

ENCHANTED CREEK HOMEOWNER'S ASSOCIATION, INC.

Lightning Rods Use

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

WHEREAS, the Board held an open board meeting on the 16th day of November 2023, wherein at least a majority of the Board voted in the affirmative to adopt this Lightning Rod Policy on behalf of the Association.

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 202.006 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 as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 16th day of November 2023, the following guidelines are 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, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Lightning Rod Use Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 16th day of November 2023.

Enchanted Creek Homeowner's Association, Inc., a Texas
non-profit corporation

Name: 
Title: Brock Babb, Board President