TEMPOS III DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGE TO A VEHICLE AS A RESULT OF TOWING, CRIMINAL ACTIVITY OR ANY OTHER EVENT THAT CAUSES DAMAGE TO A VEHICLE WHILE IT IS ON ASSOCIATION PROPERTY. Owners and tenants are REQUIRED to carry full insurance on their vehicle(s) according to the requirements of Texas Law.

9. Pets

9.1 Household Pets Only:

No animals, livestock (including pigs of any kind) or poultry of any kind shall be raised or bred in Townhome units. No animals of any kind may be kept in Townhome units, except for acceptable breeds of dogs, cats, or other usual household pets.

9.2 Maximum Number and Size:

No more than two (2) usual household pets of acceptable breed are allowed per Townhome unit. No dog weighing over twenty-five (25) pounds shall be kept, permitted or harbored in any unit or the Association property. The foregoing twenty-five (25) pound weight limit shall not apply to any dog required for medical reasons, including a certified seeing-eye dog.

9.3 Restricted Breeds:

The following dog breeds are prohibited from being kept or permitted in any unit or Association property:

1. Pit Bulls
2. Rottweilers
3. Mastiffs
4. German Shepherds
5. Any cross-breeds of the foregoing breeds
6. Any dog that makes an unprovoked attack on a person that causes bodily injury

Any owner or resident who owned one of the prohibited breeds of dogs listed above and reside with the dog in the property, prior to the filing of these amended rules shall only be permitted to keep their animal upon a showing of proof of liability insurance (in the amount of at least \$100,000.00) to cover damages resulting from an attack by the animal. Such proof must be provided to the Managing Agent of the Association.

9.4 No Roaming:

In accordance with City Ordinance Section 6-54(A), it is "unlawful for dogs to be at large unless such a dog is under direct physical control. Dogs with access to streets or sidewalks are considered to be at large." City ordinances also restrict pets from swimming in pools. Therefore:

1. No pet is allowed in the swimming pool or pool areas.
2. No pet shall be permitted in any general common area unless accompanied by an adult and carried or leashed.

9.5 Designated Walk Area:

No pet shall be allowed to relieve itself except in areas designated by the Board. The designated areas on the property for walking pets are along the fence on the east side off the property that borders the bayou.

9.6 Waste Disposal:

Pet owners must remove their animal's waste from the designated areas or from any other area on the property where they may have relieved themselves, and deposit the waste in a sanitary manner in an appropriate garbage receptacle either on the property or in their own unit.

9.7 Nuisance or Disturbance by Pets:

Pets who cause or create a nuisance or a disturbance that interferes with an owner's or tenant's rest or peaceful enjoyment of their home or the common areas may be permanently removed from the property after proper notification. If the incident is an immediate hazard to the common areas or other residents, no prior notification is necessary before the pet is removed.

A nuisance or unreasonable disturbance includes:

1. Offensive odor;
2. Noises of sufficient volume or duration to disturb residents;
3. Unsanitary, dangerous or offensive conditions that could be a hazard;
4. Running at large on the property;
5. Damaging soiling, defecating on or defiling any private or common element.
6. Pets left on patios. Patios may not be used as a kennel or pet storage area.

10. Unit Alteration and Appearance

10.1 ACC Application Required for All Changes:

No work of any kind shall be done on exterior building walls, roofs, or on any common element by any owner or resident without written approval of the Board of Directors. Such work might be, but not limited to, electrical or television wiring, antennas, satellite dishes, machines or air conditioners. No installation may be made in such a way that it protrudes through the walls or roof of the Townhome unit.

No owner/tenant or any other occupant of any Townhome unit shall make alterations, modifications, or improvements, nor add awnings, patio covers or other devices to the common elements or other equipment appurtenant to the Townhome property, remove or add to any planting, structure, fences, satellite dish, furnishings or other equipment except with the written consent from the Association. No approval shall be granted without the submission of the plans and specifications showing the nature, kind, shape, size, materials, color and location of the same with regard to harmony or external design and location in relation to the surrounding structures and topography.

11. Procedure for Foundation Repair

Fondren Southwest Tempos Association, Inc., is a common-interest development not subject to Chapter 81 or 82 of the Texas Property Code, more commonly referred to as a "townhome" or "townhouse" community. As with single-family homes and other property subject to Ch. 209 of the Texas Property Code, unit owners own both their portion of the foundation slab as well as the land beneath it, and thus are responsible for the cost of the foundation repair under their portion of the slab. If it becomes necessary for piers to be placed between two units the cost of

the piers shall be shared by the two owners. Since several units share a common slab, any necessary foundation work shall be coordinated by the Association to minimize damage to other units or to exterior elements of the building.

