



**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
BRIARGATE TOWNHOUSE HOMEOWNER'S ASSOCIATION, INC.
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Secretary of BRIARGATE TOWNHOUSE HOMEOWNER'S 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 Jan. 10, 2012, 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) Briargate Townhouse" recorded in Volume 589, Page 632 of the Deed Records of Fort Bend County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Briargate (the "Property") and the 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;

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) Briargate Townhouse recorded in Volume 589, Page 632 of the Deed Records of Fort Bend County, Texas, and any and all amendments thereto.
3. **PROPERTY.** Subdivision or townhouse development commonly known as Briargate located in Missouri City, 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 Briargate. 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. In the first alternative, the solar energy device should be installed on the roof of the carport for the townhouse. In the second alternative, the solar energy device should be installed in the patio area. 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 Briargate. 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 on the roof of the carport must not extend past the area of the carport for the townhouse. Solar energy devices located in a fenced patio area 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 (10th) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.
4. This notification procedure shall apply only to the installation of 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.

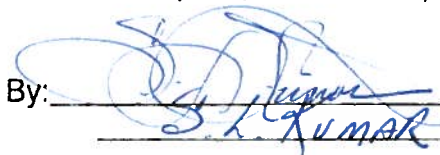
SECTION X - SEVERABILITY

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 10th day of January, 2012.

**BRIARGATE TOWNHOUSE HOMEOWNER'S
ASSOCIATION, INC., a Texas non-profit corporation**

By: _____


S. K. KUMAR, Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this the 10th day of January, 2011, by S.L. Kumer, Secretary of Briargate Townhouse Homeowner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas

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



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 Briargate Townhouse Homeowner's Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of solar energy devices at Briargate. 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 Briargate, 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: _____

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2012 Jan 11 10:05 AM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS