

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 13th 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:

(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.]

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 §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th 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

