

**SECRETARY'S CERTIFICATE OF  
Grants Lake Tempos Association, Inc.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions, Grants Lake Tempos" filed for record under County Clerks File No. 820448985, Book 196, Page 684, et. Seq. of the Deed Records of Fort Bend County, Texas (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

- Rules and Regulations for Grants Lake Tempos Association, Inc.,  
Effective March 1, 2011

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 1<sup>st</sup> day of March, 2011

*Michele Strauss*

\_\_\_\_\_  
Michele Strauss, Secretary of  
Grants Lake Tempos Association, Inc.  
a Texas non-profit Corporation

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the 1<sup>st</sup> day of March, 2011, by Michele Strauss, Secretary for Grants Lake Tempos Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

*Kelly Futral*

\_\_\_\_\_  
Notary Public in and for the State of Texas

Record and Return to: Grants Lake Tempos Association, Inc.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



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201106724

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**GRANTS LAKE TEMPOS ASSOCIATION, INC.  
RULES AND REGULATIONS  
MARCH 2011**

Screens

Screens are required on all windows and both patio doors. Screens must be kept in good and working condition. Solar screens must be brown/bronze in color and meet the standards of First Colony Community Association, Inc. Contact FCCA 281-634-9500.

Screen/Storm Doors

All screen and storm doors must meet the standards of First Colony Community Association, Inc. and be either the color black, medium brown or dark brown frame.

Window Coverings

Blinds/Drapes and curtains must be neutral in color (white, beige, brown) and kept in good condition (no bent or torn blinds or draperies).

Patio Use

All patios must be used for leisure only. Patios are not for the use for storage with the exception of bicycles. All patios must be kept clean and free of weeds, debris and items that are not patio furnishings, plants or the like. Trees and hedges must be kept trimmed and groomed and away from the exterior siding and roof.

Bicycles

All bicycles must be stored out of view either in the townhome or on the individual patio. No bicycle shall be stored in the common areas, front entrance or side of a townhome.

Satellite Dish

Satellite dishes must be installed on the fascia boards of the unit, not on the roof (shingles), trim, exterior siding

## Rules and Restrictions

Page 2

or chimney. It is acceptable to drop the third (3<sup>rd</sup>) leg of satellite dish to the trim or siding area only. The bulk of the weight of the dish must be supported by the fascia board. The cables (black or brown in color only, no white is permitted) must be hidden as much as possible and installed using brown wooden clips with screws for cables every eighteen (18") inches.

Satellite dishes are prohibited to be installed in the common areas such as in the ground next to a townhome.

### Skylights and Covers

Coverings for Skylights - tarps or like covers draped over or tucked into the frame of the skylight are not permitted. Applying film to inside or the outside of the skylight is not permitted as well. Four (4) legged skylight covers are permissible installed to the height allowed by First Colony Community Association.

### Pets

All owners and residents must walk their dog(s) on a leash and pick up their pet(s) refuse. The City of Sugar Land requires all pet(s) to be on a leash at all times. No pet should be kept, housed or fed on the patio, front porch or any portion of the common areas.

### Ducks

Feeding of ducks and ducklings is strictly prohibited.

### Noise

It is unlawful in the City of Sugar Land for any person to intentionally or knowingly make or create any noise of such volume, intensity or duration as to disturb or annoy a reasonable person of normal sensitivity in the usual expected enjoyment of the use of the townhome. The level, frequency, duration and proximity of the noise to the surrounding townhomes and the time of day or night the noise occurs shall determine violation of the Rules and Restrictions for Grants Lake Tempos Association, Inc. and

## Rules and Restrictions

Page 3

the City of Sugar Land. Be kind to your neighbors when operating Television sets, stereos and Gaming toys. What may not appear to be excessive in volume to you may be to the townhomes surrounding you within or around your building.

### Loitering

Owners and Residents are not permitted to gather in the common areas, carports or parking areas. Loitering around any townhome is not permitted as this may disturb the quality of peace to surrounding townhomes.

### Parking

All Owners and Residents are expected to use the assigned carport for primary vehicle parking. Additional parking is available throughout the community for use. STORAGE OF VEHICLES, WHETHER OPERABLE OR INOPERABLE IS NOT PERMITTED. No vehicle is permitted to be kept upon the property that is inoperable, does not have a valid registration or inspection sticker. Towing is enforced. No trucks, trailers, boats or other recreational vehicles permitted to be parked or stored upon the property.

### Pool Use

Swim at your own risk. There is no life guard on duty. Observe posted rules and regulations. Notify Management of any intended party in excess of a few guests. Grants Lake Tempos Association, Inc. reserves the right to refuse use of the pool to any person in violation of the posted rules. Children must be accompanied by parent, guardian or other adult.

### Alterations and Modifications

Alterations or modifications made to the limited common elements of a townhome are to be approved by the Board of Directors or appointed Architectural Compliance Committee. Requests must be placed in writing with an accompanying example (drawing or brochure) of the modification and meet First Colony Community Association guide lines.

## Rules and Restrictions

Page 4

### Benches

Benches placed at the front door entrance of townhomes or other common areas are permitted but must be maintained in excellent condition and be brown or black in color.

### Trellises/Vines

Trellises and/or other vines are permitted on patio brick walls or brick walls only. Vines should not be permitted to grow onto the wood or siding of the townhomes. Owners and/or Residents are responsible for regular maintenance and trimming.

### PENALTY

Grants Lake Tempos Association, Inc. shall impose a fine upon an owner for continued violation of the By-Laws, Rules and Restrictions per occurrence until the violation is rectified. In the event it becomes necessary, Grants Lake Tempos Association, Inc. shall file claim against said owner or owners to the extent the law provides until such time as there no longer remains a violation. Additionally, action may be taken by the Association to correct a common or limited common element violation at the expense of the owner or owners.

Ret: Bartley + Spears PC  
14811 St. Marys Lane Ste 270  
Houston TX 77079

FILED AND RECORDED

FILED FOR PUBLIC RECORDS

*Wiane Arison*

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2016-06-20

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CLERK OF DISTRICT COURT

HOUSTON, TEXAS



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BARTLEY & SPEARS PC

TEL 281 493 1529

P 005

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09/02/99 11-310-100

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GRAITS LAKE TEMPOS ASSOCIATION, INC.

RESOLUTION 09/27/99 161109901 7988224

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COLLECTION POLICY FOR DELINQUENT ACCOUNTS

WHEREAS, the Board of Directors (the "Board") of Gruits Lake Tempus Association, Inc. (the "Association") is charged with the responsibility of collecting assessments for common expenses from Owners pursuant to the Declaration of Covenants, Conditions and Restrictions for First Colony, dated June 18, 1982, and recorded in Volume 1059, Page 152, et seq., of the Official Public Records of Real Property of Fort Bend County, Texas; the Declaration of Covenants, Conditions and Restrictions for Gruits Lake Tempus, dated November 2, 1982, and recorded in Volume 1096, Page 684, et seq., of the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration"); and the Articles of Annexation, dated November 22, 1982, and recorded in Volume 1101, Page 149, et seq., of the Official Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, the Board of Directors declares and adopts this Resolution Collection Policy for Delinquent Accounts, hereby revoking any and all previous Resolutions pertaining to the maintenance collection policy heretofore made by the Board of Directors, and

WHEREAS, from time to time Owners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current, and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue, and

WHEREAS, the Board has retained the firm of Bartley & Spears, P.C. for their experience in representing condominium and homeowners associations in collections and other matters (the "Association's Attorneys"); and

WHEREAS, the Board has directed the Association's Attorneys to represent the Association on the terms outlined in this Resolution;

NOW, THEREFORE,

BE IT RESOLVED that the Association's Attorneys shall pursue all collection and other matters which the Board, acting through Association Management, Inc. (the "Manager"), may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require; and

FILE FOR RECORD  
8:00AM

SEP 27 1999

*George B. Kaufman*  
County Clerk, Harris County, Texas

038

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: OCT 21 2002  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*CUC T Lien*

CUC T. LIEN Deputy

520 26 3145

07208314/7-149-100

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's Attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including, but not limited to, fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Owner who is more than thirty (30) days delinquent in the payment of regular or special assessments, or other charges authorized by the Declaration, a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment, and that if the account is not paid in full within thirty (30) days, it will be turned over to the Association's Attorneys for collection and the Owner will be liable for payment of all costs imposed by the Association's Attorneys to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Manager is directed to refer any account which remains delinquent for thirty (30) days after the First Notice to the Association's Attorneys for collection; and

BE IT FURTHER RESOLVED that the Manager is directed to consult with the Association's Attorneys and turn over for collection immediately any account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the lot; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's Attorneys for collection:

1. All contacts with a delinquent Owner shall be handled through the Association's Attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly unless one of the Association's Attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association until the account has been brought current.
3. The Association's Attorneys' legal fees shall be assessed against each delinquent unit and its Owner (including repeat offenders) when incurred by the Association. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and Owner and shall be collectable as an Assessment and personal obligation of the Owner as provided in the Declaration.
4. The Association's Attorneys shall give notice, as allowed in the Declaration, to the delinquent Owner that, if the delinquent account is not brought current within the time stated, or a satisfactory agreement has not been reached to accomplish this,

039

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: OCT 21 2002  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*CUC T Lien*

CUC T. LIEN Deputy



52B 26 3146

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foreclosure will be pursued for satisfaction of such obligation.

- 5. To the extent that the Association's Attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, provided, however, that any payment plan which provides for monthly payments of the current assessment amount for a duration in excess of twelve (12) (18) months shall require the approval of the Board president.
- 6. Where, at the expiration of the period specified in the Association's Attorneys' demand letter, an amount remains delinquent and without a payment plan embodied in a signed Agreement Lettic, evidencing the terms of payment, or in the event of a default under that terms of the agreement, the Association's Attorneys are authorized to take such further action as they, in consultation with the Board president, believe to be in the best interest of the Association, including, but not limited to:
  - a. Filing suit against the Owner for money due pursuant to the Declaration; or
  - b. Instituting a nonjudicial action for foreclosure of the Association's lien, pursuant to the Declaration and/or the Texas Uniform Condominium Act; or
  - c. Filing a Proof of Claim in bankruptcy.

This Resolution was adopted by the Board of Directors on 9-8 1999, and shall be effective on 9-8-99, 1999.

*Janet C. Musselman*  
 Janet C. Musselman Director

*Vera Felder*  
 Vera Felder Director

*Kevin Saquer*  
 Kevin Saquer Director

*Amy Hamblain*  
 Amy Hamblain Director

040

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY  
 ATTEST OCT 21 2002  
 BEVERLY B. KAUFMAN, County Clerk  
 Harris County, Texas

*CUC T Lien*  
 CUC T. LIEN Deputy

0720031477-140-200

528 26 3147

SECRETARY'S CERTIFICATE OF ADOPTION OF RESOLUTION BY BOARD OF DIRECTORS OF GRANTS LAKE TEMPOS ASSOCIATION, INC.

I, Kevin Sager, certify that I am the duly qualified and acting Secretary of Grants Lake Tempos Association, Inc., a duly organized and existing non-profit Texas corporation.

I further certify that the foregoing Resolution was duly adopted by the Board of Directors of Grants Lake Tempos Association, Inc. at a meeting that was legally held on 9-8-99, 19 99, and entered in the Minutes of the Meeting which are contained in the Minute Book of the Corporation.

Dated: 9-8-99

Kevin Sager, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of September, 1999, by KEVIN SAGER, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

PREPARED IN THE LAWS OFFICES OF:

BARTLEY & SPEARS, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

AFTER RECORDING RETURN TO:

BARTLEY & SPEARS, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

NOT PROVISIONAL... SEP 27 1999



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

041

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
OCT 27 2002
ATTEST
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN Deputy

Return to:  
Bartley & Spears P.C.  
14811 St. Marys Lane  
Suite 270  
Houston TX 77079

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2002 NOV 05 12:27 PM 2002121.109  
JEM \$13.00  
DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS



**SECRETARY'S CERTIFICATE  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Resolution Regarding Assessments for Violation of Rules and Regulations**

The undersigned, being the duly elected, qualified and acting Secretary of GRANTS LAKE TEMPOS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on March 19, 2007.

WHEREAS, the Association is responsible for governance and maintenance of GRANTS LAKE TEMPOS ASSOCIATION, INC. as described in the "Declaration of Covenants, Conditions and Restrictions of Grants Lake Tempos", filed under County Clerk's File Number 48986, Deed Records Volume 1096, Page 684 et seq., of the Real Property Records of Fort Bend County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and it's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and it's governing documents; and

WHEREAS, there is a need for a policy with regard to assessments for violation of the rules and regulations of GRANTS LAKE TEMPOS ASSOCIATION, INC.,

AND WHEREAS, the Board of Directors of GRANTS LAKE TEMPOS ASSOCIATION, INC., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of GRANTS LAKE TEMPOS ASSOCIATION, INC. sets the policy as follows:

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. If the matter is not cured immediately, the unit owner will be sent a Second Notice;

The Second Notice will advise the unit owner that he has the right to request a hearing before the Board of Directors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment ranging from \$25.00 to \$200.00 will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Third Notice;

The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for GRANTS LAKE TEMPOS ASSOCIATION, INC.;

The Fourth Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for GRANTS LAKE TEMPOS ASSOCIATION, INC.;

The Fifth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for GRANTS LAKE TEMPOS ASSOCIATION, INC..

Should the violation not be cured after processing the Fifth Notice, the Unit and Violation will be discussed among the Members of the Board at a Board of Directors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured upon imposing the initial violation fine, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the lot owner.

Payment for all costs incurred will become the responsibility of the unit owner.

Geraldine M. Torno  
Geraldine M. Torno, Secretary for  
Grants Lake Tempos Association, Inc.  
a Texas Non-Profit Corporation

3. 29. 07  
Date



THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 19 day of March, 2007, by Geraldine M. Torno, Secretary of GRANTS LAKE TEMPOS ASSOCIATION, INC., a Texas non-profit Corporation, on behalf of said corporation.

Theresia A. Kellum  
Notary Public in and for the State of Texas

Record and Return to: GRANTS LAKE TEMPOS ASSOCIATION, INC.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2008 Apr 02 04:11 PM

2008034601

DA \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

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**SECRETARY'S CERTIFICATE  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Resolution Regarding Application of Funds**

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The undersigned, being the duly elected, qualified and acting Secretary of GRANTS LAKE TEMPOS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on March 19, 2007.

