

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, 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 13th 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.

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

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.]

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

[The remainder of this page left blank intentionally.]

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

