

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of University Park Place Owners' Association, Inc. (the "**Association**"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "§202.006 Certification of Dedicatory Instruments for University Park Place Owners' Association, Inc.", "Supplemental Notice of Dedicatory Instrument for University Park Place Owners' Association, Inc.", "Supplemental Notice of Dedicatory Instrument for University Park Place Owners' Association, Inc." and "Supplemental Notice of Dedicatory Instrument for University Park Place Owners' Association, Inc." recorded in the Official Public Records of Harris County, Texas under Clerk's File Nos. V815956, Y927480, RP-2018-202294 and RP-2021-666410 ("**Notice**"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **Certificate of Secretary of University Park Place Owners' Association, Inc. regarding Resolution for Procedures relating to Insurance, Insurance Deductibles, and Claims Procedures.**
  
- **Washer and Dryer Installation Policy for University Park Place Owners' Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 14<sup>th</sup> day of December, 2022.

**UNIVERSITY PARK PLACE OWNERS'  
ASSOCIATION, INC.**




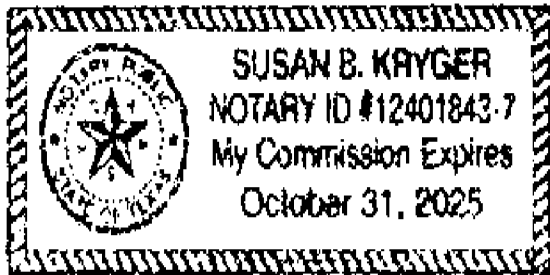
By: \_\_\_\_\_  
Cliff Davis, authorized representative

RP-2022-586434

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 14<sup>th</sup> day of December, 2022 personally appeared Cliff Davis, authorized representative of University Park Place Owners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
Notary Public in and for the State of Texas



RP-2022-586434

**CERTIFICATE OF SECRETARY**  
*of*  
**UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.**  
*regarding*  
**RESOLUTION FOR PROCEDURES RELATING TO INSURANCE, INSURANCE DEDUCTIBLES, AND CLAIMS PROCEDURES**

THE STATE OF TEXAS      §

COUNTY OF HARRIS      §

I, Patricia Baker Secretary of University Park Place Owners' Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Managers (the "Board") of the Association duly called and held on the 13<sup>th</sup> day of October, 2022, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Resolution for Procedures Relating to Insurance, Insurance Deductibles, and Claims Procedures was duly approved by at least a majority vote of the Board members in attendance.

**RECITALS:**

1. The Condominium Declaration for University Park Place (the "Declaration") is recorded in the Official Public Records of Real Property of Harris County, Texas at Volume 29, Page 34, *et seq.* The Declaration as amended or supplemented, if any, is hereinafter collectively referred to as the Declaration.
2. The Declaration, as well as the Bylaws of the Association, provide that the affairs of the Association are governed by the Board of Managers (the "Board"). The Board has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium.
3. Section 3.11 of the Declaration provides that each Owner must comply strictly with the provisions of the Declaration, the Bylaws, and the decisions and resolutions adopted by the Association, acting through the Board.
4. Article IV, Section 3(b) of the Association's Bylaws authorizes the Board to establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of University Park Place.
5. Sections 82.111(j),(k) and (l) of the Texas Property Code (the Texas Uniform Condominium Act) provide as follows:

RP-2022-586434

(j) If the cost to repair damage to a unit or common element covered by the association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the unit or common element.

(k) If the association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common element is more than the amount of the applicable insurance deductible, the dedicatory instruments determine payment for the cost of the association's deductible and costs incurred before insurance proceeds are available. If the dedicatory instruments are silent, the board of directors of the association by resolution shall determine the payment of those costs, or if the board does not approve a resolution, the costs are a common expense. A resolution under this subsection is considered a dedicatory instrument and must be recorded in each location in which the declaration is recorded.

(l) If damage to a unit or the common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the association may assess the deductible expense and any other expense in excess of insurance proceeds against the owner and the owner's unit.

The Association's Board of Managers deems it necessary and appropriate to adopt and enforce a policy with regard to the payment of the deductible under the Association's property insurance policy and the administration of insurance claims, consistent with the applicable provisions of Section 82.111 of the Texas Property Code.

#### RESOLUTION:

The following Resolution is adopted by the Board with regard to insurance, insurance deductibles, and claims procedures.

#### 1. DEDUCTIBLES

- 1.1 The amount of the deductible under the Association's property insurance policy may change from time-to-time, as approved by the Board.
- 1.2 It is the responsibility of each Owner to periodically check with the Board or the Association's managing agent to determine the amount of the then-current deductible to ensure that the Owner has sufficient additional insurance or other means to pay the deductible under the procedures set forth below.
- 1.3 In the event a loss or damage originates from a condition outside an Apartment Unit, but the loss or damage was not caused by an Owner or the Association, and the cost to repair an Apartment Unit and/or the Common Elements is less than the deductible, the Owner is responsible

for the repair of the Owner's Apartment Unit and the Association is responsible for the repair of the Common Elements.

- 1.4 In the event a loss or damage covered by the Association's property insurance policy is caused wholly or partly due to an act or omission of an Owner or the guest or invitee of an Owner, including tenants and occupants of the Owner's Apartment Unit, such Owner is liable for:
- (i) the full amount of any deductible on the Association's insurance policy, and
  - (ii) any other expense in excess of insurance proceeds. The Owner (or tenant) must also submit a claim with his or her individual insurance carrier for any loss resulting from such actions.

Such expenses will be assessed against the Owner and the Owner's Apartment Unit.

- 1.5 The Owner will be liable for the current full deductible on the Association's property insurance policy in the event that:
- (i) the loss originates within the Owner's Apartment Unit or results from unknown causes within the Apartment Unit (regardless of fault or negligence); or
  - (ii) the cause of the loss cannot be determined and is only related to the Owner's Apartment Unit (regardless of fault or negligence).

The deductible will be assessed against the Owner and the Owner's Apartment Unit.

- 1.6 In the event more than one Apartment Unit is involved in any insured loss, and the cause of the damage cannot be attributed to any one Apartment Unit, Owner or tenant, the deductible will be proportionately distributed among all Owners who have experienced the loss. The amounts proportionally distributed will be assessed against each Owner and each Owner's Apartment Unit.

- 1.7 The Board has the authority to determine whether any loss or damage was:
- (i) caused by or the result of the act (or negligence) of an Owner or the Owner's tenants, invitees or guests;
  - (ii) caused by or the result of a condition that originated in an Apartment Unit; or
  - (iii) caused by or the result of a condition or event exclusively related to an Apartment Unit.

The Board's reasonable, good faith determination of the cause of a loss or damage shall be conclusive and binding on all parties.

2. **CLAIMS PROCEDURES**

- 2.1 In the event an Owner or tenant of an Apartment Unit is insured for any loss to the Apartment Unit, the Owner or tenant, as applicable, is required to submit a claim for the loss under such Owner/tenant's insurance policy.
- 2.2 An Owner must file a claim with the Association's managing agent, not with the Association's insurance agent. The managing agent will not refer a claim to the Association's insurance agent if the claim reasonably appears to be less than the then-current deductible.
- 2.3 Only licensed and insured contractors are authorized to perform reconstruction or repair work. All work must be permitted as required by local ordinance.
- 2.4 The Association must disburse insurance claim proceeds directly to the licensed contractor(s) performing the repair or renovation work. Owners performing repairs must submit all required permits and licenses along with original receipts to receive reimbursement for work performed.

3. **GENERAL CONDITIONS**

- 3.1 Owners and tenants must comply with all insurance risk management programs promulgated by the Association.
- 3.2 All Owners and tenants should obtain personal general liability, improvements and betterments and content insurance policies. Such policies should remain in effect for as long as the Owner is a member of the Association and as long as the tenant resides in the Apartment Unit.
- 3.3 In the event that any of the terms and provisions of this Resolution conflict with the terms and provisions of the Declaration, the terms and provisions of the Declaration will control.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

[Certification page follows.]

RP-2022-586434

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Resolution was approved as set forth above and now appears in the books and records of the Association.

UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.

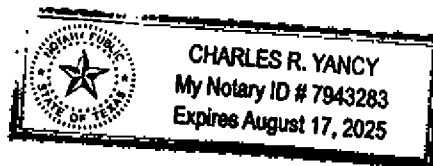
By: Patricia Baker  
Its: Secretary

Printed: PATRICIA BAKER

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this 18<sup>th</sup> day of October, 2022, personally appeared PATRICIA BAKER, as Secretary of University Park Place Owners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Charles R. Yancy  
Notary Public in and for the State of Texas



RP-2022-586434

**WASHER AND DRYER INSTALLATION POLICY**  
*for*  
**UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

*Patricia A. Baker*, Secretary of University Park Place Owners' Association, Inc., do hereby certify that in the open session of a properly noticed meeting of the Board of Managers of the Association, duly called and held on the 13<sup>th</sup> day of October, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS**

1. The Condominium Declaration for University Park Place (the "Declaration") is recorded in the Official Public Records of Real Property of Harris County, Texas at Volume 29, Page 34, et seq. The Declaration as amended or supplemented, if any, is hereinafter collectively referred to as the Declaration.
2. The Declaration, as well as the Bylaws of the Association, provide that the affairs of the Association are governed by the Board of Managers (the "Board"). The Board has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium.
3. Section 3.11 of the Declaration provides that each Owner must comply strictly with the provisions of the Declaration, the Bylaws, and the decisions and resolutions adopted by the Association, acting through the Board.
4. Article IV, Section 3(b) of the Association's Bylaws authorizes the Board to establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of University Park Place.
5. Section 3.8 of the Declaration provides that an Owner shall do no act nor work that will impair the structural soundness or integrity of the building.

RP-2022-586434



6. In the interest of preventing damage to the Common Elements or neighboring Apartment Units resulting from improper installation of washer and dryer units in an Apartment Unit, the Board hereby adopts this Washer and Dryer Installation Policy (this "Policy").

### SECURITY MEASURES POLICY

1. **Insurance.** All Owners of the Apartment Units with washer and dryer units installed must secure and maintain homeowners insurance covering damage to the Common Elements or other Apartment Units cause by such washer or dryer unit, including but not limited to water damage. The Owner's insurance must at all times have at least the following minimum limits of liability: (a) Per Occurrence or Accident: \$500,000, and (b) General Aggregate: \$1,000,000. The Owner's insurance policy must include a coverage extension providing a waiver of subrogation in favor of the Association. The Owner must provide a certificate of insurance reflecting compliance with this provision to the Board.

2. **License Contractor Required.** Installation of a washer or dryer unit in an Apartment Unit must be performed by a licensed contractor. Depending on the details of the installation, this may include a licensed plumber and/or a licensed electrician.

3. **Board Approval Required.** In accordance with Section 3.8 of the Declaration, an Owner must obtain written consent from the Board before proceeding with installation of a washer or dryer unit if such installation will require work to be performed on the Limited Common Elements or the General Common Elements. The Board may withhold approval if the Board, in its sole and absolute discretion, believes the proposed installation will threaten the structural integrity of the Apartment Unit, other Apartment Units, or the Common Elements.

4. **Responsibility for Damage and Indemnity.** AN OWNER IS SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE APARTMENT UNITS OR COMMON ELEMENTS BY A WASHER OR DRYER UNIT INSTALLED IN SUCH OWNER'S APARTMENT UNIT. THIS INCLUDES BUT IS NOT LIMITED TO COSTS OF REPAIR, REMEDIATION OF ANY WATER DAMAGE, DAMAGE TO REAL AND PERSONAL PROPERTY, COMPENSATION FOR LOSS OF USE, DEDUCTIBLES, PERSONAL INJURY, SICKNESS, AND DEATH.

AN OWNER, BY INSTALLING A WASHER OR DRYER IN SUCH OWNER'S APARTMENT UNIT, AGREES TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE ASSOCIATION AND ALL OF ITS CURRENT AND FORMER DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, PROPERTY MANAGER(S), PROPERTY MANAGEMENT COMPANY(S), SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST, AND SUCH OWNER SHALL REIMBURSE THE INDEMNITEES AND PAY TO THE INDEMNITEES FOR, ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, HEARINGS, INVESTIGATIONS, CHARGES, COMPLAINTS, CLAIMS, CAUSES OF ACTION, DEMANDS, LIENS, ATTACHMENTS, SIMILAR LEGAL PROCESS, INJUNCTIONS, JUDGMENTS, ORDERS, DECREES, RULINGS, AWARDS, DAMAGES, INJURIES (INCLUDING PERSONAL OR BODILY INJURIES), DEATHS, LOSSES (INCLUDING LOSSES TO REAL OR PERSONAL

RP-2022-586434

**PROPERTY AND LOSS OF USE OF REAL OR PERSONAL PROPERTY), PENALTIES, FINES, COSTS, AMOUNTS PAID IN SETTLEMENT, LIABILITIES, OBLIGATIONS, DEFICIENCIES, TAXES, LIENS, EXPENSES, INTEREST, AND FEES, IN EACH CASE OF WHATEVER KIND, INCLUDING ATTORNEYS' FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION AND THE COST OF PURSUING ANY INSURANCE PROVIDERS (COLLECTIVELY "INDEMNIFIABLE LOSSES") ARISING OUT OF OR RELATING TO (OR ALLEGED TO ARISE OUT OF OR RELATE TO) THE INSTALLATION, MAINTENANCE, OR OPERATION OF A WASHER OR DRYER UNIT IN SUCH OWNER'S APARTMENT UNIT. BY WAY OF EXAMPLE AND NOT OF LIMITATION, THE INDEMNITY OWED BY THE OWNER AS SET FORTH IN THIS SECTION 4 INCLUDES INDEMNIFIABLE LOSSES ARISING OUT OF OR RELATING TO ANY NEGLIGENCE OF SUCH OWNER OR ANY CONTRACTOR OR SUBCONTRACTOR HIRED OR RETAINED BY SUCH OWNER.**

Any installation of a washer or dryer unit in an Apartment Unit not in compliance with this Policy will be considered a violation of the dedicatory instruments governing University Park Place.

[Certification page follows.]

RP-2022-586434

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Washer and Dryer Installation Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.

By: Patricia A. Baker

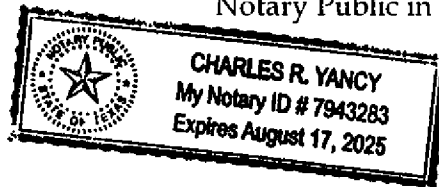
Printed: PATRICIA A. BAKER  
Its: Secretary

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 18<sup>th</sup> day of October 2022, personally appeared PATRICIA A. BAKER, as Secretary of University Park Place Owners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Charles R. Yancy  
Notary Public in and for the State of Texas



RP-2022-586434

RP-2022-586434  
# Pages 12  
12/14/2022 01:14 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$58.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-586434