

**COBBLESTONE COURT OWNERS ASSOCIATION  
RESOLUTION CONCERNING INSURANCE AND DEDUCTIBLES**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS Cobblestone Court Owners Association (hereinafter the “Association”) is the governing entity for Southwood Colony, Section 1 (also known as “Cobblestone Court”), an addition in Harris County, Texas, according to the map or plat thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s File No. F814522, along with any replats thereto, and along with any other real property brought under the Association’s jurisdiction (hereinafter the “Subdivision”); and,

WHEREAS the Association and Subdivision are subject to the Declaration of Covenants, Conditions and Restrictions for Cobblestone Court, recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. G147003, along with any amendments, annexations, and supplements thereto (hereinafter the “Declaration”); and,

WHEREAS Article VI, Section 11 of the Declaration obligates the Association to obtain, as a common expense of the Association hazard insurance at replacement value for all the Townhouses and Buildings (exclusive of any improvements, additions or betterments made to Townhouses or Dwelling Units by the Owners); and,

WHEREAS Section 204.010(a)(6) of the Texas Property Code empowers the Association, by and through its board of directors, to regulate the use, maintenance, repair, and replacement of the Subdivision; and,

WHEREAS to preserve the ability of the Association to obtain the insurance policies required by the Declaration, and to clarify the responsibilities regarding insurance policy claims in a manner consistent with the respective maintenance obligations of the Association and the Owners, the board of directors deems it necessary to adopt and enforce an equitable policy regarding claims made on the Association’s insurance policy, the liability for payment of the insurance deductible for claims made on the Association’s policy, and the administration of insurance claims made on the Association’s policy; and,

WHEREAS this Resolution Concerning Insurance Deductibles fully repeals and replaces any pre-existing and/or conflicting insurance deductible policies, rules, regulations, and/or resolutions, concerning the subject matter herein; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

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NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts, establishes, and imposes on the Subdivision, the following Resolution Concerning Insurance and Deductibles:

**RESOLUTION CONCERNING INSURANCE AND DEDUCTIBLES**

1. Deductible Application:

(a) In the event that a loss or damage is caused by any item the Owner is responsible for maintaining, or if the cause of the loss or damage otherwise originates from inside the Owner's Unit or any area for which the Owner is responsible, the Owner shall first submit a claim on their individual insurance policy before a claim may be sought on any insurance policy maintained by the Association.

(b) In the event the loss or damage referenced in subsection (a), above, is not covered by the Owner's policy, but is covered by the Association's insurance policy, and such loss or damage is caused by the act, omission, or negligence of an Owner (including the Owner's tenants, invitees, licensees, or guests) or is caused by any item the Owner is responsible for maintaining or if the cause of the loss or damage otherwise originates from inside the Owner's Unit or any area for which the Owner is responsible, the Owner shall be liable for the FULL AND ENTIRE AMOUNT of any deductible on the Association's insurance policy, and all costs in excess of the insurance proceeds received from the Association's insurance policy.

(c) In the event that:

- i. the damage or loss originates from the Unit of, or is caused by, the Owner (including the Owner's tenants, invitees, licensees, or guests) or from unknown causes within the Unit without any negligence being attributable to the Owner; or,
- ii. the cause of the damage or loss cannot be determined and is only related to the Owner's Unit or the items the Owner is responsible for,

the Owner must first submit a claim on their individual insurance policy before a claim may be sought on any insurance policy maintained by the Association; and, such Owner shall be liable for the full amount of any deductible on the Association's insurance policy, and all costs in excess of the insurance proceeds received from the Association's insurance policy.

(d) In the event the damage or loss is covered by the Owner's individual insurance policy, but the full replacement cost is not covered by such individual insurance policy, the Owner shall be responsible for the full amount of any deductible on the Association's insurance policy and all costs in excess of the insurance proceeds.

(e) In the event more than one, but not all, Units in the Subdivision are involved in any insured damage or loss, and the cause of the damage or loss cannot be attributable to any one Unit or resident, the cost of repair, or the deductible (if the cost to repair is greater than the

deductible) will be proportionately distributed among all Owners who have experienced the loss.

- (f) In the event that a loss or damage covered by the Association's policy is less than the deductible on the Association policy, and the loss or damage was caused by the act, omission, or negligence, of a Owner (including the Owner's tenants, invitees, licensees, or guests) or is caused by any item the Owner is responsible for maintaining, such Owner shall be responsible for the cost of the repair to the Unit, any other affected Units, and the building, and no claim shall be made on the Association policy.
- (g) In no event shall any claim be made on the Association policy if the loss or damage is less than the deductible on the Association policy, except as may be required by the terms of any such insurance policy.
- (h) For any other loss or damage covered by the Association's policy, the Association shall be liable for the full amount of any deductible on the Association's insurance policy and all costs in excess of insurance proceeds. The Board of Directors may, without the necessity of a vote of the Association's members, levy the amount of such excess costs equally as a special assessment against all Owners for the deficiency.

## 2. Claims Procedures:

- (a) In the event an Owner (including the Owner's tenants, invitees, licensees, or guests) is insured for any loss to a Unit, the Association shall be entitled to require the Owner to claim any loss under such Owner's policy of insurance.
- (b) Any Owner claiming that their individual insurance policy does not cover the loss or damage and wishing to make a claim on the Association's insurance policy, shall submit any and all documentation of the claim and denial of coverage to the Association, and shall without delay expressly authorize the Association and its agents, in writing, to speak with the Owner's insurance company regarding all aspects of the denial and coverage. Failure of Owner to comply with this provision shall entitle the Association to refuse to submit a claim on the Association's insurance policy.
- (c) Owners must file all claims with the Association's managing agent, not with the Association's insurance agent. The managing agent will not refer the claim to the Association's insurance agent until the Owner provides proof that the claim exceeds the amount of the deductible on the Association's insurance policy.
- (d) Only licensed and insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims made on the Association's policy. All work must be permitted to the extent required by local ordinance.
- (e) The Association shall disburse insurance claim proceeds directly to the licensed contractor(s) performing the reconstruction or repair work. Owners performing repairs



must submit all required permits and licenses along with original receipts in order to receive reimbursement for work performed.

- (f) The Association, at its option, may elect to obtain quotes, engage contractors, and handle all other aspects of the reconstruction or repair work, and pay the contractors directly for any reconstruction or repair work paid for out of the proceeds of any claim made on the Association's insurance policy.

3. General Provisions:

- (a) Owners are urged to purchase their own insurance protection that covers all of the Unit's interior, personal contents, and personal liability coverage.
- (b) Because of the potential for a deductible to be assessed to the Owners, Owners are encouraged to consider obtaining a loss assessment endorsement on their personal insurance policy.
- (c) The Association does not carry flood insurance. Owners may purchase flood insurance from their own insurance agents.

CERTIFICATION

"I, the undersigned, being a Director of Cobblestone Court Owners Association, hereby certify that the foregoing was approved by at least a majority of the Association's Board of Directors, at a properly noticed open meeting of the Board of Directors, at which at least a quorum of the Board of Directors was present."

By: David Reid

Date: 02/26/2024

Print Name: DAVID

Title: President

STATE OF TEXAS §

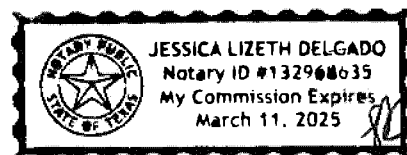
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Jessica Delgado, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity and with the authority therein expressed, as the act and deed of the corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 26 day of February, 2024, to certify which witness my hand and official seal.

Jessica Delgado  
Notary Public for the State of Texas



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# Pages 5  
06/03/2024 02:44 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$37.00


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.



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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