WHEREAS, the Association is responsible for governance and maintenance of GRANTS LAKE TEMPOS ASSOCIATION, INC. as described in the Declaration of Covenants, Conditions and Restrictions of GRANTS LAKE TEMPOS ASSOCIATION, INC., filed under County Clerk's File Number 48986, Deed Records Volume 1096, Page 684 et seq., of the Real Property Records of Fort Bend County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and it's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and it's governing documents; and

WHEREAS, there is a need for a policy with regard to application of funds for GRANTS LAKE TEMPOS ASSOCIATION, INC.,

AND WHEREAS, the Board of Directors of GRANTS LAKE TEMPOS ASSOCIATION, INC., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of GRANTS LAKE TEMPOS ASSOCIATION, INC. sets the policy as follows:

Any and all payments that are received on behalf of the Association, either by the office of management or by the lockbox of the Association's banking institution be applied as follows;

Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

Geraldine M. Torna  
Geraldine M. Torna, Secretary for  
Grants Lake Tempos Association, Inc.  
a Texas Non-Profit Corporation

3-19-2007  
Date

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 19 day of March, 2007, by Geraldine M. Torna, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Thresia A. Kellum  
Notary Public in and for the State of Texas

Record and Return to: Grants Lake Tempos Association, Inc.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



Resolution Regarding Application of Funds  
for  
Grants Lake Tempos Association, Inc.

**FILED AND RECORDED**

Page 2 of 2

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2008 Apr 02 04:11 PM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(ALTERNATE PAYMENT SCHEDULES)**

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 November 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 alternate payment schedules consistent with the provisions of Section 209.0062 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 policy of the Association, as follows:

**ASSOCIATION POLICY AS TO  
ALTERNATE PAYMENT SCHEDULES**

An owner delinquent in the payment of assessments (regular or special) to the Association may enter into an alternate payment schedule with the Association without incurring any additional monetary penalties. However, the term "monetary penalties" does not include reasonable costs associated with administering the payment plan or interest. The owner shall be responsible for the payment of the reasonable costs associated with administering the payment plan or interest.

The Association shall approve payment plans for a term of not more than six (6) months. The minimum payment plan term shall be three (3) months. The owner shall submit a request for a payment plan to the Association or the Association's managing agent, and such request shall specify the term of the payment plan being requested by the owner.

The Association shall charge Twenty-five and No/100 Dollars (\$25.00) per month to cover the reasonable costs to administer the payment plan. For example, the administrative costs for a six (6) month payment plan would be

\$150.00. The administrative costs for a three (3) month payment plan would be \$75.00. The administrative costs will be added to the total amount to be paid pursuant to the payment plan.

In addition to the installment payments for the past due amounts and administrative costs, the owner must pay the regularly accruing monthly assessments prior to delinquency.

Failure to pay any of the installments agreed to on or before the respective due date or the failure to pay the regular monthly assessments prior to delinquency shall result in the payment plan being automatically revoked and withdrawn and the Association shall be entitled to proceed with further collection and legal action.

The Association is not required to enter into a payment plan with an owner who fails to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan.

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

By: *Laura Simon*, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 9th day of November 2011, by Laura Simon, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*  
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



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2011 Nov 16 02:27 PM

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JH \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(DOCUMENT RETENTION)**

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 November 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 the retention of documents consistent with the provisions of Section 209.005(m) 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 policy of the Association, as follows:

ASSOCIATION POLICY AS TO  
DOCUMENT RETENTION

It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the foregoing shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
6. Tax returns and audit records shall be retained for at least seven (7) years.

The Association shall not be required to retain any documents not shown



herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records, and shall no longer be available for review or inspection.

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

By: *Laura Simon*, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this *9th* day of *November* 2011, by *Laura Simon*, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*  
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

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*Dianne Wilson*

2011 Nov 16 02:27 PM      2011115243  
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Dianne Wilson COUNTY CLERK  
FT BEND COUNTY TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(RECORD PRODUCTION AND COPYING)**

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 November 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 the production and copying documents consistent with the provisions of Section 209.005(i) 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 policy of the Association, as follows:

ASSOCIATION POLICY AS TO  
RECORD PRODUCTION AND COPYING

I. BOOKS AND RECORDS.

- A. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 209.005 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.
- B. The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 209.008(d) of the Texas Property Code.
- C. The Association is not required to release or allow inspection of any

books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information (including records of payment or non-payment of amounts due to the Association), an owner's contact information (other than the owner's address), or information related to an employee of the Association (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

- D. The Association may release or allow inspection of any of the books and records described in Section I.C. if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.
- E. The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

## II. WRITTEN REQUEST AND NOTICES.

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
  - 1. If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10<sup>th</sup>) business after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.
  - 2. If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10<sup>th</sup>)

business day after the date the Association receives the written request, except as otherwise provided in this policy.

- B. If the Association is unable to produce the books and records requested on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable to produce the information on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15<sup>th</sup>) business day after the date notice under this section is given.
- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs for labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged based upon the following:

COPY COSTS	\$0.10 per page for 8 ½ x 11 pages
	\$0.50 per page for pages 11 x 17 or greater
	Actual costs for specialty paper (color, photographs, maps, etc.)
	\$1.00 for each CD or audio cassette
	\$3.00 for each DVD
LABOR	\$15.00 per hour for actual time to locate, compile, and reproduce books and records (if copy request is more than 50 pages)

OVERHEAD	20% of total labor charge (if copy request is more than 50 pages)
MATERIALS	Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and reproduce books and records
POSTAGE	Actual cost

- B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the Association as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be issued to the owner not later than the thirtieth (30<sup>th</sup>) business day after the date the final invoice is sent to the owner. The Association shall determine estimated costs of compilation, production and reproduction based upon the amounts shown in Section III.A. herein above.

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

By:  \_\_\_\_\_  
Laura Simon, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 9th day of November 2011, by Laura Siroen, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral  
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



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2011 Nov 16 02:27 PM

JH \$27.00

2011115244

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS





**CERTIFICATE OF CORPORATE RESOLUTION OF  
 BOARD OF DIRECTORS  
 GRANTS LAKE TEMPOS ASSOCIATION, INC.  
 (RELIGIOUS DISPLAYS)**

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 November 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 religious displays consistent with the provisions of Section 202.018 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  
 RELIGIOUS DISPLAYS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious beliefs.

The display or affixing of religious items is prohibited if same:

1. threatens the public health or safety;
2. Violates a law;
3. Contains language, graphics, or any display that is patently offensive to a passerby;
4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty-five (25)

square inches.

An owner or resident is not authorized to use material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association's restrictive covenants or in accordance with the requirements of the Association's dedicatory instruments.

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

By: *Laura Simon*, Secretary

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 9th day of November 2011, by Laura Simon, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*  
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

**FILED AND RECORDED**

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*Dianne Wilson*

2011 Nov 16 02:27 PM

2011115247

JH \$15.00

Dianne Wilson COUNTY CLERK  
FT BEND COUNTY TEXAS

42



**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(DISPLAYED FLAGS AND FLAGPOLES)**

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 displayed flags and flagpoles consistent with the provisions of Section 202.011 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  
DISPLAYED FLAGS AND FLAGPOLES**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display flags and install flagpoles subject to the following guidelines.

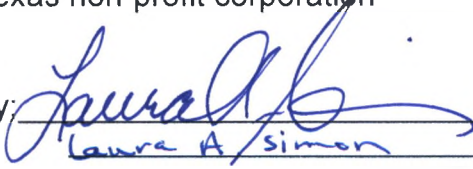
- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
  - 1. owned by the Association (i.e., common areas); or
  - 2. owned in common by the members of the Association (i.e., common elements).
  
- B. Each owner may install or erect not more than one (1) flagpole on their individually owned lot that is not more than twelve (12) feet in height. Flagpoles must be installed or erected in the fenced patio area only. Flagpoles must be freestanding. Flagpoles cannot be attached to the buildings or fences.

- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Owners and residents shall take all necessary steps and precautions to abate any nuisance caused by the illumination of displayed flags. All lights used to illuminate displayed flags shall be of a size, location and intensity that do not constitute a nuisance or disturbance to other residents at the Property. Such lights shall be located so same do not shine directly into the windows and doors of other townhomes or into the sight line of passing vehicular traffic.
- F. The flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces may be displayed. In addition, the display of other flags (such as college flags, sports team flags, holiday flags, etc) is allowed to the extent the displayed flag is not offensive as shall be determined by the Board in its sole discretion.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A freestanding flagpole shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling.
- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.
- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. 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.

- N. If displayed flags or flagpoles are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of displayed flags and flagpoles. Displayed flags and flagpoles 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 displayed flags and flagpoles, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating displayed flags and flagpoles before maintenance begins and replacing displayed flags and flagpoles afterward. If displayed flags and flagpoles 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 displayed flags and flagpoles.
- P. If these policies are violated or if displayed flags and flagpoles 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.
- Q. 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, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 22 day of November 2011, by Laura A Simon, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Vincenza Jones  
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

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Diane Wilson

2012 Jan 12 02:42 PM

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Diane Wilson COUNTY CLERK  
FT BEND COUNTY TEXAS



62



**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, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

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



*Vincenza Jones*  
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

**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 for 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: \_\_\_\_\_

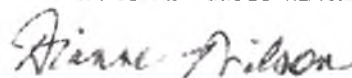
Signature: \_\_\_\_\_

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

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

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



2012 Jun 12 02:42 PM

2012064381

LW \$31.00

Diane Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



84

**CERTIFICATE OF CORPORATE RESOLUTION  
OF BOARD OF DIRECTORS OF  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(AMENDED GUIDELINES REGARDING SOLAR ENERGY DEVICES)\*\*\***

The undersigned Secretary of GRANTS LAKE TEMPOS ASSOCIATION, INC., 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 6, 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**, 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; and

**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 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 adopts 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. Declaration of Covenants Conditions and Restrictions (for) Grants Lake Tempos recorded under County Clerk's File No. 48986 of the Real Property Records of Fort Bend County, Texas, together with any amendments thereto.
3. PROPERTY. Subdivision or townhouse development commonly known as Grants Lake Tempos located in Fort Bend 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 lots at Grants Lake Tempos. 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 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. Solar energy devices shall be installed solely on the individually owned property of the Owner installing such solar energy devices. Solar energy devices should be installed in the enclosed patio area below the fence line. The solar energy device shall be located in a place shielded from view of other townhomes, from streets or from outside the Property to the maximum extent possible. Solar energy devices shall not be installed on the roofs, because the Association maintains the roofs at Grants Lake Tempos. In addition, solar energy devices shall not be attached to the building exteriors, because the Association maintains the building exteriors.
3. Solar energy devices 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.
4. If solar energy devices can be installed in more than one location, then the Solar energy devices must be located in the least visible preferred location. This section does not permit installation on Common Areas, roofs maintained by the Association, or building exteriors maintained by the Association.
5. 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.
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. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
  8. Any installer of a solar energy device, 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 solar energy devices 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.
9. Solar energy devices must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the solar energy devices, including but not limited to, damage from wind velocity.
  10. Installation of solar energy devices shall only occur between the hours of 8:00 a.m. and 5:00 p.m.

### **SECTION III - MAINTENANCE**

1. Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
  - (a) Install, repair, maintain, replace, move or remove solar energy devices;
  - (b) Repair damage to any property caused by solar energy devices installation, maintenance or use;
  - (c) Pay medical expenses incurred by person injured by solar energy devices installation, maintenance or use;
  - (d) Reimburse other Owners and residents of the Association for damage caused by solar energy devices installation, maintenance or use; and
  - (e) Restore solar energy devices installation sites to their original condition.
2. Owners shall not permit their solar energy devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for solar energy device maintenance repair and replacement and the correction of any safety hazard.

3. If solar energy devices become detached, Owners shall repair such detachment or remove the solar energy devices within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the solar energy devices without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the solar energy devices caused by the Association's removal.

#### **SECTION IV - SAFETY**

1. Solar energy devices 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, solar energy devices 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. Solar energy devices 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, solar energy devices 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 solar energy devices and such exterior wiring from injury.

#### **SECTION V - SOLAR ENERGY DEVICES CAMOUFLAGING**

1. Solar energy devices 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 or impair the operation of the solar energy device.
2. If solar energy devices are visible from the street or other townhomes, camouflaging said solar energy devices through inexpensive screening or plants is required, provided that such screening does not interfere with or impair the operation of the solar energy device; 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 - SOLAR ENERGY DEVICE REMOVAL**

1. Solar energy device 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 VII - ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH SOLAR ENERGY DEVICES ARE INSTALLED**

1. If solar energy devices are installed on property that is maintained by the Association, the Owners retain the responsibility for solar energy devices maintenance. Solar energy devices 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 solar energy devices, the Association shall provide Owners with not less than ten (10) days written notice. The Owners shall be responsible for removing or relocating solar energy devices before maintenance begins and replacing solar energy devices afterward. If solar energy devices 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 solar energy devices.

#### **SECTION VIII - NOTIFICATION PROCEDURES**

1. Any Owner desiring to install a solar energy device 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 solar energy device. 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 (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.

- 4. This notification procedure shall apply only to the installation of solar energy devices. 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 IX - ENFORCEMENT**

- 1. If these Guidelines are violated or if solar energy device 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 Guidelines.

**SECTION X - 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 28 day of December, 2011.

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

By: Laura A. Simon, Secretary  
*(Signature: Laura A. Simon)*

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 28 day of December, 2011, by Laura A. Simon, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral  
Notary Public - State of Texas

AS PER ORIGINAL



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

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**\*\*\*THESE AMENDED GUIDELINES REGARDING SOLAR ENERGY DEVICES AMEND  
AND REPLACE IN THEIR ENTIRETY THOSE CERTAIN GUIDELINES REGARDING SOLAR  
ENERGY DEVICES RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO.  
2012004379.**

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**EXHIBIT "A"**  
**AGREEMENT**

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

Address/Lot No.: \_\_\_\_\_

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

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Solar Energy Devices" (the "Guidelines") established by the Grants Lake Tempos Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of solar energy devices at Grants Lake Tempos. 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 devices, 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 solar energy devices.
  
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 of such liability insurance to the Association.

**OWNER/RESIDENT**

**WITNESS**

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

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

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

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

Ret

FRANK, ELMORE, LIEVENS, CHESNEY  
& TURET, L.L.P.

ATTORNEYS AT LAW  
9225 KATY FREEWAY, SUITE 250  
HOUSTON, TEXAS 77024-1564

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2012 Jan 27 02:55 PM

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SP \$39.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



## GRANTS LAKE TEMPOS ASSOCIATION, INC.

### PARKING AND TOWING POLICY

WHEREAS, certain property in Fort Bend County, Texas has been platted and described as Grants Lake Tempos, under Volume 32, Page 3, Plat Records of Fort Bend County, Texas, as amended and/or supplemented (the "Subdivision");

WHEREAS, certain covenants, conditions and restrictions relating to the Subdivision have been memorialized in the Declaration of Covenants, Conditions and Restrictions Grants Lake Tempos, under Volume 1096, Page 684, in the Official Public Records of Fort Bend County, Texas, as amended and/or supplemented (the "Declaration");

WHEREAS, the Declaration provides certain powers and authority to the Grants Lake Tempos Association, Inc. (the "Association") regarding the Association's Properties and Common Area—as those terms are defined in the Declarations—including, but not limited to: (1) the right make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon; (2) the right to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon; and (3) exclusive control and management of parking areas in the Common Area other than specific carports assigned to Building Plots,

WHEREAS, TEX. PROP. CODE § 204.010(a)(6) provides that property owners' associations, acting through their boards of directors, may regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; and

WHEREAS, pursuant to the authority cited herein, the Association's Declarations, and Texas law, the board of directors (the "Board") of the Association, desires to adopt for the benefit of the Subdivision and the owners of property therein the following policies, regulations, guidelines, conditions and restrictions;

NOW, THEREFORE, the Board hereby adopts the following policies, regulations, guidelines, conditions and restrictions relating to parking within the Subdivision (the "Policy"), in order to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision:

1. There is one (1) numbered, covered parking space assigned to each Building Plot. Each Owner shall park his or her vehicle in the Owner's assigned space. No Owner, tenant, guest or invitee shall use any other Owner's assigned space at any time.
2. In order to accommodate all Owners, occupants and guests with the Subdivision's limited availability of parking, no more than three (3) vehicles owned or operated by the occupants of any single Building Plot—including said occupants' guests—shall remain parked in the Subdivision at any time.

3. Vehicles shall be parked only in the spaces designated as parking spaces. No unattended vehicle may be left in any driveway at any time.
4. There shall be no parking in the fire lanes or areas adjacent to the garbage dumpster areas, or in any area specifically designated "No Parking", "Fire Lane", "Tow Away" or similar designation.
5. It is strictly prohibited to park boats, buses, campers, trailers, recreational vehicles, semi-trucks and trailers, moving vans and/or construction vehicles in any area of the Subdivision.
6. Vehicles parked on grass, in fire lanes, handicapped zones, driveways, any areas marked "No Parking", "Fire Lane" and/or "Tow Away" and/or vehicles parked in reserved spaces in violation of this Policy can and will be towed with NO warning notice.
7. Abandoned and/or inoperable vehicles (e.g. expired inspection tags, expired registration, flat tires and/or extensive damage) will be towed with 48 hours notice.
8. Vehicles parked in assigned spaces and considered to be abandoned, inoperable or stored for an unreasonable period may be towed from the property after being given notice by a sticker posted on the vehicle or by a notice mailed to the address of the unit owner to whom a space is assigned. The determination of whether a vehicle is abandoned, inoperable or stored for an unreasonable period shall be up to the sole discretion of the Association's board of directors, which determination shall be reasonable. Any vehicle stored in the same place in excess of ten (10) consecutive days shall be deemed automatically stored for an unreasonable period.
9. Residents finding an unauthorized vehicle parked in their reserved space may call the wrecker service and request that it be towed. The wrecker company will require the sign an authorization from to tow the vehicle.

This Policy constitutes a "dedicatory instrument" as defined by TEX. PROP. CODE § 202.001(1) and shall be recorded in the Official Public Records of Real Property of Fort Bend County, Texas. The covenants, conditions, and/or restrictions contained herein shall constitute "restrictive covenant[s]" as that term is defined in TEX. PROP. CODE § 202.001(4). Pursuant to TEX. PROP. CODE § 202.004(b) the Association may initiate litigation affecting the enforcement of these restrictive covenants and, pursuant to TEX. PROP. CODE § 202.004(c), a court may assess civil damages for the violation of the restrictive covenants in this Policy in an amount not to exceed \$200 for each day of the violation.





CERTIFICATION:

I, Vincent S Palazzotta, Secretary of Grants Lake Tempos Association, Inc. (the "Association"), hereby certify that on or about the 28th day of April, 2017, at a duly noticed and called meeting of the board of directors of the Association at which a quorum of directors was present, the board adopted the foregoing policy.

Dated: 4/28/17

Vincent S Palazzotta  
Printed Name: VINCENT S PALAZZOTTA  
Secretary, Grants Lake Tempos Association, Inc.

