

**FORREST LAKE TOWNHOUSE ASSOCIATION, INC.  
LEASING RESOLUTION**

STATE OF TEXAS  
COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

**BE IT RESOLVED THAT**

The original Leasing Resolution for Forrest Lake Townhouse Association, Inc. was approved on May 21, 2009 with an effective date of June 1, 2009 and recorded under County Clerk's File No. 20140341568 in the Official Public Records of Real Property of Harris County, Texas. The updated Leasing Resolution for Forrest Lake Townhouse Association, Inc. was approved on March 19, 2015 with an effective date of April 8, 2015 and recorded under County Clerk's File No. 2015142564 in the Official Public Records of Real Property of Harris County, Texas.

Effective September 17, 2015 this Resolution, hereby amends, consolidates, and supersedes the aforementioned Resolutions. All owners are subject to this Resolution as of the date of recording. For the purpose of this Resolution, the term "owner" means those persons or entities who are the record title owner(s) of a townhouse unit, but do not personally occupy the unit on a daily basis as their principal residence. No owner shall permit any other person to occupy a unit unless the requirements of this Resolution are met. All references to the "Association" mean the Forrest Lake Townhouse Association, Inc. and its board of directors.

Any owner who desires to lease or rent a townhouse unit must complete and deliver an Application to Lease ("Application") to the Association's business office at 5805 Lumberdale Road, Houston, Texas 77092. The Association's Application is the only form of application that will be accepted. The term "Application" includes the Application to Lease Cover Sheet, a Criminal Background Check of each proposed tenant, the Acknowledgement and Notice Form, and Affidavit of Each Occupant Regarding Receipt of the Governing Documents. The Application must be delivered more than thirty (30) days prior to the proposed date of commencement of a lease. The Application must contain all required attachments.

Every lease shall contain the statement immediately above a signature of each tenant over the age of eighteen (18) that states: "I/we understand that the Forrest Lake Townhouse Association, Inc. has the right to terminate any and all services that it provides to residents, including common area privileges and water, in the event of any violation of the Association Reservation, Restrictions, and Easements; By-Laws, Resolutions, Rules, and Regulations."

Each lease shall state that an Owner may lease his Townhouse for occupation as a single family residence provided that such lease (a) is in writing, (b) is expressly subject to all the terms, provisions and conditions set forth herein and in the Association Reservation, Restrictions, and Easements; By-Laws, Resolutions, Rules, and Regulations, as amended from time to time; and, (c) provides that failure of the lessee to comply with the terms, provisions, and conditions set out herein or in the Association's Reservations, Restrictions, and Easements; By-

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Laws, Resolutions, Rules, and Regulations, as amended from time to time, shall be a default under such lease.

The term “Criminal Background Check” means a report that covers all states of the USA and its territories that are located on databases available. The Criminal Background Check must cover the following:

In the State of Texas or any other jurisdiction, has the tenant: (1) pleaded guilty to (whether or not resulting in a conviction); (2) pleaded nolo contendere or no contest to or admitted; (3) had any judgment or order rendered against him/her (whether by default or otherwise); (4) pending criminal charges or a conviction; for any conduct, matter, or thing (irrespective of formal name thereof) constituting or involving (whether under criminal or civil law of any jurisdiction) for the following crimes:

- a. Any felony including but not limited to armed robbery
- b. Rape or other sexual assault
- c. Physical, sexual, emotional abuse, and/or neglect of a minor
- d. Incest
- e. Exploitation, including sexual, of a minor
- f. Sexual misconduct with or molestation of a minor
- g. Lewd or lascivious behavior or indecent exposure
- h. Assault, battery, or any violent offense involving a minor
- i. Endangerment of a child
- j. Any misdemeanor or other offense classification involving a minor or to which a minor was a witness
- k. Unfitness as a parent or custodian
- l. Removing children from a state or concealing children in violation of a court order
- m. Restrictions or limitations on contact or visitation with children or minors resulting from a court order protecting a child or minor from abuse, neglect, or exploitation; or, any type of child abduction

If the results of the Criminal Background Check do not cover any crime listed above, the tenant will be required to execute a notarized statement attesting to same. The Association has a list of recommended criminal background checking companies at its office; however, any credible criminal background reporting agency of the owner’s choice is acceptable.

The term “Single Family Dwelling” means one adult person or two or more adult persons, including minors, all related by blood or marriage, any number of natural children, foster children, step-children or adopted children not to exceed two (2) people per bedroom available for minors. The use of the townhouse may only be as a principal residential with the sharing of the common living, sleeping, cooking and eating facilities for residential purposes. Single Family Dwelling does not include using a townhouse unit as a boarding or rooming house, temporary housing for college students, fraternity or sorority house, club, motel, or for temporary housing for any person that is not an immediate member of the family.

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All Units that have been leased or rented on or prior to the effective date of this Resolution shall submit a completed application within thirty (30) days of the effective date. No existing lease may be renewed or extended, unless a new application is completed and delivered more than thirty (30) days from the date of a proposed renewal or extension and the Association approves of the renewal or extension.

Any person in possession and all owner(s) of a townhouse unit that are not in compliance with this Resolution, and any amendments, shall be in violation of the Reservations, Restrictions, and Easements; By-Laws, and this Resolution, and the Association may terminate services.

The failure to submit an Application will constitute a violation of this Resolution and subject the owner to a penalty of \$100.00 per day from the commencement of a lease or the date of possession of unapproved tenants. The penalty shall be paid with the next monthly assessment that becomes due. The Association shall also have the right, in the event of a violation, to terminate any and all services that it provides to the unit. So long as any demand for reimbursement of attorney's fees is allowed by the Texas Property Code, the Association may include in the next appropriate assessment any and all reasonable and necessary legal expenses incurred for the enforcement of this Resolution as to the specific Unit in question.

All documents submitted in accordance with this Resolution may have the following sensitive personal information redacted or otherwise made unreadable or indecipherable prior to submission to include:

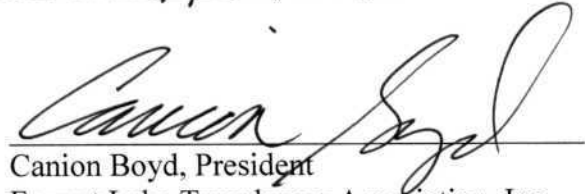
- Social Security Number
- Driver's License Number
- Government-issued Identification Number
- Account, Credit Card, or Debit Card Number

The contents of a required Application may be changed from time to time by the Association. Moreover, this Resolution may be amended at any time. All applications made pursuant to this Resolution shall submit further applications and documents as may be required and permitted by law.

### CERTIFICATION

I, the undersigned, being the President of the Forrest Lake Townhouse Association, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Forrest Lake Townhouse Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 17 day of September 2015.

  
Canion Boyd, President  
Forrest Lake Townhouse Association, Inc.