11.1 Report Foundation Problems:

Owners are responsible for immediately reporting foundation problems to the Association by contacting the management company (Randall Management at 713-728-1126). **If foundation problems are encountered, it is important that you monitor the doors and windows of your unit to make sure that they function. Owners are responsible for their doors and windows and should make temporary arrangements to see that they function in the event of an emergency.**

11.2 Association Shall Schedule the Engineers Inspection of all of the units on the Common Slab:

The Association will schedule an appointment to have Harris Engineering or a suitable replacement engineering firm come to the property and inspect the units in your building. It is mandatory that the engineer inspects all the units in the building in order to minimize the damage to other units and the exterior elements of the building. Approximately thirty (30) days notice is mailed to the homeowners and arrangements must be made to give the engineer access. There must be a representative for each of the affected units (e.g., each of the units on a common slab) present for the inspection. Should an affected owner fail to have a representative present for purposes of the inspection, an additional inspection fee of \$450 (or the amount charged by the engineering company) and/or the cost of a locksmith will be levied against that non-participating owner. The costs associated to gaining access to the unit and/or the additional inspection fee is the responsibility of the owner and will be charged back to the homeowner's account. If such charges are not paid and payment arrangements have not been made, then the Association may refer the homeowner(s) to the Association's attorney for legal action.

11.3 Association Shall Submit the Engineering Report to the Foundation Company:

As soon as the foundation report is received by the Association, it shall be forwarded to Church Foundation or a suitable alternative foundation repair company for a proposal and cost estimate.

11.4 Association Shall Submit Engineers Report and Cost Estimate to Owners:

As soon as the cost estimates per unit are received, the Association shall send a letter to the owner with the cost and an estimated installation date. (As a general proposition, the installation date shall be scheduled approximately 1 month in advance, if possible, in order for the owner(s) to secure funds for financing the foundation work.) As stated above, if there are

Fondren Southwest Tempos (Tempos III) Rules and Regulations – Effective January 1, 2014

multiple units that need foundation repair, those buildings will be prioritized. Upon receipt of sufficient owner funds to commence the foundation work, the foundation repair will be authorized by the Association. In the event that multiple slabs require repair in the same time frame, work will be prioritized so that repairs affecting the largest number of owners are performed first.

Owner who have not prepaid for their repairs shall be billed the remainder of the cost, which shall be subject to a lien being placed on the unit and collection efforts is suitable payment arrangements are not made within a reasonable amount of time.

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of amending the Association's Rules and Regulations, effective ^{January} ~~October~~ 1, ²⁰¹⁴ ~~2013~~, and for filing in the Real Property Records of Harris County, Texas.

Dated: 11/12/13

Ellen C. Buckman
Board Member Ellen Buckman

STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 12th day of ^{November} ~~September~~, 2013, by Ellen C. Buckman, as a Board Member of **FONDREN SOUTHWEST TEMPOS (TEMPOS III) INC.**, on behalf of said corporation. lon
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Janeth Flores
Notary Public in and for the State of Texas

Fondren Southwest Tempos (Tempos III) Rules and Regulations – Effective January 1, 2014

Dated: 11/12/13

Angelee Moody Rhyme
Board Member Angelee Moody

STATE OF TEXAS

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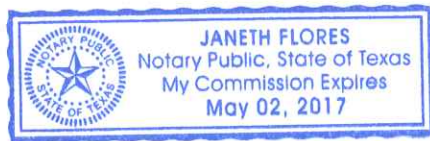
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ACKNOWLEDGMENT

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 12th day of November, 2013, by Angelee Moody, as a Board Member of **FONDREN SOUTHWEST TEMPOS (TEMPOS III) INC.**, on behalf of said corporation.



Janeth Flores
Notary Public in and for the State of Texas

Dated: 11/12/13

Annie McGill
Board Member Annie McGill

STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 12th day of November, 2013, by Annie McGill, as a Board Member of **FONDREN SOUTHWEST TEMPOS (TEMPOS III) INC.**, on behalf of said corporation.



Janeth Flores
Notary Public in and for the State of Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Ret ✓
Randall Management
6700 Sandy, Ste #420
Houston, TX 77036

6060-26-600 11

FILED

2013 DEC 23 AM 9:03

Stan Starnett
COUNTY CLERK
HARRIS COUNTY, TEXAS

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.

DEC 23 2013



Stan Starnett
COUNTY CLERK
HARRIS COUNTY, TEXAS