THE STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 28th day of April, 2017, by Vincent Palazzotta, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for The State of Texas





**CERTIFICATE OF CORPORATE RESOLUTION  
GRANTS LAKE TEMPOS ASSOCIATION, INC.  
(INSURANCE DEDUCTIBLE)**

The undersigned Secretary for Grants Lake Tempos Association, Inc., a Texas non-profit corporation (the "Association"), the Association set forth in that certain "Declaration of Covenants, Conditions and Restrictions (for) Grants Lake Tempos" filed under County Clerk's File No. 48986 of the Real Property Records of Fort Bend County, Texas and any and all amendments thereto (the "Declaration"), covering the subdivision commonly known as Grants Lake Tempos (the "Property") does hereby certify that at a duly called and constituted meeting of the Board of Directors of the Association held on July 22, 2022, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

**WHEREAS**, pursuant to Article IV, Section 11(d) of the Declaration, the Board of Directors shall obtain insurance for the Owners' townhouses against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard; and

**WHEREAS**, the Board of Directors has obtained insurance policy(ies) insuring all of the townhouses as authorized by the Declaration; however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with a stated policy deductible, as it is reasonable and customary for a homeowners association located in Fort Bend County, Texas to obtain such insurance with a stated policy deductible; and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment to secure such insurance, has deemed it necessary and desirable to define the insurance coverage obtained by the Association covering the townhouses and to establish an equitable policy with regard to the allocation of liability for payment of the applicable insurance deductible;

**NOW THEREFORE, BE IT RESOLVED THAT** in order to establish an equitable policy with regard to the allocation and payment of the applicable insurance deductible, the Board of Directors establishes a policy as follows:

1. As to an insured casualty loss covered by the Association's insurance in an amount exceeding the applicable stated deductible of the then existing Association insurance policy:
  - a. if caused by or is the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the townhouse on the Owner's Building Plot, or the Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
  - b. if due to an occurrence or condition within the townhouse on the Building Plot

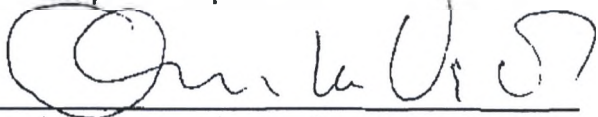
which is a result of or arises from (i) the failure or malfunction of any component or item within or forming a part of the townhouse, whether constituting a fixture (plumbing, electrical, etc.), or appliance, or any item of personal property; (ii) the failure or malfunction of any item or component for which the Owner is responsible to maintain, repair, or replace under the Declaration, By-Laws, Rules, or applicable law, all irrespective of any negligence; or

- c. if the cause of the loss cannot be determined, but such loss originated wholly within the Owner's townhouse or Building Plot (or from any item for which the Owner is responsible to maintain, repair, or replace under the Declaration, By-Laws, Rules, or applicable law located within the Owner's townhouse or Building Plot), then:

the amount of the applicable stated insurance deductible shall be charged/allocated to the Owner, levied as a special assessment against the Owner as provided for and authorized by the Declaration, and paid by the Owner to the Association.

2. As to a casualty loss which would be covered by the Association's insurance policy, but the amount of the loss is less than the Association's insurance policy deductible so that no insurance proceeds are available, then: if the loss is caused by or is the result of the circumstances described in Paragraph 1 above, then the Building Plot Owner shall be responsible for the entire cost of any repairs to any damage to the townhouse on the Owner's Building Plot and to the Common Area, and shall be responsible to other Owners for the cost of repairs to any other townhouses as a result of such casualty loss.
3. In the event that there is damage to two (2) or more townhouses resulting from a casualty loss covered by the Association's insurance, and the cause of such damage cannot be attributable to any one townhouse, Building Plot, or Owner, then the insurance deductible shall be proportionately charged/allocated among all Owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in light of the damage sustained by such damaged townhouses and said amounts shall be levied as special assessments in accordance with Article IV, Section 11(d) of the Declaration. The Board of Directors shall levy a special assessment against all Owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in light of the damage sustained by such townhouses to cover the insurance deductible.
4. The determination of whether a loss is one described in Paragraph 1 above shall be made in the reasonable and sole discretion of the Board of Directors, whose decision shall be final. Any amounts determined to be payable by the Owner to the Association as above required shall be payable within thirty (30) days after written demand therefore addressed to the Owner and sent by certified mail to their last known mailing address according the records of the Association, or by personal delivery.


- 5. Nothing herein shall be construed to extend either insurance coverage or to modify any maintenance, repair, or replacement obligations of the Association and/or Owner as set forth in the Declaration, By-Laws, Rules, or applicable law. Further, nothing herein shall affect the right of the Association, any Owner, or any insurer to recover sums paid on account of any loss by virtue of subrogation or otherwise based upon the provisions of the Declaration providing that the Owner shall be and is responsible for the cost of any maintenance or repair resulting from the willful or negligent act of an Owner, his family, or guests, invitees, employees or agents.
- 6. Owners are responsible, at their sole cost and expense, to obtain and maintain adequate insurance coverage on those items not covered by the Association's insurance on the towhouses and Building Plots, including, but not limited to, contents, furniture, clothing, personal possessions, and personal liability insurance.
- 7. This Resolution and policy supersedes and replaces all prior policies or resolutions of the Association governing the allocation of Insurance Deductible. This Resolution and policy shall be deemed effective upon the recording of same as a "dedicatory instrument" in the Official Public Records of Fort Bend County, Texas

**GRANTS LAKE TEMPOS ASSOCIATION, INC., a Texas non-profit corporation**  
 x   
Ann Victor, Secretary

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 25 day of July, 2022, by Ann Victor, Secretary of Grants Lake Tempos Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



  
 Notary Public - State of Texas