

FORUM PARK III TOWNHOMES OWNERS' ASSOCIATION, INC.

RULES, REGULATIONS AND POLICIES

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The HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES INC., is a Texas Non-Profit Corporation governed by the Condominium Declaration for Forum Park III Townhomes filed of record in the Condominium Records of Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Declaration and pursuant to the authority granted to the Board of Directors in Chapter 82, Section 102 of the Texas Property Code.

The following Rules, Regulations and Policies are effective upon filing in the Harris County Condominium Records and are applicable to all Owners, tenants, families and guests. All Owners are responsible for the instruction and supervision of their children, tenant(s) and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declaration. Owners must provide a copy of these documents to their tenant(s).

I. USE OF UNIT

1. All units shall be used for single-family residential purposes only. As used herein, the term "Single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Unit for any business, educational, church, professional or other commercial activity of any type. Any person found conducting business on the premises will be assessed a fine and be required to cease and desist.

OFFICE OF
SEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
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2. No Owner or resident shall commence any structural modifications or alterations to his unit or installations located therein without the express prior written approval for the proposed modification or alteration from the Forum Park III Townhomes Owners' Association through its Management Company.
3. Any modifications or alterations commenced or completed in violation of the Declaration, By-laws and/or these Rules and Regulations shall be subject to removal by or at the direction of the Board of Directors and at the sole cost and expense to the Owner and/or Resident (if applicable) jointly and severally; the Board shall proceed with such removal of unauthorized modifications or alterations without liability of any kind for such removal.
4. Nothing shall be done in any unit, nor shall any unit be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein which may cause such improvements to be uninsurable against loss by future or perils under the State of Texas Insurance Commission, or which may cause any policies covering the premises to be cancelled or suspended by the issuing company or its Agent.
5. No one-bedroom unit shall be occupied by more than two (2) residents; no two-bedroom unit shall be occupied by more than four (4) residents; the foregoing limitations on the number of residents per bedroom shall not be exceeded, except by the prior written approval from the Board of Directors of the Association.
6. Prior to allowing anyone to occupy a unit, Owners shall maintain and pay all electricity service, and water, and other applicable utilities furnished to their unit which are separately metered or billed by the respective utility company. It is prohibited for an Owner to allow occupants to reside in a unit that does not have both electricity and water utility services activated.
7. Customary seasonal decorations and seasonal lighting for the holidays are permitted thirty days (30) days prior to, and fifteen (15) days after such seasonal celebration. Any violation of this section is subject to the fine schedule.

II. MAINTENANCE & REPAIRS

1. No waste or damage shall be committed in or on the common elements or the limited common elements. Unit Owners are liable for any waste or damage to the common elements or the limited common elements resulting from the actions of the Owner, his or her agent, servants, tenants, family members, guests or licensees, including without limitation, any deliberate act, any negligent act or any accidental act. The Owner shall be obligated to reimburse the Forum Park III Townhomes Owners' Association, Inc., promptly upon receipt of its statement for any expenditure incurred by the Association for the repairs to the Condominium Project that were necessitated by the act of the Owner, his or her agent(s), servant(s), tenant(s), family member(s), guest(s), or licensee(s).

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2. Each Owner shall maintain the locks and closures of his unit. Each Owner shall be responsible for the ensuring the locks for the unit doors and windows are secure and functional at all times. Broken windows, window locks and door locks must be repaired immediately. Units must be secured at all times.
3. Each Owner/tenant shall keep and maintain the windows, screens, and interior of his unit in good condition and repair. Any Owner/tenant with a torn screen will be given a written notice of the violation. If violation is not cured within fifteen (15) days, a \$ 75.00 fine will be assessed to the account each week and the account will be turned over to the Association's attorney. All windows of a unit shall be kept clean by the Owner. All windows must have white or off-white curtains or white or off-white window coverings. The window coverings must be closed if the unit is vacant.
4. An Owner will incur a fine of \$75.00 per week if Owner fails to repair his unit in a timely manner. Also, an Owner will incur a fine of \$75.00 per week if Owner fails to repair an adjacent unit which was damaged by the Owner, his or her agent, servants, tenants, family members, guests or licensees.
5. Each Owner shall maintain the locks and doors of his assigned mailbox. Each Owner shall be responsible for ensuring the lock to his mailbox door is functional and secured at all times. Mailbox doors must be closed and locked at all times.

III. RIGHT OF ENTRY

1. Each Owner shall grant the right of entry to the Managing Agent or any person authorized by the Board of Directors in case of an emergency originating in or threatening his Unit regardless of whether Owner is present at the time.
2. Pursuant to §82.102(a)(16) of the Texas Property Code, the Association, acting through its Board, has the authority to enter a unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another unit or the occupants.
3. Each Owner shall grant the right to entry to the Managing Agent or any person authorized by the Board of Directors when so required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are at a time convenient to the Owner.

IV. INSURANCE & SMOKE DETECTORS

1. Each Owner is required to maintain insurance coverage for the cost of the Association's insurance deductible to cover the damages in the event of a claim cause by the Owner, his or her agent, servant, family member, guests or licensee. Proof of required insurance

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coverage must be submitted to the Association's Managing Agent.

2. Each Owner/tenant is required to acquire their own personal property coverage. **THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY PERSONAL PROPERTY DAMAGE.**
3. At least one (1) smoke detector, in good working order, shall be installed and maintained in each unit. The Owner/tenant shall maintain this device in proper working order at all times. Each Owner or tenant shall comply with all applicable laws, regulations, and ordinances with respect to residential smoke detectors.

V. SALE, LEASE OR RENTAL OF A UNIT

1. Each Owner that places his or her unit on the market for sale, lease, or rent must provide written notice to the Board of Directors. The Owner shall provide a copy of the Declarations, By-laws and these Rules and Regulations to the new Owner, lessee, or renter at the time of sale, lease, or rental.
2. A unit Owner must notify the Managing Agent in writing of the unit Owner's intent to sell, lease, or rent his or her unit prior to any sale or execution or re-execution of any lease.
3. Before selling a unit, the Owner must receive written confirmation from the Association's Managing Agent that all monthly maintenance fees and fines on the account are current up to the date of sale.
4. A unit owner/tenant shall notify the Managing Agent in writing at least thirty (30) days before moving out.
5. All Rental Agreements periods shall be for a minimum of six (6) months and a maximum of one (1) year.
6. All prospective tenants, 18 years of age and older, shall undergo a background check by the Managing Agent that is appointed by the Board of Directors of the Association before the prospective tenant moves into the unit.
 - a. If a prospective tenant moves in the unit without first receiving approval from the Association, the Owner will receive a letter stating that the Owner has thirty (30) days to submit a screening application along with the \$35.00 processing fee.
 - b. If the screening application is not received within thirty (30) days, the violator will be assessed a \$75.00 fine per week until all tenants 18 years and older are approved or until the unit is vacant.

- c. If the application is received and the applicant/tenant is not approved, then the Owner must immediately start the eviction process in regard to the unapproved tenant within three business (3) days of the Managing Agent mailing notice of the unapproved tenant.
- d. The Owner must provide the Managing Agent with a copy of the "Notice to Vacate" letter addressed to tenant, mailed both certified mail and regular mail along with a copy of the certified mail tracking receipt within three (3) business days of the Managing Agent mailing notice that tenant was not approved.
- d. Any Owner who has received a fine for violation of this "prior screening rule" in the past shall not be granted the thirty (30) day grace period, and will automatically be fined \$75.00 per week until all tenants, 18 years and older are approved or until the unit is vacant.

VI. BALCONIES & PATIO

1. Balconies and Patios shall not be used for any storage purpose. These areas shall be kept free of all unsightly objects, including, but not limited to, basketball goals, bikes, storage shelves/units, barbecue grills or any other item shall not be permitted to be stored on the balcony or patios.
2. No potted plants shall be displayed or placed upon the balcony rails.
3. It is prohibited to hang clotheslines, garments, rugs, cleaning items, or any other material on any patio fence or any balcony rail.
4. No open flames of any kind are allowed on balconies or patios, including all barbecue grills. Barbeques grills, charcoal, or propane tanks shall not be stored on the patios or balconies.
5. Residents and guests shall not throw objects or sweep any dust, trash or rubbish of any kind off of the balconies or patios.

VII. SATELLITE INSTALLATION POLICY

1. Owners/tenants shall not erect any antenna or other structure for radio, television, or any other purpose without prior written consent of the Board of Directors.
2. Prior to the satellite installation, a plan detailing the location and method of installation must be submitted, and approved, by the Board of Directors.

3. No satellite dish shall be installed that is larger than thirty-nine inches (39") in diameter upon the Condominium Project.
4. No satellite dish shall be mounted, wired, or in any manner harnessed to any part of the roof, siding or the balcony flooring without prior written approval from the Board of Directors.
5. No resident shall trim or cut any tree or vegetation in order to install a satellite dish without prior written approval from the Board of Directors.
6. A satellite installation application must be submitted to the Managing Agent before installing a satellite dish. All satellites are required to be attached to the chimney casing approximately six inches (6") above the roof crescent on the up-slope side. The wiring for the satellite dish shall run neatly along the seam of the roof.

If it is not feasible to install the dish in the manner provided in the above paragraph, then the satellite must be installed in a manner to be concealed from view on the balcony or patio. All wires must be properly tied, fastened and connected so as to be both neat and safe.

7. Upon completion of the satellite dish installation, property management must be notified. Upon notification, property management will perform an inspection of the installation.

VIII. GENERAL PROHIBITIONS

1. No boards shall be placed on the exterior of any unit window, except as authorized by the express written consent of the Board.
2. No rugs, garments, laundry or window air conditioning units or other unsightly items will be permitted to extend from or to be placed outside of a unit or its windows, patio, or balcony.
3. No aluminum foil or similar reflective materials may be used or placed over windows or doors of any unit. Burglar bars may be placed on windows provided that the burglar bars are painted to match the exterior or window coverings of the unit and are in compliance with all applicable city and county ordinances. All burglar bars on the door must be painted the approved door color. All exposed window coverings shall have a neutral-colored (white or beige) backing viewable from the exterior.
4. It is prohibited to dust rugs or other materials from windows. It is also prohibited to clean rugs by beating rugs on the exterior part of the building.
5. No Owner/tenant shall make alterations, modifications, or improvements, or add any wiring for electrical or telephone installation, awnings, patio coverings, or other similar devices to the common elements or the limited common elements of the condominiums, nor shall he or she remove or add to the planting, structure, furnishings, or other equipment or object,

without receiving the prior express written permission of the Board of Directors or its acting Managing Agent through the consent of the Board of Directors.

6. No Owner or resident shall tap, splice, and/or pig-tail electric service from the common elements, limited common elements, or any other unit without receiving the prior express written permission of the Board of Directors or its acting Managing Agent through the consent of the Board.
7. No drilling, digging, quarrying, or mining operation of any sort will be permitted on the Condominium Project.

IX. USE OF SECURED DOORS & GATES; USE OF EXTERIOR FAUCETS

1. All first floor or ground floor doors and gates including mail-room door, entry gates and pool gates which allow entry into common areas are secured doors of the Condominium Project, and shall remain closed at all times, except when used for passage. Any person found causing a door to remain open, in violation of this rule, shall be fined \$75.00 for each occurrence.
2. Only Forum Park III residents shall possess keys to the Forum Park III Common Elements. Any person found reproducing keys and giving keys out to persons other than Forum Park III residents shall be subject to fines and prosecution.
3. It is prohibited for anyone to alter or tamper with the exterior faucets or water lines on or upon the Condominium Project. Any unauthorized use of water for playing, washing vehicles, or any other unapproved activity is prohibited; violation of this rule will result in a \$75.00 fine per incident.

X. TRASH

1. Trash pick-up is provided three times a week, unless otherwise notified. All trash must be placed in the dumpsters. Failure to place trash in dumpster will result in a fine of \$75.00 to be assessed to the Owners' maintenance account.
2. All dumpster areas must be kept clean, neat and orderly by the residents. Failure to keep this area clean will result in a \$75.00 fine assessed to the Owner's maintenance account.
3. Christmas trees shall only be disposed of in areas designated by the Association for Christmas tree disposal. No Christmas tree shall be disposed of in a dumpster, or dumpster area or in a trash bin.
4. No balcony, patio, or any other common element or limited common element shall be used for the storage or placement of trash, for any period of time. Non-compliance with this rule will result in a fine of \$75.00 to be assessed to the Owner's maintenance account.

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5. No paint or chemicals shall be placed in trash bins, nor shall any paint or chemicals be poured into any drains.
6. Garbage must be placed in plastic trash bags and tightly secured.
7. Owners and residents are responsible for their own heavy trash disposal. No Owner or resident shall place, or cause to be placed, on the common elements or the limited common elements, or in the Condominium Project dumpsters, any furniture, mattresses, used carpet or any other heavy trash objects or rubbish.
8. Each Owner shall be responsible for the disposal of all construction items or debris and all "make ready" items. These items shall not be permitted to remain on the Common Elements or the limited common elements; these items must be removed from the Condominium Project by the Owner or contractor.

XI. PETS

1. Prior to bringing any pet onto the Condominium Project, the unit Owner must register the animal with the Association and obtain written approval to have the animal in any unit or upon the Condominium Project.
2. No more than two(2) household pets shall be allowed to be kept, permitted or harbored in any unit or upon the Condominium Project.
3. No bird, reptile, or other animal (including household pets) shall be kept or contained in a unit or upon the Condominium Project for breeding purposes or for any commercial purpose.
4. No bird, reptile, or other animal (including household pets) shall be permitted outside any unit or in or upon the Condominium Project (including balconies and patios) unless on a leash no longer than ten (10) feet, and unless controlled and attended at all times. However, CATS shall be kept indoors at all times. Municipal law allows the appropriate authority to remove/confine any unleashed animals.
5. Pets shall not be stored or kept on patios or balconies of any unit. Pets may be kept on the patio or balcony provided that the sliding glass door is open enough to allow the pet to travel between the unit and the balcony or patio and someone is home while pet is on balcony or patio.
6. No livestock, poultry or snakes are permitted to be kept, permitted or harbored in a unit or brought onto the Condominium Project.
7. No bird, reptile, or other animal shall be leashed to any stationary objects in or upon the

- Condominium Project (including balconies and patios).
8. No bird, reptile, or other animal shall be permitted to enter or remain within the perimeter of the fenced swimming pool area regardless of whether leashed or attended.
 9. No dogs weighing over fifty (50) pounds shall be kept, permitted or harbored in any unit or in or upon the Project. The foregoing fifty (50) pound weight limit shall not apply to any dog required for medical reasons, including a legitimate seeing-eye dog.
 10. The following dog breeds are prohibited from being kept, permitted or harbored in any unit or in or upon the Condominium Project: 1) chows 2) german shepherds, 3) dobermans, 4) mastiffs, 5) pit bulls, 6) rottweilers, 7) any cross-breeds of the foregoing breeds, and 8) any dog that makes an unprovoked attack on a person or other animal that causes bodily injury.
 11. No animal shall be permitted to relieve itself on any unit patio, or upon any unit balcony or on any of the common elements. Owners and tenants are responsible for immediate removal and cleaning in the event of an accidental animal bodily excrement or animal wastes on the unit patio, unit balcony, or the common elements.
 12. The Board of Directors or the Managing Agent or their respective agents or employees may remove or cause to be removed to an animal shelter under the jurisdiction of the City of Houston or Harris County any bird, reptile or animal (including household pets) which:
 - (i) is not permitted on the Project under the Association's pet rules,
 - (ii) is found unattended or unleashed anywhere upon the Project, or
 - (iii) is, in the sole opinion of the Board of Directors or the Managing Agent, a safety hazard, an annoyance, or a nuisance to other Owners or residents. Such removal shall be at the sole cost and expense of the Owner and/or resident, jointly and severally, and without liability of any kind on the part of the Association, Managing Agent or their agents or employees.
 13. The Owner/resident who keeps, permits, or harbors a dog or cat in their unit or on or upon the Condominium Project is responsible for vaccinating the animal against rabies. The Association may request proof of current vaccinations at any time. Failure to produce proof may result in a \$75.00 fine.

XII. PARKING

1. The speed limit inside the roadways of Forum Park III Townhomes is ten (10 mph) miles per hour, and shall not be exceeded at any time for any purpose. A violation of this rule will result in a \$75.00 fine assessed to the unit Owner's maintenance account.

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2. Tampering with or vandalizing any entrance gate for any reason is prohibited, and will result in a \$75.00 fine assessed to the unit Owner's maintenance account. If the individual who tampers with or vandalizes the entrance gate is a lessee or renter, or a guest of a lessee or a renter, then the unit Owner will be required to evict the offender within 15 days of date notified.
3. All Owners/or Tenants shall enter the entrance gate using their transmitter programmed to open the gate. An individual entering the Forum Park III Condominium Project by any other means is subject to having their car towed at the Owners' expense.
4. Owners shall provide lessees and renters with the proper transmitter to enter and exit the property gate.
5. Parking spaces are assigned by the Association. The parking map is attached hereto as Exhibit "A" and incorporated herein by reference. The Association, acting through its Board of Directors, reserves the right to have vehicles parked in unauthorized areas removed at the expense of the Owner.
6. Owners and/or residents shall not permit their family, guests, or invitees to use another Owner's assigned parking space(s) unless he has prior written consent from such other Owner to do so.
7. Vehicles that are not properly parked within the parking lines of the parking space shall be subject to removal at the Owner's expense.
8. Vehicles parked inside of the Condominium Project, in violation of the signs posted in the Condominium parking areas regarding parking or in violation of these rules are subject to being towed at Owner's expense.
9. All vehicles parked in or upon the Condominium Project Parking shall have current license plate and inspection stickers. All vehicles in violation are subject to being towed at the Owner's expense.
10. Absolutely no boat trailers or boats, campers, trailers, commercial vehicles, recreational vehicles, four wheelers, three-wheelers, semi-trucks and trailers, moving vans, or construction vehicles shall be kept or stored in the parking areas or grounds of the Condominium Project, without the express prior written permission of the Board of Directors.
11. Carport areas are to be kept free of all debris and shall not be used for storage of any objects. Inoperable vehicles shall not be stored in carport areas. Vehicles which are not in daily usage off the premises during any 72 hour period are considered stored, and are subject to being towed, at the Owner's expense.

12. Vehicles shall be parked only in the designated parking spaces. No unattended vehicles may be left in the driving lanes of the Condominium Project at any time.
13. There shall be no parking in the fire lanes, or driving lanes of the Condominium Project, or the garbage dumpster area, or in any area specifically designated "No Parking".
14. Vehicles parked in a designated handicapped space without proper identification posted on the vehicle is subject to being towed.
15. All residents must register their vehicles and display the Forum Park III sticker when entering the gate and parking in the Forum Park III parking lot.
16. Automobile repairs, including changing of fluids and washing of cars, are not permitted in any common area or carport. Any vehicle with a flat tire not repaired within 48 hours may be assessed a fine of up to \$75.00 a day it remains in disrepair.
17. Motorcycles are not permitted to be driven, or parked on the sidewalks, courtyards, patios, under stairways or the pool area.
18. No Owner shall paint their own parking place number on the parking space. An Owner/resident who violates this rule must remove the painted number at their own expense.

XIII. SPORTS EQUIPMENT AND TOYS

1. Toys and other sports equipment shall not be left outside of any unit. Nor shall toys or other sports equipment be stored in the common elements or the limited common elements, except that they shall be stored out-of-view.
2. No bicycles, skateboards, roller skates, roller blades, scooters, or other wheeled device shall be permitted to be used or rode upon anywhere on the common elements, this includes, without limitation, all sidewalks, roadways of the Condominium Project, carport areas, courtyard areas, pool areas, and tennis courts.
3. Tennis courts shall only be used for tennis. Bike riding, skating, roller-blading, soccer, baseball, basketball or any other sport other than tennis is prohibited on the tennis courts.
4. Basketball goals are prohibited on the unit balconies, unit patios, and the common elements.

XIV. BARBEQUE GRILLS/BARBEQUE SMOKERS

1. Only electric grills are permitted to be used on or in the Condominium Project. Use of any non-electric type grill is prohibited including without limitation, charcoal, gas, and wood burning grills. No Owner/resident shall operate any type of barbeque grill or pit within ten

- feet (10') of any building or structure.
2. Violations of the City of Houston Fire Code could result in fines by both the Association and the City of Houston.
 3. Each and every day that a violation is continued may constitute a separate offense under the City of Houston Fire Code.
 4. No grills, smokers, or barbeque pits shall be stored on the common elements, nor shall any grills, smokers, or barbeque pits be stored on the unit patio or balcony, except that they are stored out of view.

XV. NOISE & DISTURBANCES

1. No Owner/resident or guest, agent, lessee, licensee, or invitee shall make or permit to be made any loud objectionable noises or cause any instrument or device to emit or make a disturbance of the peaceful and quiet enjoyment by other Owners/residents in or upon the common elements or the limited common elements, or anywhere upon the Condominium Project.
2. No activity or behavior which constitutes a nuisance or noxious behavior shall be committed or permitted to occur in any unit, or upon the common elements or the limited common elements of the Condominium Project.
3. Loitering and the consumption of alcoholic beverages is prohibited in the common elements of the Condominium Project (this includes, without limitation, on the sidewalks, in front of a unit, the parking areas, landscaped areas, pool areas, lobbies, stairways, tennis courts, mail rooms, and driveways).

XVI. SIGNS & PROHIBITION OF SOLICITATION

1. No advertisement, posters or signs of any kind shall be displayed to the public view on or from any unit or common areas without the prior express written consent of the Board of Directors or the Management Agent, acting in accordance with the Board's direction. This includes "for sale" and "for lease" signs.

XVII. MAINTENANCE FEES/ COLLECTION POLICY

1. All maintenance assessments and related charges are due in full on the 1st day of each month.
2. All assessment dues and related charges incur a late fee charge in the amount of \$15.00, if not paid by 5:00pm on the 15th day of each month.

3. If there is any account balance due on an assessment account for any unit, after the 15th day of each month, the Managing Agent shall send a notice reminding the Owner that the assessment is late and it must be paid within ten (10) days.
4. Any assessment remaining unpaid for sixty (60) days or any account accruing five hundred dollars (\$500.00) or more in assessments, late charges, fines, collection charges, and attorney's fees shall be turned over to the Association's attorney for collection.
5. All attorneys fees, court costs, and other related expenses for collection, incurred through either the Management Agent or the Association's attorney shall be charged back to the Owner, whose failure to timely pay the assessment or related charges caused the expenditure of funds. All such charges shall be added to the amount of the assessments.
6. After an assessment has remain unpaid for 60 days, the attorney for the Association shall send a demand letter demanding payment for the account within ten (10) days of such letter.
7. If the Owner does not pay in full after the attorney's first ten-day demand letter, a second letter shall be sent by the attorney demanding payment within five (5) days under the warning that the Association will proceed with foreclosing on the property or the filing of suit to obtain payment of the assessments.
8. If the assessments are not paid in full within twenty (20) days after the attorney's first demand letter, the property will be posted for foreclosure at the next available foreclosure posting date. The foreclosure posting shall be in accordance with the Texas Property Code and with the Declaration of Covenants, Conditions, and Restrictions governing the Forum Park III Townhomes Owners' Association, Inc., along with its By-laws, and the resolutions of the Board of Directors.
9. If arrangements have not been made by the Owner to pay the account by the foreclosure day, the property shall be foreclosed and sold at foreclosure sale. The Association shall bid at such sale by and through its attorney to complete the sale in accordance with the law.
10. Upon case by case approval of the Board of Directors, the Association's attorney will be authorized to file a deficiency suit against the Owners whose units have been foreclosed, but who still owe a balance of assessments to the Association.
11. At all times, during the collection process, the Association's property manager and attorney are authorized to enter into reasonable payment arrangements with Owner's in an attempt to collect the obligation owed to the Association.
12. At all stages of collection, payments made by Owners shall be applied to the oldest balance first.

XVIII. FINES

1. Fines will be imposed against Owners for any violation of the Declaration, By-laws, or these Rules & Regulations listed above, whether committed by the Owner, occupant, or guest of the unit Owner. This policy is effective upon filing in the Harris County Condominium Records. The fine structure will be as follows:
 - a. First Offense a fifteen (15) day Warning Notice mailed (except where stated otherwise in Rules & Regulations)
 - b. Second Offense \$75.00 fine, if the offense is not corrected within fifteen (15) days of the warning notice.
 - c. Additional Offense \$75.00 per week or per occurrence, may be imposed, as stated in the rules.
2. If the offense reoccurs or continues after the third notice, the Association will continue to assess a \$75.00 fine per week or \$75.00 fine per occurrence until it is abated, and the Board may refer the matter to legal counsel. All fees including attorneys fees incurred by the Association in enforcing the governing documents and Rules of Forum Park III will be charged to the Owner of the unit from which the violation occurred.
3. If an offense results in damage or destruction to the limited or general common elements all fines are in addition to the costs of labor and/or materials to repair or replace the damaged property.
4. Except for the exceptions listed below, no Owner will be fined without the Association first sending a warning notice to the Owner (if known). (However, no warning notice will be sent when violations concern 1) vandalism, 2) graffiti, 3) fireworks, 4) entrance gate damage, 5) pool area damage, 6) common area property damage, 7) limited common element property damage, 8) violation of trash rules or 9) any item requiring immediate intervention, which will be subject to an immediate fine and/or referral to legal counsel.
5. Any Owner who is fined shall have thirty (30) days to respond to the charge.
6. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
7. The Owner filing the dispute will be notified of the date of the Board meeting and will be placed on the Agenda. The Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed against their account.

8. The Board's decision after the hearing is final and any affirmed, or non-appealed fine will be due and payable on the first of the next month after the notice is given.
9. If any offense reoccurs within twelve (12) months after the first occurrence of the same violation, then the \$75.00 fine will be automatically imposed, without the fifteen day warning notice.
10. Any Owner who has more than two (2) violations within sixty (60) days will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may require a meeting with the Owner, or take legal action to enforce the Declarations, By-laws, or these Rules.
11. Owners must evict any tenant if the tenant, their guests, invitees, or occupants commit numerous or repeated violations of the Declaration, By-laws, or these Rules.

XIX. COMPLAINTS

All complaints must be submitted in writing and addressed to the Board of Directors.

XX. DISPUTE RESOLUTION

Any Resident or Owner with a dispute with a neighbor should first attempt to resolve the problem on a friendly basis. If you cannot resolve the problem, call the Dispute Resolution Center at (713) 221-8274. The Dispute Resolution Center, at no charge to you, will assist in working with the parties to work out the resolution to the problem.

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
2020A
FILM CODE _____
FORUM PARK III TOWNHOMES
OWNERS' ASSOCIATION, INC.
THIS IS PAGE 4 OF 5 PAGES
SCANNER NR-4629

Adopted by unanimous vote of the Board of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES, INC., at a meeting held on April 23, 2009.

Signed this the 23 day of April, 2009.

THE HOMEOWNERS' ASSOCIATION OF FORUM
PARK III TOWNHOMES, INC.

BY: Tracy Hickins
Board Member

Printed name: TRACY HICKINS

BY: Carol Haddock
Board Member

Printed name: CAROL HADDOCK

BY: Barny Echenow
Board Member

Printed name: BARNY ECHENOW

BY: _____
Board Member

Printed name: _____

BY: _____
Board Member

Printed name: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS § ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 23 day of ^{April} March, 2009 by Tracy Hutchins, as a Board Member of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES, INC., on behalf of said Association.

Janet Marie Bonbra
Notary Public in and for the State of Texas

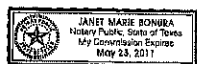
STATE OF TEXAS §
§
COUNTY OF HARRIS § ACKNOWLEDGMENT



This instrument was acknowledged before me on this the 23 day of ^{April} March, 2009 by Celia Heedera, as a Board Member of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES, INC., on behalf of said Association.

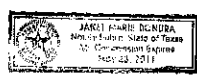
Janet Marie Bonbra
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS § ACKNOWLEDGMENT



This instrument was acknowledged before me on this the 23 day of ^{April} March, 2009 by Bonny Echorn, as a Board Member of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES, INC., on behalf of said Association.

Janet Marie Bonbra
Notary Public in and for the State of Texas



OFFICE OF
BEVERLY R. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
26284
FILM CODE _____
FORUM PARK III TOWNHOMES
OWNERS' ASSOCIATION, INC.
THIS IS PAGE 5 OF 5 PAGES
SCANNER KM-450w

STATE OF TEXAS §
§
COUNTY OF HARRIS § ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ___ day of March, 2009 by _____, as a Board Member of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES INC., on behalf of said Association.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS § ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ___ day of March, 2009 by _____, as a Board Member of THE HOMEOWNERS' ASSOCIATION OF FORUM PARK III TOWNHOMES INC., on behalf of said Association.

Notary Public in and for the State of Texas

Return After filing to:
LAMBRIGHT & ASSOCIATES, P.C.
5851 San Felipe, Suite 860
Houston, Texas 77057

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.

NO 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.
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number designated on the title and in the form designated herein by me, and was RECORDED in the Official Public Records of Harris County, Texas on
MAY 14, 2009
Beverly R. Kaufman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.