

W007586

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC.
(GUIDELINES REGARDING SATELLITE DISHES AND ANTENNAS)**

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I, Barbara Talley, Secretary of WESTHOLLOW VILLA TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on July 30th, 2002, 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 Westhollow Villa Townhomes dated June 21, 1977 recorded under County Clerk's File No. F190707, et. seq., of the Real Property Records of Harris County, Texas, together with any amendments thereto (the "Declaration"), the Association is charged with the responsibility for administering Westhollow Villa Townhomes (the "Property") and the respective restrictive covenants set forth therein; and

WHEREAS, as directed by Congress in the Telecommunications Act of 1996, the Federal Communications Commission adopted certain rules (the "FCC Rules") concerning restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, multichannel multipoint distribution (wireless cable) providers, and television broadcast stations;

WHEREAS, pursuant to the FCC Rules, restrictive covenants which are inconsistent with the FCC Rules will no longer be enforceable;

WHEREAS, pursuant to the Declaration and Section 204.010(a) 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, pursuant to the Declaration and Section 204.010(a)(18) of the TEXAS PROPERTY CODE, the Board of Directors may adopt and modify architectural guidelines as the needs of the Property change; and

WHEREAS, the Board of Directors wishes to adopt reasonable restrictions governing the installation, maintenance and use of satellite dishes and/or antennas consistent with the FCC Rules.

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 satellite dishes and/or antennas 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. **ANTENNA.** Any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS). A mast, conduits, wiring or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
2. **COVERED ANTENNA.** An antenna covered by the FCC Rules which include the following:
 - (a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter;
 - (b) Antennas designed to receive Multipoint Distribution Service (MDS) service that are 39.4 inches (1 meter) or less in diameter;
 - (c) Antennas designed to receive television broadcast signals; and
 - (d) A mast supporting an antenna as described in (a),(b), and (c) herein above.
3. **DECLARATION.** Declaration of Covenants, Conditions and Restrictions for Westhollow Villa Townhomes dated June 21, 1977 recorded under County Clerk's File No. F190707, et. seq., of the Real Property Records of Harris County, Texas, together with any amendments thereto.
4. **PROPERTY.** Townhouse development commonly known as Westhollow Villa Townhomes located in Houston, Harris County, Texas.
5. **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 townhomes at Westhollow Villa Townhomes. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a townhome with the permission and consent of the Owner thereof.

SECTION II - INSTALLATION RULES

1. Owners may install Covered Antennas according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such Antenna; do not unreasonably increase the cost of installation, maintenance or use of such Antenna; or preclude reception of acceptable quality signals from Antennas.
2. Antennas shall be installed on solely on the individually owned property of the Owner installing such Covered Antenna. In the first alternative, the Covered

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Antenna should be attached to the brick fireplace/chimney stack in a location not visible from the front of the Owner's townhome. If an acceptable quality signal cannot be received, the second alternative is to attach the Covered Antenna to a mast located within the patio area/privacy area of the Owner's townhome provided that the overall height of the mast and the Covered Antenna combined is not taller than the height of the shortest privacy fence surrounding the Owner's patio area/privacy area. If an acceptable quality signal cannot be received, the third alternative is to attach the Covered Antenna by using a non-penetrating mount to the rear of the Owner's townhome through the fascia board into a structural member such as a roof truss, roof joist, ceiling rafter or soffit stiffener (mounting to the fascia board only is not permissible) or to the rear/alley vertical wall into a structural member such as a stud, jack stud, header, rafter or end joist (mounting to the hardiboard alone is not permissible). If an acceptable quality signal cannot be received, the fourth alternative is to attach the Covered Antenna to a vertical side wall into a structural member such as a stud, jack stud, header, rafter or end joist (mounting to the hardiboard alone is not permissible). If an acceptable quality signal still cannot be received, Covered Antennas shall be located in a place shielded from view of other townhomes, from streets or from outside the Property to the maximum extent possible.

3. Television Broadcast Covered Antennas must be installed inside a townhome (i.e. inside an attic) whenever possible. If an acceptable quality signal still cannot be received, Television Broadcast Covered Antennas shall be located in a place shielded from view of other townhomes, from streets or from outside the Property to the maximum extent possible.
4. Antennas shall not encroach upon any of the Common Area of the Property, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property.
5. If Antennas can receive acceptable quality signals from more than one location, then Antennas must be located in the least visible preferred location. This section does not permit installation on Common Property.
6. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
7. 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.
9. Any installer of an Antenna, other than the Owner, shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

(a) Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.

(b) Worker's Compensation: Statutory limits.

The purpose of this rule is to ensure that Antennas are installed in a manner that complies with all applicable building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents at the Property.

10. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near antennas, including but not limited to, damage from wind velocity.
11. No more than one Covered Antenna per townhouse providing the same service may be installed by an Owner.
12. Installation of Antennas shall only occur between the hours of 8:00 a.m. and 6:00 p.m.

