

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
WATERMAN CROSSING CONDOMINIUM ASSOCIATION
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

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Notice
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The undersigned Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on December 26, 2011, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing (the "Property") and the restrictive covenants set forth therein; and *100*

WHEREAS, pursuant to the Declaration and Section 82.102(6) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

WHEREAS, the Board of Directors wishes to adopt reasonable restrictions governing the installation, maintenance and use of solar energy devices consistent with the provisions of Section 202.010 of the TEXAS PROPERTY CODE.

NOW THEREFORE, be it resolved that the Board of Directors, on behalf of the members of the Association, duly adopt the following guidelines (the "Guidelines") regarding solar energy devices for the Property, which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Property, and which shall supersede any previously adopted rules on the same subject matter.

SECTION I - DEFINITIONS

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto.
3. **PROPERTY.** Condominium regime commonly known as Waterman Crossing located

in Houston, Harris County, Texas.

4. OWNER. A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the units at Waterman Crossing. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a unit with the permission and consent of the Owner thereof.

SECTION II - INSTALLATION RULES

1. Owners may install solar energy devices according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such solar energy devices, and do not unreasonably increase the cost of installation, maintenance or use of such solar energy devices.
2. The following provisions shall be applicable to a solar energy device:
 - (a) *Location.* Solar energy devices must be installed wholly within a condominium unit or within the limited common element patio and/or balcony appurtenant to such condominium unit, as these areas are designated, delineated and defined in the Declaration. Installation of a solar energy device on a limited common element does not convert the limited common element into individually owned property. Solar energy devices may not be installed on common elements, including, but not limited to roofs and building exteriors.
 - (b) *Installation.*
 - (1) Any resident or Owner desiring to install a solar energy device must comply with the minimum conditions provided in these Guidelines and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the solar energy device to be installed, the installer, the proposed location of such installation and the method and manner of installation.
 - (2) No solar energy device may be installed on any of the other Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit, such as a patio or balcony). Solar energy devices shall be freestanding, and shall not be attached the exterior of the building.
 - (3) No permitted solar energy devices may protrude or extend beyond the vertical or horizontal space forming the perimeter of the limited common element patio or balcony for the exclusive use of a respective unit. A solar energy device shall not protrude into the

common element airspace.

- (4) All installation shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
- (5) The Association shall have the right to require reasonable screening of a solar energy device, including but not limited to all cables and wires, so long as the screening does not impair operation.
- (6) The installation of a solar energy device must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (7) No liens in connection with the installation or maintenance of any solar energy device shall be filed against the common elements of the Property.
- (8) Installation of a solar energy device shall only occur between the hours of 8:00 a.m. and 5:00 p.m, Monday through Saturday.

(c) *Damages, Safety.*

- (1) Solar energy device shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Solar energy devices shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Prior to the installation of any solar energy device, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
 - (i) be responsible for all damages or loss caused by the installation or use of the solar energy device;
 - (ii) indemnify and hold harmless the Association for all such damage or loss; and
 - (iii) provide the Association with a certificate of insurance showing that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

(d) *Maintenance.*

- (1) Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
 - (i) place (or replace), repair, maintain and move or remove the solar energy devices;
 - (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the solar energy devices;
 - (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the solar energy devices;
 - (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the solar energy devices; and
 - (v) restore the solar energy device site(s) to their original condition.
- (2) If a solar energy device is installed on limited common elements which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the solar energy devices and reinstallation. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating solar energy devices associated with their units before maintenance begins and replacing solar energy devices afterwards, if an Owner so desires. If the solar energy device is not removed by the Owner in the required time, then the Association may remove the solar energy devices at the Owner's expense. The Association is not liable for any damage to solar energy devices caused by Association removal.

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any solar energy devices.
- (2) No solar energy devices shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

4. Should these Guidelines be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
5. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
6. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety are prohibited. Solar energy devices that have been adjudicated by a court to violate a law are prohibited.
7. If any provision of these Guidelines is determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

WATERMAN CROSSING CONDOMINIUM ASSOCIATION, a Texas non-profit corporation *pu*

By: *Leonard Simmons*, Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of January, 2011, by Leonard Simmons, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
 Notary Public in and for the State of Texas

RECORDED AND RETURN TO:
 Frank, Elmore, Lievens,
 Chesney & Turet, L.L.P. ✓
 Attn: K. Slaughter
 9225 Katy Freeway, Suite 250
 Houston, Texas 77024



**FILED FOR RECORD
 8:00 AM**

JAN 12 2012

Sta. Stewart
 County Clerk, Harris County, 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.

EXHIBIT "A"
WATERMAN CROSSING CONDOMINIUM ASSOCIATION
SOLAR ENERGY DEVICE AGREEMENT

Owner: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner, acknowledge receipt of the "Guidelines for Installing Solar Energy Devices" established by Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association") for the installation of solar energy devices at Waterman Crossing, in Houston, Harris County, Texas. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the solar energy device at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my solar energy device, and that I will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of Waterman Crossing, personnel of the Association, common property, other owners' property or other residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the solar energy device.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my solar energy device causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my solar energy device at the property and provide proof to the Association of such liability insurance.

Owner: _____

Witness: _____

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.

JAN 12 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS