RP-2016-374652 08/23/2016 RP1 \$28.00

CERTIFICATE OF CORPORATE RESOLUTION WILLOW WOOD VILLAS OWNERS ASSOCIATION, INC.

(INSURANCE AREAS OF RESPONSIBILITY AND ALLOCATION OF INSURANCE DEDUCTIBLE)

The undersigned Secretary for Willow Wood Villas Owners Association, Inc., a Texas non-profit corporation (the "Association"), the Association set forth in that certain "First Amended and Restated Declaration of Covenants, Conditions and Restrictions (for) Willow Wood Villas" filed under Harris County Clerk's File No. Y230918 of the Real Property Records of Harris County, Texas (the "Declaration"), covering the subdivision commonly known as Willow Wood Villas (the "Property") does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on Association was duly made and approved by the Board of Directors:

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WHEREAS, pursuant to Article IV, Section 12 of the Declaration, the Association has the authority to insure each and every Townhouse within the Property and all insurable improvements within the Common Area against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage of destruction from any hazard; and

WHEREAS, the Board of Directors has obtained insurance policy(ies) insuring all of the Townhouses and insurable improvements within the Common Area as authorized by the Declaration; 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 stated policy deductible, as it is reasonable and customary for a homeowners association located in Houston, Harris County, Texas to obtain such insurance with a stated policy deductible; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based on its business judgment to secure such insurance, has deemed it necessary and desirable to define the insurance coverage obtained by the Association covering the Townhouses and to establish an equitable policy with regard to the allocation of liability for payment of the applicable insurance deductible;

Now Therefore, Be it Resolved That in order to define the insurance coverage obtained by the Association covering the Townhouses and to establish an equitable policy with regard to the payment of the applicable insurance deductible, the Board of Directors establishes a policy as follows:

A. INSURANCE COVERAGE OBTAINED BY THE ASSOCIATION COVERING THE TOWNHOUSES.

The insurance coverage obtained by the Association covering the Townhouses does not include coverage for: window coverings; owner installed betterments, upgrades, or improvements; contents, furniture, clothing, personal possessions, and personal liability insurance.

- B. ALLOCATION OF INSURANCE DEDUCTIBLE.
 - 1. As to an insured loss in an amount exceeding the applicable stated deductible of the then existing Association insurance policy:
 - if caused by or is the result of the negligence, willful misconduct, or wrongful act of the Townhouse Owner, an occupant of the Owner's Townhouse, or the Owner or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. if due to an occurrence or condition within the Townhouse which is a result of or arises from (i) the failure or malfunction of any component or item within or forming a part of the Townhouse, whether constituting a fixture (plumbing, electrical, etc.), or appliance, or any item of personal property; (ii) the failure or malfunction of any item or component for which the Townhouse Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or
 - c. if the cause of the loss cannot be determined, but such loss originated wholly within the Owner's Townhouse or Building Plot (or from any item for which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law located within the Owner's Townhouse or Building Plot), then:

the whole amount of the applicable stated insurance deductible shall be charged/allocated to the Townhouse Owner and paid to the Association by the Townhouse Owner.

- 2. As to a casualty loss which would be covered by the Association's insurance policy, but the amount of the loss is less than the Association's insurance policy deductible so that no insurance proceeds are available, then: if the loss is caused by or is the result of the circumstances described in Paragraph B(1) above, then the Townhouse Owner shall be responsible for the entire cost of any repairs to any damage to the common Area, and shall be responsible to other Owners for the cost of repairs to any other Townhouses as a result of such casualty loss.
- 3. In the event that there is damage to two or more Townhouses resulting from a casualty loss, and the cause of such damage cannot be attributable to any one Townhouse, Building Plot, or Owner, the insurance deductible shall be proportionately charged/allocated among all Owners of the damaged Townhouses in such proportions as the Board of Directors deems fair and equitable in light of the damage sustained by such damaged Townhouses.

- 4. The determination of whether a loss is one described in Paragraph B(1) above shall be made in the reasonable discretion of the Board of Directors, whose decision shall be final. Any amounts determined to be payable by the Townhouse 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 to his/her last known mailing address according the records of the Association, or by personal delivery.
- 5. Nothing herein shall be construed to extend either insurance coverage or to modify any maintenance, repair, or replacement obligations of the Association and/or Owner as set forth in the Declaration, Bylaws, Rules, or applicable law. Further, nothing herein shall affect the right of the Association, any Owner, or any insurer to recover sums paid on account of any loss by virtue of subrogation or otherwise based upon the provisions of the Declaration providing that the Owner shall be and is responsible for the cost of any maintenance or repair resulting from the willful or negligent act of an Owner, his family, or guests, invitees, employees or agents.

C. MISCELLANEOUS

- Owners are responsible, at their sole cost and expense, to obtain and maintain adequate insurance coverage on those items not covered by the Association's insurance on the Townhouses, including but not limited to, window coverings; owner installed betterments, upgrades, or improvements; contents, furniture, clothing, personal possessions, and personal liability insurance.
- 2. Owners are encouraged to provide a copy of this document to their insurance carriers so that such carrier is put on notice of this Resolution and policy and to assist the Owner in obtaining proper and adequate insurance.
- 3. This Resolution and policy supersedes and replaces all prior policies or resolutions of the Association governing the allocation of Insurance Deductible. This Resolution and policy shall be deemed effective upon the recording of same as a "dedicatory instrument" in the Official Public Records of Harris County, Texas

WILLOW WOOD VILLAS OWNERS ASSOCIATION, INC., a Texas non-profit corporation

X Caral Philips , Secretary

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STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this day of wood Villas Owners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



KELLY A FUTRAL Notary ID # 1071351 My Commission Expires April 20, 2020

Notary Public - State of Texas

RECORD AND RETURN TO:

Frank, Elmore, Lievens, Chesney & Turet, L.L.P. Attn: K. Slaughter 9225 Katy Freeway, Suite 250 Houston, Texas 77024 WY

FILED FOR RECORD 8:00 AM

AUG 23 2016

Sta Stant County Clerk, Harris County, Texas

ANY PROVISION MEREN WHICH RESTRICTS THE SALE REVIAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER REDERAL UNIT. THE STATE OF TEXAS COUNTY OF HARRIS.

I hereby contry has this instrument was FILED in File Number Sequence on the date and at the time stamped hemon by me; and was duly RECORDED, in the Official Public Records of Real Property of Hante County, Texas

AUG 23 2016

COUNTY CLERK HARRIS COUNTY, TEXAS