SECTION III - MAINTENANCE

1. Owners who install or maintain Antennas are responsible for all associated costs, including but not limited to costs to:
 - (a) Install, repair, maintain, replace, move or remove Antennas;
 - (b) Repair damage to any property caused by Antennas installation, maintenance or use;
 - (c) Pay medical expenses incurred by person injured by Antenna installation, maintenance or use;
 - (d) Reimburse other Owners and residents of the Association for damage caused by Antenna installation, maintenance or use; and
 - (e) Restore Antenna installation sites to their original condition.
2. Owners shall not permit their Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Antenna maintenance repair and replacement and the correction of any safety hazard.
3. If Antennas become detached, Owners shall repair such detachment or remove the Antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the Antenna without liability and at the sole cost and

expense of the Owner. The Association is not liable for any damage to the Antenna caused by the Association's removal.

SECTION IV - SAFETY

1. Antennas 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.
2. Unless the above cited laws, ordinances and regulations require a greater separation, Antennas shall not be placed within twelve (12) feet of power lines (above ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas 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.
4. 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.
5. To prevent electrical and fire damaged, Antennas shall be permanently grounded.
6. Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the Antennas and such exterior wiring from injury.

SECTION V - ANTENNA CAMOUFLAGING

1. Antennas 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 reception or impair the ability to receive a signal.
2. If Antennas are visible from the street or other townhomes, camouflaging said Antennas through inexpensive screening or plants is required, provided that such screening does not interfere with reception or impair the ability to receive a signal; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.
3. Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth in Section IV, Paragraph 6 herein above.

SECTION VI - MAST INSTALLATION

1. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
2. Masts extending twelve (12) feet or less beyond the roofline may be installed subject to the regular notification process set forth below. Masts extending more than twelve (12) feet above the roofline must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for a mast higher than twelve (12) feet above the roofline must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the need for a mast higher than twelve (12) feet above the roofline. If this installation will pose a safety hazard to the residents of the Association and personnel, then the Association may prohibit such installation. The notice of rejection shall specify the safety risks.
3. Masts must be installed by licensed and insured contractors, and meet the requirements set forth in Section II Paragraph 9 herein above.
4. Masts shall be painted to match to color of their surroundings.

SECTION VII - ANTENNA REMOVAL

1. Covered Antennas removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

SECTION VIII - ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED

1. If Antennas are installed on property that is maintained by the Association, the Owners retain the responsibility for Antenna maintenance. Antennas 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.
2. If maintenance requires the temporary removal of Antennas, the Association shall provide Owners with ten (10) days written notice. The Owners shall be responsible for removing or relocating Antennas before maintenance begins and replacing Antennas afterward. If Antennas 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 Antenna.

SECTION IX - NOTIFICATION PROCEDURES

1. Any Owner desiring to install an Antenna 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 Antenna. The notification form shall be used to ensure compliance with all safety objectives of these Guidelines.
2. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.
3. If the installation is other than routine (i.e. it fails to comply with one or more of the above Guidelines) 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 (10th) 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.
4. This notification procedure shall apply only to the installation of Antennas. 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.

SECTION X - ENFORCEMENT

1. If these Guidelines are violated or if Antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction or the Federal Communication Commission. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Guidelines.

SECTION XI - SEVERABILITY

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

WITNESS MY HAND on this 30th day of July, 2002.

WESTHOLLOW VILLA TOWNHOMES ASSOCIATION,
INC., a Texas non-profit corporation

*for
more*

By: *Barbara Talley*
Barbara Talley, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 30th day of July, 2002, by Barbara Talley, Secretary of Westhollow Villa Townhomes Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Melinda Wahl
Notary Public - State of Texas

RECORDED AND RETURN TO:
Frank, Elmore, Lievens, Chesney & Turet, L.L.P
Attn: Richard C. Lievens
808 Travis, Suite 2600
Houston, Texas 77002



FILED
2002 AUG 13 PM 1:56
Becky A. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT "A"
NOTIFICATION AND AGREEMENT

Owner/Resident: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Satellite Dishes and Antennas" (the "Guidelines") established by the Westhollow Villa Townhomes Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of satellite dish and antennas at Westhollow Villa Townhomes. 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 satellite dish and/or antenna 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/or antenna, 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 Westhollow Villa Townhomes, 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 satellite dish and/or antenna.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my satellite dish and/or antenna 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 satellite dish and/or antenna at the Property and provide proof of such liability insurance to the Association.
4. Attached hereto is a detailed description which includes all information relevant and related to the installation of the satellite dish and/or antenna, including but not limited to, the location where same will be installed, a brief description of the dish and/or antenna to be installed, mast size and height if applicable and name of installer.

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

1555-13-0-1202

Record ~~at~~ Return:
Frank Elmore Liewens

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 this date and of the form
described herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

AUG 13 2002



Dorely L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS