

CERTIFICATE OF SECRETARY
of
HIDDEN BRIDGE CONDOMINIUM ASSOCIATION, INC.
regarding
BOARD RESOLUTION FOR PROCEDURES RELATING TO INSURANCE, INSURANCE
DEDUCTIBLES, AND CLAIMS PROCEDURES

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

The undersigned, being the duly elected and acting Secretary of Hidden Bridge Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 16th day of April, 2025, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Resolution for Procedures Relating to Insurance, Insurance Deductibles, and Claims Procedures was duly approved by a majority vote of the Board members in attendance.

RECITALS:

1. The Declaration of Condominium for Hidden Bridge Condominium (the "Declaration"), was recorded in Volume 10689, Pg. 207 et. seq. of the Condominium Records of Brazos County, Texas.
2. The Declaration, as well as the Bylaws of the Association, provides that the affairs of the Association are governed by a Board of Directors 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. Article XXI, Section 21.01 of the Association's Declaration provides that each Owner must comply with the provisions of the Declaration, the Bylaws, and the rules and regulations promulgated pursuant to the authority of the Declaration.
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 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.

The Board 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 and supersedes and any other policies related to insurance deductibles, if any.

RESOLUTION:

The following Resolution for Procedures Relating to Insurance, Insurance Deductibles, and Claims Procedures is adopted by the Board, superseding 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 unit, but the loss or damage was not caused by an Owner or the Association, and the cost to repair an apartment unit 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 unit 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 unit 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 unit, 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 unit.

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

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

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

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

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 unit is insured for any loss to the apartment unit, 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. All contractors must be approved by the Board prior to the commencement of any work by an Owner.

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 unit.

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 Resolution for Procedures 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.

TO CERTIFY WHICH WITNESS my hand on this 18th day of April, 2025.

Hidden Bridge Condominium Association, Inc.

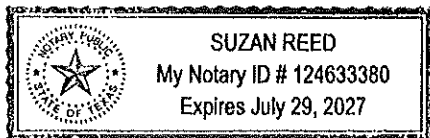
By: [Signature]

Printed: CONNIE E. HARE

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 18th day of April, 2025, personally appeared CONNIE E. HARE, Secretary of Hidden Bridge Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas



VG-267-2025-1553255

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1553255
Volume : 19767

Real Property Recordings

Recorded On: April 02, 2025 10:42 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

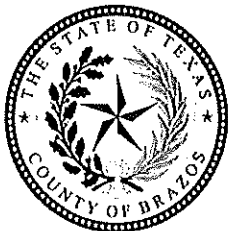
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1553255
Receipt Number: 20250402000052
Recorded Date/Time: April 02, 2025 10:42 AM
User: Josephina S
Station: CCLERK11

Record and Return To:

BERKSHIRE HATHAWAY
700 UNIVERSITY DR E STE 108
COLLEGE STATION TX 77801



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX