

LEASING AND TENANCY RESTRICTIONS AND POLICIES
OF
FONDREN SOUTHWEST TEMPOS ASSOCIATION, INC.

Effective Date: August 5, 2016

RP-2016-347458

ACKNOWLEDGMENT OF OWNER / TENANT

Owner Responsibility and Accountability

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, individual property managers/realtors, employees and any other representatives or parties with all policies and all items contained in the Association's governing documents. Each owner is responsible for their tenants, and any guests or visitors to the townhouse. Each Owner and tenant is responsible for their guests or visitors to the townhouse. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorney's fees) any other costs which are assessed against the owner's account in accordance with these policies or other governing documents. All members of the Association and their tenants, guests, licensees and invitees are required to adhere to the Association's governing documents.

Acknowledgment of the "No Tolerance Policy"

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. Owners and tenants may submit a written request to meet with the Board within thirty (30) days of receiving the violation notice to challenge the notice of fine. If a violation is not cured in accordance with the notice(s), the property manager will send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters with a grace period where applicable. The filing of an injunction lawsuit may follow. A thirty (30) day grace period will be allowed to pay all fines. Unpaid fines may be turned over to the Association's Attorney for legal collection. In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorney's fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed \$3,500.00.

Acknowledgment of the Policies

All owners and tenants must sign a copy of this acknowledgment form regarding the policies and return the signed copy to the Association management company. Failure to submit the signed form will result in a \$75.00 per week fine until such form is tendered to the Association, fully executed. A signed Acknowledgement must be submitted to the Association's management company no later than one week prior to the date of purchase of a townhouse within the association, or one week prior to the start date of a lease. A Lease Form must also be submitted for approval during the same period. Current Owners and tenants will have until _____ to submit their signed Acknowledgment and Lease Forms to the management company. Failure to sign this Acknowledgement does not preclude enforcement of these policies against any owner or tenant.

"I/We (print name or names), am/are the ☐ owner(s) ☐ tenants(s) (check the correct box) of _____ (address). I (whether one or more) have received a copy of Fondren Southwest Tempos Association's Leasing and Tenant Restrictions and Policies, Declaration of Covenants, Conditions and Restrictions, and Rules & Regulations. I have read and understand my responsibility and accountability. I acknowledge that I am required to adhere to these policies and all of the Association's other governing documents, and that I may be fined or evicted for any violations.

Signature: _____

Signed: / ____ / ____

Signature: _____
(Co-Owner or Co-Tenant, as applicable)

Signed: / ____ / ____

FONDREN SOUTHWEST TEMPOS ASSOCIATION, INC.

LEASING AND TENANCY RESTRICTIONS AND POLICIES

I. Administration: Enforcement: Effective Date

- 1.1 Formation of a Lease Form Review Committee: At the Board's discretion, a Lease Form Review Committee may be established with two or more Board members and/or owners. The purpose of the Committee is to review lease forms submitted by owners. Such a committee may be established or dissolved by a majority decision of the Association's Board of Directors. The Committee will review each lease form submitted and issue a recommendation to the Board of Directors.
- 1.2 Violation and Notice: Upon discovery of a violation of these policies or other governing documents by an owner or tenant, the Association's Managing Agent or legal counsel for the Association shall provide written notice to the owner and/or tenant 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 will be imposed in accordance with Association policies unless the recipient requests a fine review meeting with the Board of Directors. A request for review must be submitted in writing not later than thirty (30) days from the date of the violation notice sent to the owner of record and/or tenant of the townhouse. Such request shall be in writing, dated, and directed to the Managing Agent. The response must state at least generally all reasons for the review. The respondent will have ten minutes to verbally present their request for review to the Board. The Board 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(s) will be issued to the owner within (30) thirty days of the review meeting. If no notification is received by the owner within thirty (30) days, the request to waive or reduce the fine shall be considered automatically denied.
- 1.3 Imposition of Fine: Except as otherwise expressly provided in a specific rule, thirty (30) days from the date of the violation notice, a seventy-five dollar (\$75.00) fine will be assessed to owner's account if the violation has not been corrected. 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 policies. Such fine(s) shall become immediately due and payable. The collection of fines may be dealt with in the same manner as any past due debt to the Association, including the filing of suit to collect same. Collection of fine(s) will be administered by the Managing Agent or legal counsel for the Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violation(s), shall be assessed or billed to the violating owner(s) and/or tenant(s).
- 1.4 Sale, Rental and Address Notices:

- 1.4.1 Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any townhouse within the Association within thirty (30) days after the date of conveyance, including in such notice the complete legal name(s) of all persons or entities purchasing and/or occupying the townhouse and their respective mailing address(es), if different from the residential address.
- 1.4.2 Notice of Change of Address: In the event an owner relocates to an address other than the property address or address provided to the Association at the time of purchase, 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 the owner's failure to properly notify the Association of a change of address will be assessed to the owner. The owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address must be submitted via certified mail, return receipt requested.
- 1.5 Enforcement: **POLICIES WILL BE ENFORCED BY THE ASSOCIATION AND/OR THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT") OR LEGAL COUNSEL EMPLOYED BY THE ASSOCIATION.**
- 1.5.1 Fines: All violations which are not cured within thirty (30) days after the date of the violation notice which is sent to the responsible owner/tenant are subject to a \$75.00 fine unless otherwise stated in the policies. Further violations will subject the owner/tenant to additional fines and administrative fees 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 policies or other governing documents, and/or to seek recovery of any amount owed.
- 1.6 Amendments: These policies are subject to amendment by a majority of the Board of Directors.
- 1.7 Effective Date: These policies shall be effective from and after the date of filing.

II. Leasing of Townhouse Within the Association

- 2.1 Tenant Screening Required: All Owners are required to perform tenants screening on any prospective tenant over the age of eighteen (18) prior to signing a lease with the prospective tenant. Tenant screening must include a criminal background check and a sex-offender database check performed by a professional agency. The Owner is responsible for ensuring that every tenant complies with the requirements and restrictions contained within this policy. The Owner must also fill out and return the "Resident Information Form", attached hereto at least thirty (30) days prior to the intended effective date of any tenancy.
- 2.2 Required Lease Provisions: Every lease of a townhouse within the Association 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 townhouse;
- (4) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than one (1) year;
- (5) 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 of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations and/or Policies, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Declaration of Covenants, Conditions and Restrictions, By-Laws and/or Policies 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 the Fondren Southwest Tempos Association, Inc. and
- (6) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors.

2.3 Lease Notice; Prior Approval of Lease Form Required:

2.3.1 To ensure compliance with Section 2.1, no townhouse within the Association may be leased unless and until the Lease Form Review Committee has received the Acknowledgement signed by all Owners and potential tenants and has approved the lease form in writing.¹ At least thirty (30) days prior to the intended effective date of any tenancy, the Lease Form Review Committee or Managing Agent shall be provided with:

- (1) a notice of intent to lease, including a "Owner / Resident Information form" setting forth the names(s), forwarding address(es) and business and townhouse telephone numbers of the lessor(s) and the name and relationship to lessor(s) of all persons 18 years of age and older who will actually occupy the leased townhouse;
 - (2) a redacted (or blank) copy of the proposed lease form to be utilized;
- or

¹ No owner is required to provide any documents or information in violation of any State or Federal laws. All owners are responsible for redacting any confidential or protected information contained in the submitted lease.

- (3) a written statement that the lease form being utilized has already been approved by the Association within the last 12 months, with the townhouse address and tenant name(s) therein referenced

2.3.2 The owner is responsible for insuring that all residents/occupants of each townhouse comply with all requirements of this policy. Failure by the Owner to comply with this policy will subject the owner to fines as provided for in these rules.

2.3.3 The Lease Form Review Committee shall either approve or disapprove the proposed lease form within ten (10) business days after receipt of the notice of intent to lease, including the Owner / Resident Information form, signed Acknowledgement and lease form. Approval may be conditional upon use and execution of a particular lease form or lease addendum(s), or such other reasonable conditions which may be required by the Board of Directors. If the Lease Form Review Committee fails to approve or disapprove the application submitted within ten (10) business days, the application is automatically denied. A new lease form may be submitted after denial.

2.4 Lease Form Review Criteria:

2.4.1 The Lease Form Review Committee may consider the following criteria in determining whether to approve or disapprove a proposed lease form.

- (1) Whether the lease or any provisions thereof violate any of the governing documents of the Association;
- (2) Whether the lease or any provisions thereof violate any State or Federal laws;
- (3) Whether the lease provides that compliance with the Association governing documents is mandatory, and provides for enforcement by the Association;
- (4) Whether the lease provides the Association with the right to pursue corrective action with the tenant, including eviction of the tenant from the premises for breach of the Association's governing documents.

2.4.2 The committee shall not gather, consider, request or collect any information on the following subjects:

- (1) Race
- (2) Color
- (3) Religion
- (4) National Origin
- (5) Gender
- (6) Age
- (7) Familial Status
- (8) Physical Or Mental Disability

- (9) Marital Status
- (10) Gender Identity
- (11) Or Sexual Orientation

- 2.5 Sub-Leasing Prohibited: Sub-leasing of townhouses, in whole or in part, whether disclosed or undisclosed, is prohibited.

III. Occupancy of Townhouse

- 3.1 Number of Occupants: No more than two (2) persons eighteen (18) years of age or older may occupy any townhouse for each bedroom within the townhouse. (e.g. 3 bedroom townhouse has a maximum occupancy of six adults).
- 3.2 Visitors: Any person staying at the townhouse who is not named on the lease is a visitor to the townhouse. Any visitor who stays at the townhouse for more than five (5) consecutive days (or more than ten (10) days in any two-week period) shall be considered a tenant, and must be screened by the Owner of the townhouse.
- 3.3 Lease Required: A lease is required for any townhouse occupied by a person other than the owner of the townhouse. All non-owner occupants are considered tenants for the purposes of these policies. For non-owner residents who are staying rent-free, a lease must still be signed, providing for a rental fee of \$0.00 dollars.
- 3.4 Nuisance or Illegal Activity: No townhouse shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring townhouses, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any townhouse or within any portion of the Association.
- 3.5 Commercial Use Prohibited: The townhouses shall be used only for single family residential purposes, as private townhouses, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or any other commercial activities.

IV. Occupancy Restrictions

- 4.1 Certain Potential Tenants and Non-Owner Occupants Excluded: No owner of any townhouse may rent, lease, or allow occupancy or residency of their townhouse by any non-owner who meets any of the following criteria²:
- (1) Person(s) who have ever been convicted of any offense enumerated within Tex. Code. Crim. Proc. Article 42.12 § 3g;

² If more than one time period applies, use the longest applicable time period.

- RP-2016-347458
- (2) Person(s) who have been convicted of any other felony offense within the last seven (7) years;
 - (3) Person(s) who have been convicted of any misdemeanor offense within the last five (5) years;
 - (4) Person(s) who have ever been convicted of prostitution;
 - (5) Person(s) who have ever been convicted of methamphetamine production;
 - (6) Person(s) who have ever been convicted of arson;
 - (7) Person(s) who are or have ever been listed on any State or Federal Sex Offender Registry;
 - (8) Person(s) who have been convicted of any other misdemeanor or felony which in the opinion of the Board of Directors of the Association threatens the health, safety, and right to peaceful enjoyment of the property by other residents;
 - (9) Person(s) who have been previously evicted from any townhomewithin this Association for reasons other than non-payment of rent;
- 4.2 The Association reserves the right to perform a background check on any and all potential tenants by use of a commercial agency. However the background check is for the benefit of the Association only. The results of the background check, if any, are not for the benefit of anyone other than the Association, and may not be relied upon or treated as any manner of guarantee, promise, or contract. The Association is not required to release the results of any background check.
- 4.3 The Association reserves the right to seek eviction of any tenant or non-owner occupant within the Association who does not meet the criteria set forth in these policies, or who has violated the governing documents of the Association. All fees and costs associated with any such eviction will be assessed against the property Owner's account.

V. Pets

- 5.1 Household Pets Only: No animals, livestock (including pigs of any kind) or poultry of any kind shall be raised, bred or kept on any property within the Association. Only domesticated household animals are allowed, such as dogs, cats, or other usual household pets.
- 5.2 Number, Size and Breed: No more than two (2) pets may be kept on any townhouse. No "Aggressive Breeds" of dogs, or mixes thereof, will be allowed within the community. Known aggressive breeds as referenced herein include the American Pit Bull Terrier, Shepherds breeds, Rottweiler, Doberman Pincher and Chow Chow. The Association

shall be the sole authority on which breeds are disallowed under this rule. No pet in excess of thirty (30) pounds may be kept in any townhouse.

- 5.3 Shots and Vaccinations: All pets must be current on all shots and vaccinations at the time of the rental of any townhouse, and must remain current during the term of the lease.
- 5.4 Registration: All dogs and cats must be licensed / registered with the City of Houston, per Houston Municipal Ordinance Sec. 6-86.
- 5.5 Leasing: All pets must be listed in the proposed lease by breed, age, sex and name.

VI. Vehicles

- 6.1 Number and Registration: No townhouse may have more than two vehicles parked within the Association. The make, model, color, year and license plate of every tenant vehicle must be recorded in the lease, and this information must be provided to the Association prior to the tenant's move-in date via the Parking Application form, attached. All vehicles must have current registration stickers. Car covers may not be used on cars parked within the Association.

VII. Gate / Pool Access

- 7.1 Transmitters / Keys: It is the townhouse owner's responsibility to provide gate and pool access transmitters and keys to their tenants. The Owner will be responsible for any transmitters and keys lost or stolen by their tenants.

Adopted by vote of the Board of Fondren Southwest Tempos Association, Inc., at a meeting held on JUNE 14, 2016.

Signed this the 11th day of JULY, 2016.

FONDREN SOUTHWEST TEMPOS ASSOCIATION,
INC.

BY: Kathleen D. Bryant

Printed name: Kathleen D. Bryant, Director

BY: Annie McGill

Printed name: Annie McGill, Director

BY: Angelee Moody Payne

Printed name: Angelee Moody Payne, Director

BY: _____

Printed name: _____, Director

BY: _____

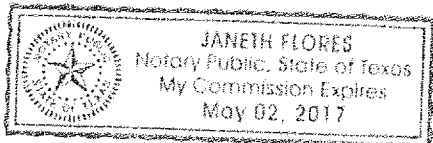
Printed name: _____, Director

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of July, 2016, by Kathleen P. Bryant, as a Director of Fondren Southwest Tempos Association, Inc. on behalf of said Association.



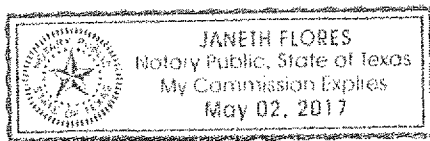
Janeth Flores
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of July, 2016, by Annie McGill, as a Director of Fondren Southwest Tempos Association, Inc. on behalf of said Association.



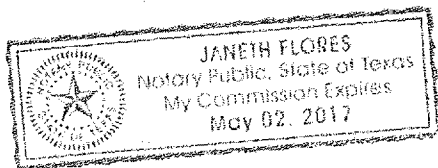
Janeth Flores
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of July, 2016, by Angelice Moody-Rhyno as a Director of Fondren Southwest Tempos Association, Inc. on behalf of said Association.



Janeth Flores
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ____ day of _____, 201__, by _____, as a Director of Fondren Southwest Tempos Association, Inc. on behalf of said Association.

Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ____ day of _____, 201__, by _____, as a Director of Fondren Southwest Tempos Association, Inc. on behalf of said Association.

Notary Public in and for the State of Texas

Return After filing to:

LAMBRIGHT & ASSOCIATES
2603 Augusta, Suite 1100
Houston, TX 77057

RP-2016-347458
Pages 13
08/08/2016 09:26 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$60.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-347458