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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(RAINWATER HARVESTING SYSTEMS)**

AS PER ORIGINAL

The undersigned Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on 12-8, 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 Declaration of Covenants Conditions and Restrictions (for) Grants Lake Tempos recorded under County Clerk's File No. 48986 the Real Property Records of Fort Bend County, Texas, together with any amendments thereto (the "Declaration"), the Association is charged with the responsibility for administering Grants Lake Tempos (the "Property") and the respective restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing rainwater harvesting systems consistent with the provisions of Section 202.007 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of lots at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of lots at the Property as to the of the Association, as follows:

**ASSOCIATION POLICY AS TO  
RAINWATER HARVESTING SYSTEMS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may install rain barrels or a rainwater harvesting system subject to the following guidelines.

- A. Rain barrels and rainwater harvesting systems shall not be installed on property that is:
  - 1. owned by the Association (i.e., common areas);
  - 2. owned in common by the members of the Association (i.e., common elements); or
  - 3. located between the front of the owner's home and an adjoining or adjacent street.
- B. Rain barrels and rainwater harvesting systems must be of a color consistent with the color scheme of the owner's home.
- C. Rain barrels and rainwater harvesting systems shall not display any

language or content that is not typically displayed on said rain barrel or rainwater harvesting system as it is manufactured.

- D. Rain barrels larger than 55 gallons are prohibited.
- E. Rain barrels and rainwater harvesting systems shall be located in a place shielded from view of other townhomes, from streets or from outside the Property to the maximum extent possible. Rain barrels shall be installed in the patio areas only. Rain barrels shall not be stacked. Rain barrels must be freestanding and not attached to the buildings or fences.
- F. All installations shall be completed so that they do not materially damage the Common Area, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.
- G. Owners shall not permit their rain barrels and rainwater harvesting systems to fall into disrepair or to become a safety hazard. Owners shall be responsible for rain barrel and rainwater harvesting system maintenance repair and replacement and the correction of any safety hazard.
- H. Rain barrels and rainwater harvesting systems must have lids or covers to prevent and/or minimize mosquito infestations.
- I. Rain barrels and rainwater harvesting systems shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
- J. Rain barrels and rainwater harvesting systems shall not obstruct access to or exit from any townhome, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Property.
- K. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's townhome.
- L. Rain barrels and rainwater harvesting systems shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with the operation and

use of the rain barrel or rainwater harvesting system.

M. If rain barrels and rainwater harvesting systems are visible from the street or other townhomes, camouflaging said rain barrels and rainwater harvesting systems through inexpensive screening or plants is required, provided that such screening does not interfere with operation and use; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.

N. If rain barrels and rainwater harvesting systems are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of the rain barrels and rainwater harvesting systems. Rain barrels and rainwater harvesting systems must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.

O. If maintenance requires the temporary removal of rain barrels and rainwater harvesting systems, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating rain barrels and rainwater harvesting systems before maintenance begins and replacing rain barrels and rainwater harvesting systems afterward. If rain barrels and rainwater harvesting systems are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the rain barrels and rainwater harvesting systems.

P. Any Owner desiring to install a rain barrel and rainwater harvesting system must complete and submit a notification form (in the form attached hereto and marked as Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be submitted prior to the actual installation of the rain barrel and rainwater harvesting system. The notification form shall be used to ensure compliance with all safety objectives of these policies.

Q. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.

R. If the installation is other than routine (i.e. it fails to comply with one

or more of the above policies) for any reasons, installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10<sup>th</sup>) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.

S. This notification procedure shall apply only to the installation of rain barrels and rainwater harvesting systems. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.

T. If these policies are violated or if rain barrel and rainwater harvesting system installation poses a serious, immediate safety hazard, the Association, after written notice to the Owner in accordance with Section 209.006 of the Texas Property Code, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.

U. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

**GRANTS LAKE TEMPOS ASSOCIATION, INC.**, a  
Texas non-profit corporation

By: *Laura A. Simon*  
Laura A. Simon, Secretary

STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on this 22 day of Nov 2011, by [Signature], Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public - State of Texas

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

DUPLICATE DOCUMENT

EXHIBIT "A"  
AGREEMENT

Owner/Resident: \_\_\_\_\_

Unit No./Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned owner/resident acknowledge receipt of the "Policy as to Rainwater Harvesting Systems" (the "Policies") established by the Grants Lake Tempos Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at Grants Lake Tempos. With regard to such Policies, I agree as follows:

1. That I will comply with and abide by such Policies.
2. That I understand and agree that I have or will install and operate the rain barrel and rainwater harvesting system 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 rain barrel and rainwater harvesting system, 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 Grants Lake Tempos, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (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 rain barrel and rainwater harvesting system.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my rain barrel and rainwater harvesting system 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 rain barrel and rainwater harvesting system at the Property and provide proof of such liability insurance to the Association.

OWNER/RESIDENT

WITNESS

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2012 Jan 12 02:42 PM

LW \$31.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

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