

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
THE ELM GROVE HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Representative for The Elm Grove Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements those instruments entitled "Notice of Dedicatory Instruments for Elm Grove Homeowners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Elm Grove Homeowners Association, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. V179564 and 2016-370413 (the "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 document is a Dedicatory Instrument governing the Association:

Policy Relating to Insurance, Insurance Deductibles, and Claims Procedures for The Elm Grove Homeowners Association, Inc.

A true and correct copy of such Dedicatory Instrument is 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 copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 25th day of July, 2017.

**THE ELM GROVE HOMEOWNERS
ASSOCIATION, INC.**

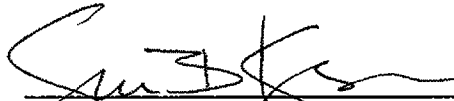
By: _____


Cliff Davis, Authorized Representative

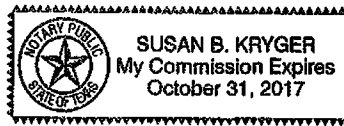
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BEFORE ME, the undersigned notary public, on this 25th day of July, 2017 personally appeared Cliff Davis, Authorized Representative for The Elm Grove Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing 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-2017-331969

**POLICY RELATING TO INSURANCE, INSURANCE DEDUCTIBLES,
AND CLAIMS PROCEDURES**

for

THE ELM GROVE HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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The undersigned, being the duly elected and acting Secretary of The Elm Grove Homeowners Association, Inc. a Texas non-profit corporation (the "**Association**"), does hereby certify that at a meeting of the Board of Managers of the Association (the "**Board**") duly called and held on the 19th day of July, 2017, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Policy Relating to Insurance, Insurance Deductibles, and Claims Procedures was duly approved by a majority vote of the Board members in attendance.

RECITALS:

1. The Condominium Declaration for The Elm Grove Condominium (the "**Declaration**") was recorded in Volume 85, Page 41, *et seq.*, of the Condominium Records of Harris County, Texas on September 29, 1978.
2. The Declaration, as well as the Bylaws of the Association, provide that the affairs of the Association are governed by a Board of Managers and that 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 12(g) of the Declaration provides that each Owner must strictly comply with the provisions of the Declaration, the Bylaws, and the decisions and resolutions adopted by the Association, acting through the Board.
4. 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

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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.

5. The Board previously adopted the instrument entitled "Certificate of Resolution of Elm Grove Association, Inc. Procedures Relative to Insurance Deductible and Claim Administration" (the "**Prior Insurance Deductible Resolution**") on August 8, 2002 and recorded the Prior Insurance Deductible Resolution in the Official Public Records of Real Property of Harris County, Texas on August 19, 2016 under Clerk's File No. RP-2016-370413.

The 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 that is consistent with the applicable provisions of Section 82.111 of the Texas Property Code.

POLICY:

The following Policy Relating to Insurance, Insurance Deductibles, and Claims Procedures is adopted by the Board, which, upon recording, replaces and supersedes the Prior Insurance Deductible Resolution and any other policies related to insurance deductibles, if any.

1. DEDUCTIBLES

- 1.1 The amount of the deductible under the Association's property insurance policy changes from time to time, as approved by the Board.
- 1.2 It is the responsibility of each Owner to periodically check with 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, but the loss or damage was not caused by an Owner or the Association, and the cost to repair an Apartment and/or General Common Elements is less than the deductible, the Owner is responsible for the repair of the portion of the Owner's Apartment that the Owner is otherwise obligated to maintain and repair per the Declaration and the Association is responsible for the repair of the General Common Elements and the portion of the Apartment the Association is otherwise obligated to maintain and repair per the Declaration.

- 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, 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.

- 1.5 The Owner is 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 or results from unknown causes within the Apartment (regardless of fault or negligence); or
 - (ii) the cause of the loss cannot be determined and is only related to the Owner's Apartment (regardless of fault or negligence).

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

- 1.6 In the event more than one Apartment is involved in any insured loss, and the cause of the damage cannot be attributable to any one Apartment, 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.

- 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 omission 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; or
 - (iii) caused by, or the result of, a condition or event exclusively related to an Apartment.

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

2. **CLAIMS PROCEDURES**

- 2.1 In the event an Owner or tenant of an Apartment is insured for any loss to the Apartment, 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 will 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.

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

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Policy Relating to Insurance, Insurance Deductibles, and Claims Procedures was approved as set forth above and now appears in the books and records of the Association.

[Signature Page to Follow]

TO CERTIFY WHICH WITNESS my hand on this 20 day of July, 2017.

THE ELM GROVE HOMEOWNERS ASSOCIATION, INC.

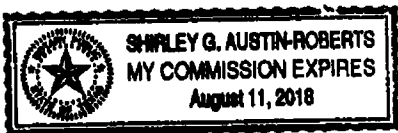
By: Gilma E. Becerra

Printed: GILMA E. BECERRA

Its: Secretary

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§
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BEFORE ME, the undersigned notary public, on this 20th day of July, 2017 personally appeared Gilma E. Becerra, Secretary of The Elm Grove Homeowners 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.



Shipley G. Austin-Roberts
Notary Public in and for the State of Texas

RP-2017-331969

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Pages 8
07/25/2017 12:30 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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