

**TOWNHOMES ON THE PARK  
HOMEOWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION: INSURANCE DEDUCTIBLE AND REQUIRED  
INSURANCE**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act (“TUCA”) generally provides that Townhomes on the Park Homeowners Association, Inc. (the “Association”) must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, common elements, and units; but need not include improvements and betterments installed by the unit owners; and

WHEREAS, the Board of Directors has insured the buildings and common elements of the property; and

WHEREAS, Section 82.111 (c) of TUCA provides that if the insurance required by 82.111 (a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all owners and lienholders; and

WHEREAS, the Board of Directors has obtained insurance policies required by 82.111(a) and (b) of TUCA; however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with a policy deductible, and it is reasonable and customary for a condominium association located in Houston, Harris County Texas, to obtain such insurance with a stated policy deductible; and

WHEREAS, the Board of Directors is desirous of, pursuant to this Resolution: (i) notifying all owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111 (a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, common elements and units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) adopting and enforcing an equitable policy with regard to the liability for payment of the insurance deductible and/or otherwise insufficient funds from insurance proceeds to pay the costs to complete the repairs and reconstruction.

**NOW THEREFORE, BE IT RESOLVED**, that the following policy be and is hereby adopted by the Board of Directors.

1. Notice is hereby given to all owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has a stated deductible, and as a result, the insurance obtained by the Association covering the buildings, common elements, and units is for an amount LESS and EXCEPT such deductible amount.

RP-2024-290532

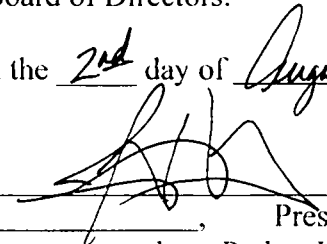
2. Notice is further hereby given that if any portion of the condominium (building, common elements or units) is damaged such that the cost to repair such damage is less than the stated deductible amount, the Association shall repair and/or replace the common elements so damaged but shall not repair or replace any portion of a unit so damaged.
3. Each unit owner shall pay for damages to the condominium or any other unit not covered by the Association's insurance (whether as a result of the application of the insurance deductible relating to same or otherwise) resulting from the failure or malfunction of any component or item within or forming a part of the unit, whether constituting a fixture (whether plumbing, electrical, etc.), appliance, or any item of personal property, irrespective of negligence.
4. Each unit owner shall pay for any loss deductibles paid by the Association or any costs associated with repair and reconstruction of a unit or the common elements for which insurance proceeds are insufficient to pay such costs (whether as a result of the application of the insurance deductible relating to same or otherwise), when such damage is due to negligence, misuse, act, or omission by the unit owner or his/her family, tenants, guests, agents, servants, employees or contractors as determined by the Board in its sole and absolute discretion (whether or not a special assessment is made against other owners initially to cover such costs).
5. In the event that damage is limited to some, but not all, units, the costs of damages and repairs not covered by the Association's insurance (whether as a result of the application of the insurance deductible relating to same or otherwise) will be allocated between unit owners as the Board deems appropriate, in its sole and absolute discretion.
6. In the event that the cause of the loss cannot be determined and is only related to a unit(s) or the limited common elements assigned to a unit(s), the insurance deductible and costs not covered by insurance shall be payable by the owner or owners who incurred damage.
7. In the event of an owner or resident being insured for any loss to the unit or to the property, the Association shall be entitled to require the owner and/or resident to claim any loss under such owner/resident's policy of insurance.
8. In the event the Board determines that the costs for such repair and reconstruction that are not covered by insurance or are due to the deductible are the Association's responsibility, it may be specifically assessed, paid out of budgeted reserves or provided in the subsequent year's budget, at the Board's sole and absolute discretion as a common expense.
9. In the event that an owner is responsible for payment of a deductible or damage costs, the following rules shall apply:
  - a. The deductible or damage costs will be levied against the owner's unit.
  - b. The deductible or damage costs must be paid by the owner within thirty (30) days of levy.
  - c. The Board of Directors may, in its discretion, permit an owner to establish a payment plan to pay for the deductible or damage costs. A payment plan may not be longer than eighteen (18) months. If an owner fails to make a required payment, he/she will not be entitled to a second payment plan.

- d. The Association may file a lien against the subject owner and unit to secure payment of the deductible.
- 10. Each unit owner shall be responsible for obtaining his/her own insurance on the contents of his/her own unit and the contents of the Limited Common Elements serving the unit, as well as decorating, furnishing and personal property therein, and personal property stored elsewhere on the Property. Each unit owner shall provide proof of insurance to the Association as requested.

**CERTIFICATION**

I, the undersigned, being the President of Townhomes on the Park Homeowners Association, Inc., hereby certify that the foregoing Policy Resolution was adopted by at least a majority of Townhomes on the Park Homeowners Association, Inc.'s Board of Directors.

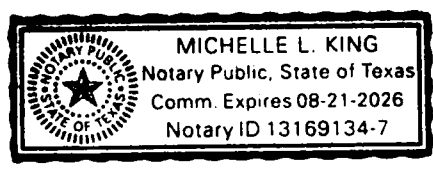
Approved and adopted by the Board of Directors on the 2nd day of August 2024.

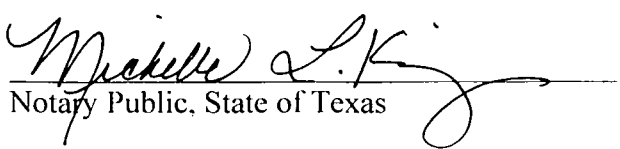
  
 \_\_\_\_\_, President of  
 Townhomes on the Park Homeowners  
 Association, Inc.


STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

Before me, the undersigned authority, on this day personally appeared JERALD PAUL HOBBY, President of Townhomes on the Park Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of August 2024.



  
 \_\_\_\_\_  
 Notary Public, State of Texas

**After Recording, Return To:**  
 SEARS  
 BENNETT  
 & GERDES, LLP  
 6548 GREATWOOD PKWY.  
 SUGAR LAND, TX 77479

RP-2024-290532

RP-2024-290532  
# Pages 4  
08/09/2024 01:21 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$33.00

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-2024-290532