

Notice

PRESIDENT'S CERTIFICATE

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION,
a Texas Non-profit Corporation**

RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS

The undersigned, being the duly elected, qualified and acting President of WATERMAN CROSSING CONDOMINIUM ASSOCIATION (the "Association"), a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on June 27, 2016:

WHEREAS, the Association is responsible for governance and maintenance of Waterman Crossing as described in the Condominium Declaration for Waterman Crossing Condominium, filed in Volume 121, Page 1 of the Condominium Records of Harris County, Texas and all amendments thereto;

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WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the community, pursuant to state law and its governing documents; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted rules preempting certain Association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, for the benefit and protection of the Association, the owners and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for Installing Satellite Dishes and Antennas be and hereby are adopted:

1. No antenna or satellite dish of any kind shall be permitted or installed without the prior written approval of the Association. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna

or satellite dish.

2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purposes of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(es)". Satellite dishes which are designated to receive satellite signals which are larger than one meter (39 inches) are prohibited.
3. The following provisions shall be applicable to a Permitted Satellite Dish:
 - (a) *Location.* Permitted Satellite Dish(es) must be installed wholly within a condominium unit, or within the limited common element patio, balcony or common element within thirty-six (36) inches from the building structure as such resident occupies. Installation of a Permitted Satellite Dish on a common element or limited common element does not convert the common element or limited common element into individually owned property. Only one (1) Permitted Satellite Dish per unit may be installed by an Owner.
 - (b) *Installation.*
 - (1) Any resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules 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 Permitted Satellite Dish to be installed, the installer, the proposed location of such installation and the method and manner of installation to include wiring or cabling.
 - (2) No Permitted Satellite Dish may be installed on any of the other the 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). A Permitted Satellite Dish may not protrude above the roofline.
 - (3) All installations 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.
 - (4) The Association shall have the right to require reasonable screening of a Permitted Satellite Dish, including but not limited to all cables and wires, so long as the screening does not impair reception.

- (5) A Permitted Satellite Dish must be securely mounted to a base and/or tripod so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. A base and/or tripod must be installed so that same does not damage the wood trim or hardy plank exterior of the building, concrete or balcony and does not require holes be made in the wood trim or hardy plank exterior of the building, concrete or balcony.
 - (6) The installation of a Permitted Satellite Dish 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 and limited elements and potential safety hazards.
 - (7) No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
 - (8) Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 7:00 p.m, Monday through Saturday.
- (c) *Damages, Safety.*
- (1) Permitted Satellite Dish(es) 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) Permitted Satellite Dish(es) 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 Permitted Satellite Dish, 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 Permitted Satellite Dish; and
 - (ii) indemnify and hold harmless the Association for all such damage or loss.
- (d) *Maintenance.*
- (1) Owners who install or maintain Permitted Satellite Dish(es) are


responsible for all associated costs, including but not limited to costs to:

- (i) place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
 - (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 Permitted Satellite Dish;
 - (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
 - (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the Permitted Satellite Dish; and
 - (v) restore the Permitted Satellite Dish installation site(s) to their original condition.
- (2) If a Permitted Satellite Dish is installed on common and 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 Permitted Satellite Dish(es) and reinstallation. If maintenance requires the temporary removal of Permitted Satellite Dish, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating Permitted Satellite Dish(es) associated with their units before maintenance begins and replacing Permitted Satellite Dish(es) afterwards, if an Owner so desires. If the Permitted Satellite Dish is not removed by the Owner in the required time, then the Association may remove the Permitted Satellite Dish(es) at the Owner's expense. The Association is not liable for any damage to Permitted Satellite Dish 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 Permitted Satellite Dish.
- (2) No Permitted Satellite Dish shall ever be used for the transmission of any signal whatsoever and same satellite dish shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.

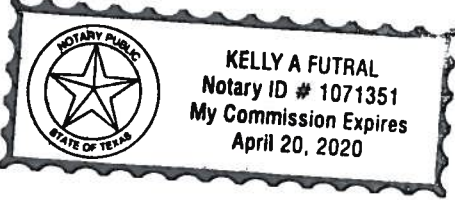
- (3) No Permitted Satellite Dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.
- 4. Should these rules be violated, the Association may levy and enforce the collection of fines pursuant to the then existing 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. If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

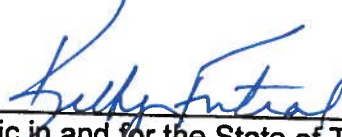

Leonard Simmons, ^{President} Secretary of
 Waterman Crossing Condominium Association,
 a Texas non-profit corporation

102

THE STATE OF TEXAS §
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 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of June, 2016, by Leonard Simmons, ~~Secretary~~ of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.





 Notary Public in and for the State of Texas

EXHIBIT "A"
WATERMAN CROSSING CONDOMINIUM ASSOCIATION
SATELLITE DISH AGREEMENT

Owner: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner, acknowledge receipt of the "Rules for Installing Satellite Dishes and Antenna" established by the Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association") for the installation of satellite dish antennas at Waterman Crossing in Houston, Harris County, Texas. With regard to such Rules, I agree as follows:

1. That I will comply with and abide by such Rules.
2. That I understand and agree that I have or will install and operate the satellite dish 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 satellite dish, 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 satellite dish.

Owner:

Witness: _____

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.

FILED FOR RECORD
8:00 AM

AUG 23 2016

Stan Stewart
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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

AUG 23 2016



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS