

WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC.

AMENDED RESOLUTION CONCERNING INSURANCE MATTERS

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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WHEREAS, Windsor Lakes Homeowners Association, Inc. (the "Association"), is the governing entity for Windsor Lakes, Sections 1-11, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the map records of Montgomery County, Texas, under Clerk's File Nos. ~~2002-131351, 2002-131514, 2002-131516 / 2003-056902, 2003-045017, 2003-045526, 2002-131688, 2004-020265, 2004-020276, 2004-048654, 2004-048655 and 2004-128282, respectively, along with any amendments or supplements thereto (the "Subdivision"); and~~

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-068161, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, Article VII of the Declaration, "Insurance and Casualty Losses", outlines the insurance coverage requirements for the Association and for all Townhome (Unit) Owners; and

WHEREAS, Article VII of the Declaration specifies that the premiums for all insurance, which is the obligation of the Association to provide for the benefit of the whole Association, shall be a common expense of the Association; and

WHEREAS, Article VII of the Declaration further states that the premiums for insurance, which is for the benefit of the Units only, will be apportioned equally among the Units and shall be included in the additional assessments paid only by the Unit Owners; and

WHEREAS, Article VII of the Declaration states that the insurance policies for the Association may contain reasonable deductibles; and

WHEREAS, the Association has previously amended rules and regulations governing the administration of insurance coverage for the Units, recorded in the Montgomery County, Texas, Real Property Records, under Clerk's File No. 2022019653 (the "Insurance Resolution"); and

WHEREAS, to preserve the ability of the Association to obtain the insurance policies required by the Declaration, the Board of Directors deems it necessary to adopt and enforce an equitable policy regarding the liability for payment of the insurance deductible, and the administration of insurance claims, on the Association's insurance policies, and to amend its Insurance Resolution to conform to changes in insurance policies;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its board of directors, hereby adopts, establishes, and imposes on the Subdivision, the following Rules and Regulations, and hereby amends its Insurance Resolution to be replaced in its entirety, by the following:

1. Deductible Application:

- a) Any Unit Owner who makes a claim other than **wind, hail, or named storm** under the Association's insurance policy is individually responsible for the deductible amount stipulated in

the **Claim Procedures & HOA Master Insurance Policy – Current Deductibles**. Thus, all Unit Owners are strongly urged to purchase their own insurance protection that covers all or part of the cost of a claimed loss against the HOA Master Policy deductible, along with coverage for any part of the Unit's interior that may not be covered under the Association's insurance coverage, personal contents, and liability coverage, which are all typically included in a "Homeowners Insurance (HO6-Condominium form)" policy.

- b) If damage is sustained by one or more Units from wind, hail, or named storm, the deductible amount of the Association's insurance coverage is stated as a percentage per event in damage claims in the **Claim Procedures & HOA Master Insurance Policy – Current Deductibles**. The full amount of the deductible will be prorated equally to each of the affected Unit Owners and payable through their maintenance assessment. This policy applies whether or not Common Property owned by the Association is included in the damage claims.
- c) If wind, hail, or named storm damage is sustained by one of more Units as well as by Common property owned by the Association, then the deductible, as stated in the **Claim Procedures & HOA Master Insurance Policy – Current Deductibles**, will be pro-rated equally to each of the affected Units and the deductible for damage sustained on Common Community Property will be pro-rated amongst all Unit and Lot Owners through a maintenance assessment.
- d) In the event that:
 - i. the loss originates from the Unit of, or is caused by, the Unit Owner, the Owner's tenants, invitees or guests, or from unknown causes within the Unit without any negligence being attributable; or
 - ii. the cause of the loss cannot be determined and is only related to the Owner's Unit or the items the Unit Owner is responsible for,

the Unit Owner or tenant must first submit a claim with their individual insurance carrier before a claim may be sought on the Association policy; 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 insurance proceeds.

- e) In the event more than one, but not all, Units are involved in any insured loss, and the cause of the damage 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 Unit 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 Unit Owner, or the Owner's tenants, invitees, or guests, or caused by any item the Unit 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 a claim be made on the Association policy if the loss or damage is less than the deductible on the Association policy.
- h) In the event that the loss or damage covered by the Association's policy is caused by the act, omission, or negligence of the Association, or caused by any item the Association is responsible for maintaining, 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.

2. Claims Procedures:

- (a) In the event a Unit Owner or resident is insured for any loss to the Unit or to the Property, the Association shall be entitled to require the Unit Owner and/or resident to claim any loss under such Owner/resident's policy of insurance.
- (b) Any Unit Owner claiming that their policy does not cover the loss or damage and wishing to make a claim on the Association Policy, shall submit any and all documentation of the claim the Unit Owner made on the Owner's policy and denial of coverage to the Association, and shall without delay expressly authorize the Association and its agents, in writing, to speak with the Unit Owner's insurance company regarding all aspects of the denial and coverage. Failure of Unit Owner to comply with this provision shall entitle the Association to refuse to submit a claim on the Association's 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 under the Association policy.
- (d) Only licensed and insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims. All work must be permitted as required by local ordinance.
- (e) The Association shall be entitled, at its option, to 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 Policy.

3. General Provisions:

- a) 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.
- b) The Association does not carry flood insurance. Unit Owners may purchase flood insurance from their own insurance agents.
- c) All Unit Owners and tenants shall obtain personal liability insurance, and casualty insurance on their Unit as required by the Declaration, and are encouraged to obtain a Condominium insurance policy.
- d) The Unit Owner's insurance must cover the Unit Owner's contents from the walls-in, all Owner maintenance responsibility items and all personal contents and betterments.

From: The Insurance Committee

To All Windsor Lakes Residents

RE: Claim Procedures & HOA Master Insurance Policy – Current Deductibles

Claims Procedures:

1. The first step is to notify your personal insurance carrier representative. This would normally be the person or office that wrote your condominium policy. While insurance carriers are different, they require a detailed description of the damage that includes how, when, and as detailed a description as you are able (photographs are invaluable) of the damage. In addition, you should take whatever steps are possible to mitigate further damage to the property.
2. The second step is to notify and file a claim with the Association's General Manager, not with the Association's insurance agent. The General Manager will not refer the claim to the Association's agent until the Owner provides proof that the claim exceeds the amount of the deductible on the Association's policy.
3. Only insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims.

Deductible Application: The deductible for the HOA policy is \$25,000.00.

1. Any Unit Owner(s) (Town House) who makes a claim other than named storm, wind, or hail under the Association's insurance policy are individually responsible for the \$25,000.00 deductible amount. As such, all **Unit Owners** are urged to purchase their own insurance protection that covers all or part of the first \$25,000 of a claimed loss along with coverage for any part of the Unit's interior that may not be covered under the Association's insurance coverage, loss assessment, property damage, personal contents, and liability coverage, all typically included in a Condominium/HO6 policy". Owners should require Renters have the appropriate insurance.
2. If named storm, wind, or hail damage is sustained by one or more Units (Town Houses), the first 2% per event in damage claims is considered the deductible amount of the Association's insurance coverage. That 2% will be paid equally by all Unit Owners through an assessment to all Unit owners and payable through a maintenance assessment.

Note: Some basic information is available on the Windsor Lakes web site in the Realtor Package. The TownSq site requires you to be a resident and register at the front desk for access and then use an account number. For more detailed information regarding insurance please refer to the Windsor Lakes web site or to TownSq. Landlords should ensure occupants have appropriate insurance coverage.

Windsor Lakes Web Site:

On the tool bar in the upper part of the home page select **Documents**, on the right-hand side of the page and under **Governing Documents and Policies**, select **Insurance Matters (Townhomes) Amended Resolution 2.07.2022** To view the insurance documents themselves, continue down the right-hand side of the page and go to **Insurance** and drop down and select the policy you wish to view.

TownSq Web Site:

Under the **Categories** menu bar in the left center portion of the page, scroll down and select **Insurance**. All of the insurance documentation is located in this section. The Insurance committee would strongly recommend that you read the document entitled Windsor Lakes Insurance Information 2023-2024. A new category has been added to the **Requests** field in the left menu bar. It will bring up categories for issues that need to go to Associa for their attention. A new category entitled **Insurance** has been added so you can report issues directly to the General Manager's attention.

E-FILED FOR RECORD

08/12/2025 09:39AM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

08/12/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas