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HOMEOWNER'S ASSOCIATION, INC.

Lightning Rods Use

WHEREAS, the Board of Directors (the "Board") of [] Homeowner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish use of Lightning Rods; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding restrictions for Lightning Rod use; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors by Resolution without consent or joinder of the Members, notwithstanding, notice to Owners regarding the adoption, amendment, or rescinding of any policy is required; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Lightning Rod use is established by the Board:

An Owner may not construct a lightning rod and related systems ("Lightning Rod") on a residence except in compliance with the following:

- (a) the Lightning Rod must meet standards of the National Fire Protection Association ("NFPA") equal to or greater than NFPA's lightning Protection Standard NFPA 780, Underwriters Laboratories ("UL") UL 96A, and Lightning Protection Institute ("LPI") LPI-175.
- (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and
- (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner's costs and expense.

Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely warranties on such Owner's residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE.

[Signature Page to Follow]

IT IS FURTHER RESOLVED, that this Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the Lightning Rod Use Policy by the Association, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be executed by its duly authorized representative as of the ____ of _____, 20__.

[_____] Homeowner’s Association, Inc., a Texas non-profit corporation

Name: _____

Title: [_____], Board President

The undersigned, being the duly appointed and authorized Secretary of [_____] (the “Association”), a Texas nonprofit corporation, do hereby certify that this Lightning Rod Use Policy was adopted by the Board of Directors by at least majority of the Board on the [_____] day of [_____] 20__, and are in full force and effect.

By: _____
[_____], Board Secretary