RP-2025-188729
05/19/2025 ER $41.00

CERTIFICATE OF CORPORATE RESOLUTION
MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

AMENDED AND RESTATED INSURANCE DEDUCTIBLE RESOLUTION

The undersigned is an Officer of **Memorial Bend Place Owners Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **MEMORIAL BEND PLACE CONDOMINIUM** (the "Condominium") pursuant to (a) that certain "Declaration of Condominium for Memorial Bend Place Condominium", recorded under Film Code No. 188188 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. The undersigned Officer hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on May 12, 2025, the Board adopted the following **AMENDED AND RESTATED INSURANCE DEDUCTIBLE RESOLUTION:**

AMENDED AND RESTATED INSURANCE DEDUCTIBLE RESOLUTION

[Capitalized terms have the meaning as set forth in the Declaration and/or Bylaws and/or Rules]

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, the Declaration, and the Bylaws, the Association, acting by and through its Board of Directors ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, on January 29, 2020, the Board adopted that certain Insurance Deductible Resolution which allocated the responsibility for payment of the applicable insurance policy deductibles, as specifically allowed by Section 82.111(k) of the Texas Uniform Condominium Act ("TUCA"), as reflected in that certain "Certificate of Corporate Resolution" filed under County Clerk's File No. RP-2020-54100 of the Real Property Records of Harris County, Texas (the "Prior Resolution" herein); and

WHEREAS, historically, and as reflected in the Prior Resolution, the Association obtained and maintained a master property insurance policy insuring the Common Elements and the Units (but not betterments and improvements installed by Unit Owners); and

WHEREAS, Section 82.111 of the Texas Property Code) requires that a condominium association obtain and maintain property insurance covering the insurable common elements but does not require that the individual units be included *if the buildings do not have horizontal boundaries* (that is, if the units are "townhouse style" with no horizontal separations between units); and further, pursuant to the Declaration, individual Units are to be included in the master property insurance policy, *but only to the extent that such insurance is reasonably available;* and

WHEREAS, the Board, having considered all relevant factors, and based on its

business judgment to secure such insurance on a reasonably available basis (as to cost and availability), has determined that the inclusion of the Units in the master property insurance policy is presently unreasonably expensive and thus not reasonably available; and

WHEREAS, the Board has deemed it necessary and desirable to amend and restate the Prior Resolution in order to, among other matters, (i) disclose the present scope of coverage of the master property insurance policy as of the date of this Amended and Restated Insurance Deductible Resolution, (ii) amend the allocation of the responsibility for payment of the applicable insurance policy deductibles, and (iii) provide disclosure that in the future, if changes in insurance market conditions become favorable such that insurance covering the Units is reasonably available (as to cost and availability), that the property insurance coverage obtained by the Association may be extended to include the Units (but not betterments and improvements installed by Unit Owners);

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all Owners and lienholders that as of the date of this Resolution, the insurance coverage obtained by the Association includes the insurable Common Elements but does not include the Units. The insurance coverage obtained by the Association, which excludes the Units, is sometimes referred to as "walls-out" coverage, which covers the Buildings, excluding the Units. Generally, it will cover rebuilding/replacement of the exterior walls of each Unit, including stub-out of any electrical and plumbing within those walls. Paint, wall coverings, flooring, interior walls, ceilings, cabinetry and counters/countertops are excluded. It is therefore the responsibility of each unit owner to obtain and maintain their own insurance covering their individual Unit. The insurance which each Unit Owner is responsible to obtain is sometimes referred to as "walls-in" coverage" which generally covers rebuilding/replacing all permanent structures within the Unit boundaries, including but not limited to paint, wall coverings, flooring, interior walls, ceilings, cabinetry and counters/countertops.

2. Notice is hereby given that the insurance obtained by the Association covering the Buildings and the Common Elements carries certain deductible amounts applicable to certain insured risks.

3. Allocation of Deductible responsibility with respect to damage to Common Elements:

   (a) *If the Association's insurance provides coverage for the loss* and the cost to repair the damage to the Common Elements ***is more than the amount of the applicable insurance deductible***, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Owner and the Owner's Unit and paid to the Association by the Unit owner *under any of the following circumstances*:

      (i) if such insured loss to the Common Elements was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the owner's Condominium Unit, or the Condominium Unit Owner's or occupant's family, guests, employees,

contractors, agents, or invitees; or

(ii) if such insured loss to the Common Elements was due to an occurrence or condition within the Owner's Condominium Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the owner's Condominium Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or

(iii) if the cause of the insured loss to the Common Elements cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.

In situations other than those described above, the Association will pay the applicable policy deductible to the loss to the Common Elements, as a common expense.

(b) *If the Association's insurance provides coverage for the loss to the damaged Common Elements* but the cost to repair damage to Common Elements covered by the Association's insurance ***is less than the amount of the applicable insurance deductible***, then except as provided in Paragraph 5 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the Association shall pay the cost of the repair of the damage to the Common Elements.

4. All repairs to the Unit or the restoration of the Unit following a casualty loss shall be the responsibility of the Unit Owner. For this reason, It is therefore the responsibility of each Unit owner to obtain and maintain their own insurance covering their individual Unit, and all Owners are urged to contact their insurance agent to obtain this necessary coverage.

5. Consistent with the applicable provisions of Paragraph 3 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to the Common Elements is due wholly or partly to an act or omission of any 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; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of, and without limitation: Section 12 of the Declaration; applicable sections of the Bylaws; and Sections A-1, B-2, and B-6 of the Rules.

6. The determination of whether the occurrence or cause of a loss is one described in Paragraph 3 or Paragraph 5 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be payable by the Owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified

mail/return receipt request to the Owner's last known mailing address according to the records of the Association, or by personal delivery.

7. Nothing herein shall be construed as to treat the Association's insurance policies covering the Common Elements as other than primary, or in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws, Rules, or applicable law. Nothing herein shall affect the right of an Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 3 and Paragraph 5 above from a person or entity other than the Owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the Owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.

8. At any time after the adoption of this Policy Resolution, if and when a duly constituted Board determines that the property insurance coverage obtained by the Association will also include the Units (but not betterments and improvements installed by the Unit Owners), then notice will be provided to all Unit Owners of such additional coverage, and the Board shall amend this Policy Resolution to as necessary.

9. This Policy Resolution shall supersede and replace, in its entirety, any existing policies or resolutions of the Association now in existence relating to insurance deductibles.

10. This Policy Resolution shall be deemed effective upon the recordation of same as a "Dedicatory Instrument" in the Real Property Records of Harris County, Texas.

MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Edward R. DeStefano
(signature)
EDWARD R. DESTEFANO
(name printed)
Its: PRESIDENT
(title/position)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 12th day of May, 2025 by Edward DeStefano, President of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.,** a Texas non-profit corporation, on behalf of such corporation.

STACY JACOB
MY COMMISSION EXPIRES
JUNE 8, 2026
NOTARY ID: 11244708

Notary Public - State of Texas

RP-2025-188729

RP-2025-188729

Pages 6

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e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $41.00

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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.

COUNTY CLERK
HARRIS COUNTY, TEXAS